



**NOTICE OF PUBLIC MEETING  
JUNE 16, 2025 – 7:00 P.M.  
BOARD OF ALDERMEN MEETING  
TENTATIVE AGENDA**

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- I. MEETING CALLED TO ORDER
- II. ROLL CALL
- III. APPROVAL OF AGENDA
- IV. APPROVAL OF JUNE 2, 2025 MINUTES
- V. CITIZEN COMMENTS
- VI. TREASURER’S REPORT – MAY 2025
- VII. PRESENTATION – STORMWATER ORDINANCES
- VIII. ORDINANCE FOR SECOND READING AND FINAL APPROVAL
  - B12-25 AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR FISCAL YEAR 2026 FOR THE CITY OF GLENDALE, MISSOURI
  - B13-25 AN ORDINANCE ADOPTING A REVISION TO THE COMPENSATION PLAN FOR THE CITY OF GLENDALE FOR FISCAL YEAR 2026
- IX. ORDINANCE FOR FIRST READING, SECOND READING AND FINAL APPROVAL
  - B14-25 AN ORDINANCE AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF \$9,700,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2025, OF THE CITY OF GLENDALE, MISSOURI; PRESCRIBING THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON THE BONDS AS THEY BECOME DUE; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.
- X. RESOLUTIONS
  - R28-25 A RESOLUTION ADOPTING THE FY 2026 – FY 2030 CAPITAL IMPROVEMENT PROGRAM
  - R29-25 A RESOLUTION AMENDING THE ANNUAL BUDGET OF THE CITY OF GLENDALE FOR FISCAL YEAR 2025 TO ACCOUNT FOR CHANGES IN VARIOUS REVENUE AND EXPENDITURE LINE-ITEM ACCOUNTS
  - R30-25 A RESOLUTION AUTHORIZING THE EXECUTION OF A 3-YEAR TECHNOLOGY MANAGED SERVICE PLAN WITH MIKEN TECHNOLOGIES
  - R31-25 A RESOLUTION AUTHORIZING A CONTRACT WITH HORNER & SHIFRIN FOR PROFESSIONAL ENGINEERING AND CONSTRUCTION

MANAGEMENT SERVICES PERTAINING TO THE 2026 PROPOSITION S  
STREET, STORMWATER, AND SIDEWALK PROJECTS

XI. DISCUSSION

- a. July Board meeting dates

XII. REPORTS

XIII. ADJOURNMENT

XIV. EXECUTIVE SESSION

Notice is hereby given that, subject to a motion duly made and adopted, the Board of Aldermen will hold a closed meeting pursuant to RSMo Section 610.021(2) leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor.

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Frank Johnson  
City Administrator

Updated 10:30 A.M. June 13, 2025



**MINUTES**  
**BOARD OF ALDERMEN WORKSHOP**  
**June 2, 2025 –6:15 p.m.**

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**CALL TO ORDER**

A workshop meeting of the Board of Aldermen of the City of Glendale was held on Monday, June 2, 2025. Mayor Wilcox presided and called the meeting to order at 6:15 p.m.

**ROLL CALL**

Aldermen Present

Aldermen Absent

Alderman Nauman  
Alderwoman Volk  
Alderwoman Capshaw Cushing  
Alderwoman Lane  
Alderwoman Fiordelisi  
Alderman Stewart

Also present were: Frank Johnson, City Administrator; Jim Hetlage, City Attorney; and Gabby Macaluso, Deputy City Clerk.

**WORKSHOP  
PRESENTATION**

City Attorney Jim Hetlage led a workshop to provide training to the newly elected officials. The session also served as a refresher for tenured aldermen.

Mr. Hetlage reviewed the structure and powers Glendale as a fourth-class city with a Mayor—City Administrator—Board of Aldermen form of government.

Mr. Hetlage outlined the following points regarding Glendale’s governance.

- Cities have authority over land use, which is why the City has a Plan Commission, Architectural Review Board, and Board of Adjustment.
- There are point of sales cities and pool cities for sales tax distribution. Point of sales cities keep a larger percentage of the sales taxes generated in their cities, but a portion is shared into a pool for distribution to the non-point of sales cities. Glendale is a pool city.
- Board of Aldermen duties include establishing taxes, approving the annual budget, adopting legislation, approving contracts, approving mayor appointments, etc.

Mr. Hetlage also reviewed the correct order of meetings including public comments, agendas, minutes, voting, closed meetings, legislation, roll call, etc.

Mr. Hetlage ended the meeting with a review of Missouri’s sunshine law.

**CLOSING**

Mayor Wilcox closed the workshop at 7:00 p.m. to start the Board of Aldermen meeting.



**MINUTES**  
**BOARD OF ALDERMEN MEETING**  
**June 2, 2025 –7:00 p.m.**

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**CALL TO ORDER**

A meeting of the Board of Aldermen of the City of Glendale was held on Monday, June 2, 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  
Alderwoman Volk  
Alderwoman Capshaw Cushing  
Alderwoman Lane  
Alderwoman Fiordelisi  
Alderman Stewart

Also present were: Frank Johnson, City Administrator; Jim Hetlage, City Attorney; Jeff Beaton, Police Chief; Terry Jones, Public Works Superintendent; Jim Silvernail, Fire Chief; Dan Lawrence Finance Director; and Gabby Macaluso, Deputy City Clerk.

**APPROVAL OF AGENDA**

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

**APPROVAL OF MINUTES**

Moved by Alderwoman Lane, seconded by Alderman Stewart and unanimously carried, to approve the regular meeting minutes of May 19, 2025.

**CITIZEN COMMENTS**

**Gary Pochurek, 802 Alexandra Ave:** Mr. Pochurek stated that he doesn't want sidewalks added to Alexandra Ave. and doesn't believe that there are safety issues that warrant their addition. He asked if there has been an assessment of the number of kids walking to school and back on Alexandra.

**Kenneth Krobath, 800 Alexandra Ave.:** Mr. Krobath explained that he conducted a survey of his neighbors and found that there were 31 no's and 5 yes's regarding the addition of the sidewalk. He believes that the addition of the sidewalk will create a bigger safety issue by having more parked cars on the street by way of residents' losing driveway length. Mr. Krobath submitted a petition against the project with his neighbor's signatures.

**Kathryn Solis, 883 Alexandra Ave.:** Ms. Solis expressed opposition to the addition of sidewalks to Alexandra Ave., explaining that she didn't think it would improve safety. She views the biggest threat to safety as the cars parked

on the street and believes that additional parking restrictions would be beneficial.

**Chris Webb, 891 Alexandra:** Ms. Webb read her letter aloud expressing ideas that she believed would be a better use of the funds earmarked for sidewalks on Alexandra Ave. They included:

- Purchasing a backhoe to remove the ice that accumulates on Alexandra Ave. due to stormwater issues.
- Purchasing a streetsweeper.
- Adding a stop sign at Glenway at Alexandra Ave.
- Crack sealing all the streets.
- Adding sewer and drainage to Alexandra Ave.
- Filling potholes on all city streets.

## DISCUSSION ITEMS

### ALEXANDRA AVE. SIDEWALKS

Mr. Johnson stated that the City sent a letter surveying the opinions of residents living on Alexandra Ave. regarding the addition of sidewalks on their street. The City received feedback from 51 percent of residents, and none of it supported the sidewalks. He also noted that the City received no letters or public comment from individuals in favor of the project. Given the overwhelming public feedback against the sidewalks, he stated that staff recommends removing the sidewalk installation on Alexandra Ave. from the list of Prop P projects.

Mr. Pochurek asked about the process for making the current street parking restrictions, which are limited to particular times of day, permanent and applicable during all hours for one side of the street. Chief Beaton explained that it is simple as the City Administrator recommending the decision to the Board, who would approve an ordinance modifying the parking schedule in the City code. He noted that he and Mr. Johnson would discuss the request.

### CHELSEA AVE. SPEED BUMPS

Mr. Johnson noted that he received a letter from Alderwoman Fiordelisi requesting the addition of speedbumps on Chelsea Ave. as a mechanism for reducing vehicle speed. He explained that after careful consideration, department heads do not support the speedbump installation because it slows down first responder response time and creates issues for snowplows.

Mr. Johnson noted that there are other approaches the City may use to help control speed. These techniques include:

- Placing a mobile speed trailer. They can be moved to problem areas as needed and they can collect data to help with more strategic enforcement.
- Using funds procured from traffic enforcement grants to pay overtime for police officers to patrol the area.
- Reducing the speed limit.

- Installing sidewalks to provide protection to pedestrians.

Alderwoman Lane said she views speed bumps as unattractive and too high/impactful for vehicles even if you're traveling 20 mph.

Alderwoman Capshaw Cushing said a speed bump triggered her car's sensors and automatic breaking system, which was alarming and sudden.

Mayor Wilcox noted that he has concerns that once the City would authorize speed bumps on one road, residents on other roads would also want them.

Alderwoman Fiordelisi asked if painted markings on the road and mobile trailers could be employed on Chelsea Ave., Alexandra Ave., and Victoria Ave. Mr. Johnson said yes; he would discuss these approaches with staff.

Alderman Stewart agrees with staff. He expressed curiosity regarding feedback the City of Kirkwood may have received regarding their newly installed speed bump on Longview.

**ORDINANCES FOR  
SECOND READING &  
FINAL APPROVAL**

**Bill 11-25** – Contract for Auditing Services with Fick, Eggemeyer & Williamson.  
(Assigned Ord. No. 11-25)

Mayor Wilcox introduced Bill 11-25, an ordinance authorizing a contract for auditing services with Fick, Eggemeyer & Williamson, for fiscal year 2025, fiscal year 2026, and fiscal year 2027.

Moved by Alderwoman Lane, seconded by Alderwoman Capshaw Cushing and unanimously carried, to approve the second reading of Bill 11-25 by title only.

Moved by Alderwoman Lane, seconded by Alderwoman Volk to provide final approval of Bill 11-25.

The vote thereon was as follows:

Alderman Nauman	“Aye”
Alderwoman Volk	“Aye”
Alderwoman Capshaw Cushing	“Aye”
Alderwoman Lane	“Aye”
Alderwoman Fiordelisi	“Aye”
Alderman Stewart	“Aye”

Bill 11-25 passed with a vote of 6 Aye, 0 Nay, 0 Absent.

**ORDINANCES FOR  
FIRST READING**

## PUBLIC HEARING

Mayor Wilcox opened the public hearing regarding Bill 12-25, adopting the annual budget for fiscal year 2026 for the City of Glendale, at 7:35 p.m.

Mr. Johnson presented the budget highlights via a PowerPoint presentation. He noted that there are no significant changes to the draft budget as previously presented. He explained that the FY2026 budget represents Glendale's commitment to responsibly investing in the City's physical and human resources to provide a high level of service to residents. It calls for \$5.6 million in revenue and \$5.5 million in expenditure, resulting in a surplus of \$117,800 and a fund balance of \$3.3 million. The budget also calls for \$1.6 million in capital expenditure and \$4.1 million in Prop S expenditure.

He noted that at the second June meeting, the Board of Aldermen will also have resolutions approving the five-year Capital Improvement Plan and amending the current year budget.

With no public comment regarding the fiscal year 2026 budget, the public hearing closed at 7:53 p.m.

**Bill 12-25** – Adoption of Annual Budget for Fiscal Year 2026.  
(Assigned Ord. No. 12-25)

Mayor Wilcox introduced Bill 12-25, an ordinance adopting the annual budget for fiscal year 2026 for the City of Glendale.

Moved by Alderman Nauman, seconded by Alderwoman Volk and unanimously carried, to approve the first reading of Bill 12-25 by title only.

**Bill 13-25** – Adoption of Revised Compensation Plan for Fiscal Year 2026.  
(Assigned Ord. No. 13-25)

Mayor Wilcox introduced Bill 13-25, an ordinance adopting a revision to the compensation plan for the City of Glendale for the fiscal year 2026.

Moved by Alderwoman Lane, seconded by Alderman Stewart and unanimously carried, to approve the first reading of Bill 13-25 by title only.

Mr. Johnson noted that the meeting packet included Revision No. 88 of the City of Glendale Compensation Plan. This revision includes a 6 percent COLA for all employees and will go into effect on July 1, 2025.

## RESOLUTIONS

**R24-25** – Approval and Authorization of Collective Bargaining Agreement with Firefighters Union

Mayor Wilcox introduced Resolution 24-25, a resolution approving and authorizing the collective bargaining agreement between the City of Glendale, Missouri, and Local 2665, International Association of Firefighters effective July 1, 2025, to June 30, 2027, and authorizing city officials to execute same on behalf of the City.

Mr. Johnson explained that following negotiations with the local IAFF chapter, the City has successfully reached a 2-year agreement on the Collective Bargaining Agreement that requires ratification by the Board of Aldermen. He noted that the deal provides for a 6% COLA for FY26 (as reflected in the compensation plan in B13-25) and a 3% COLA for FY27.

Moved by Alderman Nauman, seconded by Alderman Stewart and unanimously carried, to approve Resolution 24-25.

**R25-25 – Approval and Authorization of Collective Bargaining Agreement with Firefighters Union**

Mayor Wilcox introduced Resolution 25-25, a resolution authorizing the City of Glendale, Missouri, to enter into a legal services agreement with Lashly & Baer, P.C. for city attorney legal services.

Mr. Johnson explained that Lashly & Baer has served as the City Attorney for several decades, but it recently came to the attention of the City and Mr. Hetlage that there is no current contract in place formalizing this. The proposed agreement outlines the terms, procedures and rates for the legal services provided in his role as City Attorney. The hourly rate of \$215 represents a 4.8 percent increase from the current \$205, which has been in place since 2019. The City may terminate the agreement at any time with or without cause by a vote of the Board of Aldermen.

Moved by Alderman Nauman, seconded by Alderwoman Lane and unanimously carried, to approve Resolution 25-25.

**R26-25 – Services Agreement with My Government Online for Permitting, Code Enforcement, and Land-use Management Software**

Mayor Wilcox introduced Resolution 26-25, a resolution authorizing the City of Glendale, Missouri, to enter into a services agreement with My Government Online to provide permitting, code enforcement, and land-use management software.

Mr. Johnson noted that after a cross-departmental process that included demos with four software providers, city staff selected MyGovernmentOnline (MGO) to provide a modern cloud-based, software-as-a-service solution to the City's permitting, code enforcement and land management. This will allow the City to fully shift all permits and applications completely online, provide greater collaboration and visibility across departments, and create a centralized, GIS-based record of all properties in the City.

Mayor Wilcox requested that he receive a brief demo of the code enforcement component of the software. Mr. Johnson said that this would be arranged.

Moved by Alderwoman Volk, seconded by Alderwoman Capshaw Cushing and unanimously carried, to approve Resolution 26-25.

**R27-25 – Services Agreement with My Government Online for Permitting, Code Enforcement, and Land-use Management Software**

Mayor Wilcox introduced Resolution 27-25, a resolution authorizing the City of Glendale, Missouri, to enter into a services agreement with Revize for the redesign of the city website and subsequent maintenance and service.

Mr. Johnson noted that this resolution authorizes a renewal of the contract for website maintenance, support and hosting with the City’s current provider, Revize. As part of the renewal, the company is offering a free redesign of the website, as well as significant upgrades to the Content Management System (CMS) used to build and edit pages by City staff.

Moved by Alderwoman Capshaw Cushing, seconded by Alderwoman Volk and unanimously carried, to approve Resolution 27-25.

**REPORTS**

Mr. Johnson noted that the City received a bonding rating of AA+ from S & P. The Bond transaction will occur on June 16<sup>th</sup> and will close on July 1<sup>st</sup>.

Mr. Johnson recognized the efforts of Mayor Wilcox to organize the tornado relief collection.

Mr. Johnson and Ms. Macaluso shared information regarding the upcoming retirement celebration for a long-tenured firefighter.

**ALDERMEN COMMENTS**

Alderwoman Lane thanked Mr. Johnson for his budget presentation and congratulated employees receiving position changes in the new compensation plan.

Chief Beaton on the Glen Elm property that suffered a gas explosion in January 2025. He noted that the owner now has a realtor and he thinks this will help with expediting the clearance and keeping grass cut.

Mayor Wilcox thanks the city staff for their work on the Summer Bash. He also spoke about the tornado relief collection, noting that Patriot Sunrooms donated \$1,000.00 in Aldi gift cards.

**ADJOURN**

Moved by Alderman Stewart, seconded by Alderwoman Volk and unanimously approved to adjourn the Board of Aldermen public meeting at 8:25 p.m.

The vote thereon was as follows:

Alderman Nauman	“Aye”
Alderwoman Volk	“Aye”
Alderwoman Capshaw Cushing	“Aye”
Alderwoman Lane	“Aye”
Alderwoman Fiordelisi	“Aye”
Alderman Stewart	“Aye”



***Internal Memorandum***

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**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:      May Treasurer's Report**

**Date:         June 13, 2025**

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**Cash and Investment Balances:**

The City's cash position remains stable through the end of May with a cash and investment balance as of May 31, 2025, of \$6,004,771. Of this figure, \$5,362,228 is available for operations of the city. A month ago, the figure was \$5,611,544 with a comparable number on May 31, 2024, of \$5,174,568.

The decrease in funds available for operations during May is normal due to low collection of trash bills (\$35,957), and Capital Improvement outflows for E. Essex engineering fees of \$44,658, traffic safety equipment of \$15,633 and Stormwater engineering fees of \$14,856.

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 May, the General Fund received \$388,991 in revenues and had \$356,612 in expenditures causing a monthly surplus of \$32,379. A year ago the figures were \$366,695 in revenues and \$342,256 in expenses for a surplus of \$24,439. Please see below for further details as well as the enclosed all funds totals document. Also, as I am in the process of completing the FY 25-26 Budget, I am currently estimating that the General Fund will conclude FY 24-25 at an approximate surplus of \$258,900 after a transfer to the Capital Fund of \$250,000.

**REVENUES**

General Fund	May-25		Year to Date	
	2025	2024	2025	2024
Property Taxes	32,228	47,499	823,242	818,081
Sales Tax	92,308	85,757	1,043,781	1,023,144
Gross Receipts-Electric	19,879	20,609	393,928	384,128
Gross Receipts-Telephone	5,301	5,603	75,974	85,090
Gross Receipts-Gas	17,358	19,672	294,187	242,512
Gross Receipts-Water	13,528	5,615	194,237	176,230
Local Option Use Tax	24,647	17,792	306,937	298,369
Court Revenues	3,193	5,037	58,058	54,068

**EXPENDITURES**

General Fund	May-25		Year to Date	
	2025	2024	2025	2024
Administration	47,926	38,039	564,688	526,187
Court	9,105	9,297	98,510	96,576
Police Department	133,102	124,436	1,668,263	1,599,248
Fire Department	128,255	127,398	1,757,858	1,615,826
Public Works	38,223	43,086	560,052	578,643

**Notes:**

- Other than merchant's licenses, revenues through eleven months 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 (\$389,202 vs \$428,564). 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. Therefore full-time wages is \$93,252 higher in FY 25 than previous.
- 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 eleven months, the General Fund surplus is at \$546,136. This is not as good as last year's figure of \$619,960 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 May, the employee withholding was \$7,388 with a City contribution of \$22,408. 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 eleven months of the fiscal year sales tax revenue is \$495,984 compared to \$498,785 for the prior year. There were four significant Capital Improvement Fund expenditures during May and they are listed below.

- Hose for Fire Dept.-\$9,361
- Guard rail in Fire Dept.-\$5,187
- E. Essex engineering-\$44,658
- Stormwater engineering-\$14,856

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

There were 5 items that fell into this category during May 2025, and they are listed below.

- City of Maplewood-\$1,470 Stage for Summer Bash.
- MRC Recycling-\$4,415 recycling services for shred event.
- Police Legal Science-\$2,554 Police Officer Training.
- Compass Minerals-\$2,291 Road salt.
- Professional Trucking Institute-\$1,500 CDL Training for PW employee.

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

Cash and Investments	Balance			
	31-May-25	30-Apr-25	Change	
General Fund	5,362,228.00	5,611,544.00	(249,316.00)	
General Fund	May-25		Year to Date	
	2025	2024	2025	2024
Revenues	388,991.06	366,695.09	5,195,506.36	5,036,439.46
Expenses	356,611.52	342,256.24	4,649,370.69	4,416,479.38
Surplus(Deficit)	32,379.54	24,438.85	546,135.67	619,960.08
Sewer Lateral Fund	May-25		Year to Date	
	2025	2024	2025	2024
Revenues	9,572.16	9,580.03	104,987.44	104,785.61
Expenses	(1,797.57)	17,605.00	47,664.83	60,540.00
Surplus(Deficit)	11,369.73	(8,024.97)	57,322.61	44,245.61
Sanitation Fund	May-25		Year to Date	
	2025	2024	2025	2024
Revenues	75,384.03	55,987.18	712,823.22	603,840.32
Expenses	74,955.83	56,120.70	699,993.96	592,516.96
Surplus(Deficit)	428.20	(133.52)	12,829.26	11,323.36
Pension Fund	May-25		Year to Date	
	2025	2024	2025	2024
Revenues	21,475.22	31,711.86	548,567.76	546,195.50
Expenses	40,176.53	37,779.48	471,332.57	448,924.38
Surplus(Deficit)	(18,701.31)	(6,067.62)	77,235.19	97,271.12
Prop P Fund	May-25		Year to Date	
	2025	2024	2025	2024
Revenues	31,042.91	30,774.56	365,438.06	368,408.54
Expenses	34,166.66	32,500.00	375,833.26	357,500.00
Surplus(Deficit)	(3,123.75)	(1,725.44)	(10,395.20)	10,908.54
Parks and Stormwater Fund	May-25		Year to Date	
	2025	2024	2025	2024
Revenues	14,515.09	17,079.86	171,892.16	159,577.47
Expenses	417.00	0.00	151,692.83	35,841.96
Surplus(Deficit)	14,098.09	17,079.86	20,199.33	123,735.51
ARP Fund	May-25		Year to Date	
	2025	2024	2025	2024
Revenues	0.00	131,625.34	239,079.06	724,394.32
Expenses	0.00	130,505.47	275,787.63	694,549.50
Surplus(Deficit)	0.00	1,119.87	(36,708.57)	29,844.82
Capital Improvement Fund	May-25		Year to Date	
	2025	2024	2025	2024
Revenues	203,082.38	177,949.64	1,014,756.68	1,385,386.42
Expenses	103,641.53	302,925.38	1,253,267.10	1,779,522.67
Surplus(Deficit)	99,440.85	(124,975.74)	(238,510.42)	(394,136.25)
Debt Services Fund	May-25		Year to Date	
	2025	2024	2025	2024
Revenues	24,161.62	35,937.85	617,216.59	619,152.82
Expenses	0.00	0.00	530,500.00	531,300.00
Surplus(Deficit)	24,161.62	35,937.85	86,716.59	87,852.82

## ***Internal Memorandum***

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**Office of the City Administrator**

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

**From:** Frank Johnson, City Administrator

**Subject:** Stormwater Ordinances

**Date:** June 13, 2025

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In August 2023, Glendale engaged Lochmueller to develop updated stormwater ordinances and an infill design manual as part of a two-phase project. The first phase of the project, developing the new stormwater ordinances, has been completed and a draft of these are nearly ready for review and public comment.

The goal of these ordinances is to ensure that Glendale can adequately address stormwater concerns relating to both existing and infill properties and provide us with better tools for enforcing rules and regulations regarding water retention, runoff and discharge. The new ordinances will also help Glendale:

- Improve the effectiveness of stormwater control measures.
- Adapt to changing environmental conditions and protect water quality.
- Comply with state or federal regulations.
- Promote sustainable development practices.

### **ORDINANCE OVERVIEW**

To accomplish these goals, Lochmueller developed three separate ordinances:

1. **Erosion and Sediment Control** – This ordinance establishes a new grading permit for certain land disturbance activities, and requires an Erosion & Sediment Control Plan, depending on the size of the activity. This is particularly needed given the City’s adoption of an impervious surface limit so that certain projects which ordinarily would not require a building permit can be reviewed for compliance.
2. **Illicit Discharge and Connection** – This ordinance prohibits the drainage of pollutants into the stormwater system and defines what is considered an illegal discharge.

3. **Post-Construction Stormwater Quality** – This ordinance is focused on construction projects, particularly in the long term. It specifies when a Stormwater Pollution Prevention Plan (SWPPP) is required and helps clarify that stormwater infrastructure (referred to as Best Management Practices, or BMPs) installed as part of new homes or development must be maintained. It also gives the City authority to inspect BMPs for compliance if there are issues.

While the City has adopted revised Architectural Review Board guidelines that include expanded stormwater requirements related to site plan development, these guidelines only apply to new development, so a more holistic approach to stormwater regulation is still needed. The stormwater ordinances are designed to supplement and inform the ARB process, while providing better guidance and clarity on how projects must be maintained post-construction.

All three ordinances contained more detailed procedures for the City to issue citations, stop work orders, and fines for any violations of the stormwater regulations, giving the City greater authority to address issues as they arise, particularly during construction or for work that was not properly permitted. More details on some of the specifics relevant to each ordinance are outlined below.

#### GRADING PERMIT REQUIREMENTS

The most impactful of these ordinances for residents is likely to be the regulations concerning erosion and sediment control, as they institute a new type of permit. City staff has worked closely with Lochmueller to design this new grading permit to allow for quick reviews and approvals for simple projects while still having a more robust process for larger activities.

In summary, a grading permit is required for excavations that:

1. Are **greater than 5 cubic yards** or impact **greater than 200 square feet**.
2. Increase the **impervious area of the lot by 10 percent**.
3. Result in the impervious area of the lot **equaling or exceeding 55 percent of the lot**.
4. Elevation changes that cause **impacts to stormwater runoff**.

Basic grading permits will only require applicants to submit a site plan detailing the areas to be excavated, graded, filled and/or cleared. The main purpose will be to check for compliance with the impervious surface requirements and potential impacts on neighboring properties.

For larger scale projects such as a new home or substantial addition, a more detailed Erosion and Sediment Control Plan may be required. The plan would include information on temporary

and permanent drainage systems as well as methods for controlling and containing erosion on the site. It also requires contractors to monitor and inspect erosion control BMPs on a regular basis. These requirements would be incorporated into the ARB process.

#### ILLCIT DISCHARGE DEFINITION

The illicit discharge ordinance defines it as any drain or pipe that allows any pollutant discharge to enter the stormwater systems. This includes sewage and wastewater from industrial processes, as well as any connections from indoor drains and sinks. It also applies whether these drains or connections had been previously allowed.

#### **Notable Exclusions**

The ordinance includes a variety of exceptions to the discharge prohibitions that cover a lot of common residential runoff – landscape irrigation or lawn watering, uncontaminated pumped ground water, foundation or footing drains, non-commercial washing of vehicles, etc. **However, discharges from swimming pools are only excluded if the water is dechlorinated (less than 1 PPM chlorine).**

#### POST-CONSTRUCTION REQUIREMENTS

The main thrust of this ordinance is to provide greater clarity on how BMPs are installed, managed and maintained. The kinds of detention tanks (Flo-Wells) that are commonly incorporated into new residential developments are a type of BMP, for example.

- The ordinance requires that any Stormwater Pollution Prevent Plan (SWPPP) that is filed with MSD also needs to be provided to the City, along with an agreement for the long-term maintenance of any BMPs. This will mainly apply to larger land disturbance projects.
- It provides examples of the kinds of BMPs that should be used within the City and the standards to which they must be constructed.
- It also requires that any BMPs mandated by the ARB be maintained so that they continue to operate properly and grants the City authority to perform long-term post-construction inspections if necessary.



CITY OF  
*Glendale*  
MISSOURI

# Stormwater Ordinance Updates

June 12, 2025

# Background

- Improve the effectiveness of stormwater control measures.
- Adapt to changing environmental conditions and protect water quality.
- Comply with state or federal regulations.
- Promote sustainable development practices.



# Ordinance and Permit Additions

- Erosion and Sediment Control
  - Grading Permit
- Illicit Discharge and Connection
- Post-Construction Stormwater Quality
- Flood Hazard Protection



# Illicit Discharge

*Federal regulations defines illicit discharge as: "...any discharge to a MS4 that is not comprised entirely of stormwater.."*

- Adds code language to disallow non-stormwater discharges into the stormwater system.
- Includes provisions for the following:
  - Sewage and Wastewater from industrial processes
  - Connections from indoor drains
  - Non-Dechlorinated Swimming pool discharges
- Enforcement Language

# Post-Construction Stormwater Quality

- Adopts Standards that align with MSD
- Governs the selection and design of stormwater quality BMPs
- Requires owner to submit plan with pertinent BMP information
- Requires proper Construction & Maintenance of Stormwater BMPs required by MSD
- Requires SWPPP plans shared with City

# Flood Hazard Protection

- Updates and addresses FEMA's National Flood Insurance Program
- Ordinance Addresses the following:
  - Protects public health, safety, and welfare.
  - Minimizes flood-related losses and damages.
  - Regulates development in flood-prone areas.
  - Informs property owners of flood risks and responsibilities.

# Questions?

AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR FISCAL YEAR  
2026 FOR THE CITY OF GLENDALE, MISSOURI

**WHEREAS**, the duly appointed Budget Officer has prepared and submitted to the Mayor and Board of Aldermen a proposed operating budget for all funds for the fiscal year ending June 30, 2026 (Fiscal Year 2026) pursuant to the provisions of Section 105.270 of the Glendale City Code; and

**WHEREAS**, the Board of Aldermen has examined the estimates of income for Fiscal Year 2026 and determined that the appropriations contained herein realistically meet the needs of all departments required to provide the desired level of services to the citizens of Glendale; and

**WHEREAS**, the Board of Aldermen has determined that the budget described herein complies in full with the provisions of Chapter 67 of the Revised Statutes of Missouri.

**NOW, THEREFORE**, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF GLENDALE, MISSOURI,

**SECTION ONE:** The budget for the City of Glendale, Missouri for Fiscal Year 2026 is hereby adopted at the fund level in its final form and content as set forth in the comprehensive budget document, copies of which are on file in the Office of the City Clerk. Said Fiscal Year is to commence on July 1, 2025 and end on June 30, 2026.

**SECTION TWO:** Estimated resources for each separate fund of the City of Glendale, Missouri, and aggregate expenditures for all such funds for the Fiscal Year 2026 are set forth in summary form below, and are hereby appropriated for expenditure at the fund level during the Fiscal Year 2026 as set forth in the Annual Operating Budget Summary:

Fund	Estimated Revenues	Appropriations/Expenditures
General	\$ 5,620,700	\$ 5,502,900
Sewer Lateral	\$ 114,300	\$ 110,000
Sanitation	\$ 932,700	\$ 916,900
Pension	\$ 580,300	\$ 579,154
Prop P	\$ 400,000	\$ 400,000
Parks & Stormwater	\$ 175,000	\$ 194,600
Prop S	\$ 10,000,000	\$ 4,192,000
Capital Improvement	\$ 1,089,000	\$ 1,560,200
Debt Service	\$ 1,560,200	\$ 897,100
<b>TOTAL ALL FUNDS</b>	<b>\$20,549,300</b>	<b>\$14,462,654</b>

**SECTION THREE:**

This Ordinance shall be in full force and effect on July 1, 2025 after its passage and approval.

Read two times and passed by the Board of Aldermen of the City of Glendale, Missouri, this 16<sup>th</sup> day of June 2025.

---

Michael A. Wilcox  
Mayor

ATTEST:

---

Frank Johnson  
City Administrator/City Clerk

AN ORDINANCE ADOPTING A REVISION TO THE COMPENSATION PLAN  
FOR THE CITY OF GLENDALE FOR FISCAL YEAR 2026

**WHEREAS**, Section 120.130 of the Code of the City of Glendale, Missouri provides that the City Administrator shall submit a compensation plan to the Mayor and Board of Aldermen for adoption by Ordinance and that such compensation plan may be amended from time to time in the same manner as adopted; and

**WHEREAS**, the City Administrator has presented an amended compensation plan identified as Revision No. 88 to the Mayor and Board of Aldermen for their consideration.

**NOW, THEREFORE** BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF GLENDALE, MISSOURI that compensation plan identified as Revision No. 88 and attached hereto as “Exhibit A” is hereby adopted effective July 1, 2024.

Read two times and passed by the Board of Aldermen of the City of Glendale, Missouri, this 16<sup>th</sup> day of June 2025.

\_\_\_\_\_  
Michael A. Wilcox  
Mayor

ATTEST:

\_\_\_\_\_  
Frank Johnson  
City Administrator/City Clerk

## City of Glendale Salary Structure

**REVISION NO 88**

**July 1, 2025**

DEPARTMENT/TITLE

		HOURLY PAY				
	NO.	A	B	C	D	E
<b>1. ADMINISTRATION</b>						
CITY ADMINISTRATOR	1					49.433
FINANCE OFFICER	1			34.484	36.083	38.815
COURT CLERK	1					33.670
COMMUNITY ENGAGEMENT OFFICER	1			29.558	30.918	33.267
COMM. COORD./OFFICE ASSISTANT(PT)	1	21.200	21.836	22.491	23.166	23.860
<b>2. POLICE/DISPATCHING</b>						
POLICE CHIEF	1					53.395
CAPTAIN	1					46.620
SERGEANT	4			38.416	39.708	41.829
PATROLMAN I	5	29.660	32.253	34.169	35.309	36.399
CODE ENFORCEMENT OFFICER(PT)	1			27.984	28.821	29.660
POLICE RECORDS CLERK(PT)	1			23.423	26.231	27.984
<b>3. FIRE</b>						
CAPTAIN PARAMEDIC	0			31.027	31.696	32.364
CAPTAIN EMT	3			29.789	30.457	31.125
LIEUTENANT PARAMEDIC	1			28.121	28.455	28.789
LIEUTENANT EMT	2			26.882	27.216	27.550
FIREFIGHTER PARAMEDIC	5	21.900	24.473	25.153	26.614	27.376
FIREFIGHTER	1	20.649	23.221	23.899	25.361	26.125
<b>4. PUBLIC WORKS</b>						
SUPERINTENDENT	1			36.578	37.741	46.712
FOREMAN	1			30.288	31.009	31.730
LEAD MAINTENANCE WORKER	1			26.738	27.640	28.498
MAINTENANCE WORKER I	1	21.287	23.895	25.463	26.325	27.141
MAINTENANCE WORKER II (PT)	2			15.000	15.500	16.000

ANNUALIZED PAY				
A	B	C	D	E
				102,821
		71,727	75,053	80,735
				56,027
		61,481	64,309	69,195
				N/A
				111,062
				96,970
		79,905	82,593	87,004
61,693	67,086	71,072	73,443	75,710
		N/A	N/A	N/A
		N/A	N/A	N/A
		92,868	94,870	96,869
		89,162	91,161	93,161
		84,170	85,169	86,169
		80,461	81,461	82,460
65,549	73,251	75,286	79,659	81,940
61,805	69,503	71,533	75,909	78,195
		76,082	78,501	97,161
		62,999	64,499	65,998
		55,615	57,491	59,276
44,277	49,702	52,963	54,756	56,453

1,2,4,5-Personnel Scheduled to work a minimum of 2,080 hours per year.

3- Personnel scheduled to work 2,912 hours per year with 162.24 hours/year designated as scheduled overtime.

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**ORDINANCE NO. \_\_\_\_\_**

**OF THE**

**CITY OF GLENDALE, MISSOURI**

**PASSED**

**JUNE 16, 2025**

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**Relating to:**

**\$9,700,000  
GENERAL OBLIGATION BONDS  
SERIES 2025**

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**ORDINANCE**

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**AN ORDINANCE AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF \$9,700,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2025, OF THE CITY OF GLENDALE, MISSOURI; PRESCRIBING THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON THE BONDS AS THEY BECOME DUE; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.**

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**WHEREAS**, the City of Glendale, Missouri (the “City”), is a fourth-class city and political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

**WHEREAS**, the City is authorized under the provisions of Article VI, Section 26 of the Constitution of Missouri, as amended, and Section 95.115 et seq. of the Revised Statutes of Missouri, as amended (collectively, the “General Obligation Bond Law”), to incur indebtedness and issue and sell general obligation bonds of the City to evidence such indebtedness for lawful purposes, upon obtaining the approval of at least four-sevenths of the qualified electors of the City voting on the question to incur indebtedness at a general municipal, primary or general election; and

**WHEREAS**, pursuant to the General Obligation Bond Law, an election was duly held in the City at the general municipal election on April 8, 2025 (the “Election”), on the following proposition:

**PROPOSITION S**

**Shall the City of Glendale, Missouri, issue its general obligation bonds in an amount up to \$18,180,000 for the purpose of constructing, reconstructing, resurfacing, repairing and improving the City’s streets, sidewalks and curbs, including related stormwater control improvements, and acquiring any land or right-of-way necessary therefor?**

**WHEREAS**, the votes cast at the Election were duly canvassed as provided by law, and it was found and declared that more than four-sevenths of the qualified voters of the City voting at the Election on the proposition voted in favor of the issuance of the Bonds (defined herein), the vote on the proposition having been 997 votes for the issuance of the Bonds and 470 votes against the issuance of the Bonds; and

**WHEREAS**, the City has not issued any of the bonds authorized at the Election and desires to issue a portion of the bonds authorized at the Election; and

**WHEREAS**, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and of its inhabitants at this time to authorize the issuance and delivery of the Bonds pursuant to the General Obligation Bond Law for the purposes aforesaid as herein provided;

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

## **ARTICLE I**

### **DEFINITIONS**

**Section 101. Definitions of Words and Terms.** In addition to words and terms defined elsewhere herein, the following words and terms as used in this Ordinance shall have the following meanings:

**“Beneficial Owner”** means, whenever used with respect to a Bond, the Person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such Person’s subrogee.

**“Bond Counsel”** means Gilmore & Bell, P.C., St. Louis, Missouri, or other attorneys or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the City.

**“Bond Payment Date”** means any date on which the principal or Redemption Price of or interest on any Bond is payable.

**“Bond Register”** means the books for the registration, transfer and exchange of Bonds kept at the office of the Paying Agent.

**“Bondowner,” “Owner” or “Registered Owner”** when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register.

**“Bonds”** means the General Obligation Bonds, Series 2025, authorized and issued by the City pursuant to this Ordinance.

**“Business Day”** means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

**“Cede & Co.”** means Cede & Co., the nominee of the Securities Depository, and any successor nominee of the Securities Depository with respect to the Bonds.

**“City”** means the City of Glendale, Missouri, and any successors or assigns.

**“Code”** means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

**“Continuing Disclosure Undertaking”** means the City’s Continuing Disclosure Undertaking dated July 1, 2025, in substantially the form attached hereto as **Exhibit D**.

**“Debt Service Fund”** means the fund by that name referred to in **Section 501**.

**“Defaulted Interest”** means interest on any Bond which is payable but not paid on any Interest Payment Date.

**“Defeasance Obligations”** means any of the following obligations, if and to the extent the same are at the time legal for investment of the City’s funds:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are not subject to redemption prior to maturity or the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations serving as security for the obligations (plus any cash in an escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations serving as security for the obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) the obligations are rated in the same rating category or higher as United States Government Obligations by a nationally recognized rating service.

**“FAST Agent”** means the Paying Agent when acting as agent for the Securities Depository in accordance with the rules established by the Securities Depository for Fast Automated Securities Transfers.

**“Federal Tax Certificate”** means the City’s Federal Tax Certificate relating to the Bonds, as the same may be amended or supplemented in accordance with the provisions thereof, in substantially the form attached hereto as **Exhibit E**.

**“Finance Officer”** means the individual presently holding the office of Finance Officer of the City, and any successor who hereafter holds such office, or any individual to whom or which may hereafter be delegated the duties, powers, authority, obligations or liabilities of such office.

**“General Obligation Bond Law”** means, collectively, Article VI, Section 26 of the Constitution of Missouri, as amended, and Section 95.115 *et seq.*, of the Revised Statutes of Missouri, as amended.

**“Interest Payment Date”** means the Stated Maturity of an installment of interest on any Bond.

“**Maturity**” means, when used with respect to any Bond, the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

“**Ordinance**” means this Ordinance adopted by the governing body of the City, authorizing the issuance of the Bonds, as amended from time to time.

“**Outstanding**” means, when used with reference to Bonds, as of any particular date of determination, all Bonds theretofore authenticated and delivered hereunder, except the following Bonds:

- (a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of **Section 701**; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

“**Participant**” means any broker-dealer, bank or other financial institution for which the Securities Depository holds Bonds as securities depository.

“**Paying Agent**” means BOKF, NA, St. Louis, Missouri, and any successors or assigns.

“**Permitted Investments**” means any legally permissible investment of the City’s funds.

“**Person**” means any natural person, corporation, limited liability company, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“**Preliminary Official Statement**” means the Preliminary Official Statement dated June 5, 2025, in substantially the form attached hereto as **Exhibit B**.

“**Project**” means the construction, reconstruction, resurfacing, repairing and improving the City’s streets, sidewalks and curbs, including related stormwater control improvements, and acquiring any land or right-of-way necessary therefor.

“**Project Fund**” means the fund by that name created by **Section 501**.

“**Purchase Contract**” means the Bond Purchase Agreement dated June 16, 2025, between the City and the Underwriter, in substantially the form attached hereto as **Exhibit C**.

“**Rebate Fund**” means the fund by that name created by **Section 501**.

“**Record Date**” for the interest payable on any Interest Payment Date means the 15th day (whether or not a Business Day) of the calendar month preceding such Interest Payment Date.

“**Redemption Date**” when used with respect to any Bond to be redeemed means the date fixed for the redemption of such Bond pursuant to the terms of this Ordinance.

**“Redemption Price”** when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Ordinance, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date, which price is to be stated as a percentage of the principal amount of those Bonds to be redeemed.

**“Representation Letter”** means, collectively, the Representation Letter from the City to the Securities Depository and the Representation Letter from the Paying Agent to the Securities Depository with respect to the Bonds.

**“Securities Depository”** means The Depository Trust Company, New York, New York, and its successors and assigns.

**“Special Record Date”** means the date prior to the payment date of Defaulted Interest fixed by the Paying Agent pursuant to **Section 204**.

**“Stated Maturity”** when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Ordinance as the fixed date on which the principal of such Bond or such installment of interest thereon is due and payable.

**“Underwriter”** means Stifel, Nicolaus & Company, Incorporated, St. Louis, Missouri, the original purchaser of the Bonds.

**“United States Government Obligations”** means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the same rating category or higher as the United States of America by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the City.

## ARTICLE II

### AUTHORIZATION OF BONDS

**Section 201. Authorization of Bonds.** There shall be issued and hereby are authorized and directed to be issued the City’s General Obligation Bonds, Series 2025, in the original principal amount of \$9,700,000 (the “Bonds”), for the purpose of paying the costs of the Project and issuing the Bonds.

**Section 202. Description of Bonds.** The Bonds shall consist of fully-registered bonds numbered from 1 upward in order of issuance, in denominations of \$5,000 or any integral multiple thereof. The Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be substantially in the form set forth in **Exhibit A** attached hereto, and shall be subject to registration, transfer and exchange as provided in **Section 205**. All of the Bonds shall be dated as of the date of original issuance, delivery and payment therefor, shall become due in the amounts on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in **Article III**, and shall bear interest at the rates per annum as follows:

**SERIAL BONDS**

<u>Stated Maturity (March 1)</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>
2027	\$620,000	5.00%
2028	655,000	5.00
2029	100,000	5.00
2030	165,000	5.00
2031	175,000	5.00
2032	185,000	5.00
2033	200,000	5.00
2034	220,000	5.00
2035	235,000	5.00
***	***	***
2041	1,010,000	5.00
2042	1,065,000	5.00

**TERM BONDS**

<u>Stated Maturity (March 1)</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>
2038	\$1,915,000	5.00%
2040	1,860,000	5.00
2045	1,295,000	5.00

The Bonds shall bear interest at the above-specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 in each year, beginning on March 1, 2026.

**Section 203. Designation of Paying Agent.**

(a) BOKF, NA, is hereby designated as the City’s paying agent for the payment of principal or redemption price of and interest on the Bonds and bond registrar with respect to the registration, transfer and exchange of Bonds (the “Paying Agent”).

(b) The City will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The City reserves the right to appoint a successor Paying Agent by (1) filing with the Paying Agent then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent and appointing a successor, and (2) causing notice of the appointment of the successor Paying Agent to be given by first-class mail to each Registered Owner. The Paying Agent may resign upon giving written notice by first-class mail to the City and the Bondowners not less than 60 days prior to the date such resignation is to take effect. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of Paying Agent.

(c) Every Paying Agent appointed hereunder shall at all times be a commercial banking association or corporation or trust company organized and doing business under the laws of the United

States of America or of the State of Missouri, having an office in the State of Missouri, and subject to supervision or examination by federal or state regulatory authority.

(d) The Paying Agent shall be paid its usual fees and expenses for its services in connection with the Bonds.

#### **Section 204. Method and Place of Payment of Bonds.**

(a) The principal or Redemption Price of and interest on the Bonds shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

(b) The principal or Redemption Price of each Bond shall be paid at Maturity. Payment of the principal or Redemption Price of and interest on each Bond shall be paid to the Registered Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (1) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or such other address furnished to the Paying Agent in writing by such Registered Owner or (2) by electronic transfer to such Registered Owner upon written notice signed by such Registered Owner and given to the Paying Agent not less than 15 days prior to the Record Date for such payment, containing the electronic transfer instructions including the name and address of the bank, the bank's ABA routing number and the account number to which such Registered Owner wishes to have such transfer directed, and an acknowledgment that an electronic transfer fee may be applicable.

(c) Any payment of principal of, Redemption Price or interest on the Bonds that becomes due on a day which is not a Business Day shall be made on the next succeeding Business Day without additional interest accruing after the stated due date.

(d) Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Registered Owner of such Bond on the relevant Record Date and shall be payable to the Registered Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent unless the City and the Paying Agent agree to a shorter time period) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment, unless the City and the Paying Agent agree to a shorter time period. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first-class mail, postage prepaid, to each Registered Owner of a Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

(e) The Paying Agent shall keep a record of the payment of principal, Redemption Price of and interest paid on all Bonds and, upon the City's written request, shall forward a copy or summary of such records to the City.

**Section 205. Registration, Transfer and Exchange of Bonds.**

(a) The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the principal payment office of the Paying Agent, or at such other office designated by the Paying Agent for the registration, transfer and exchange of Bonds as herein provided. Each Bond when issued shall be registered in the name of the Registered Owner thereof on the Bond Register.

(b) Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal payment office of the Paying Agent, or at such other office as designated by the Paying Agent, the Paying Agent shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

(c) In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. The City shall pay the reasonable fees and expenses of the Paying Agent for the registration, transfer and exchange of Bonds provided for by this Ordinance and the reasonable cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Paying Agent, are the responsibility of the Registered Owners of the Bonds. If any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Bonds.

(d) The City and the Paying Agent shall not be required (1) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 303** and during the period of 15 days next preceding the date of mailing of such notice of redemption, or (2) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204**.

(e) The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

(f) At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the City, the Registered Owners of 10% or more of the aggregate principal amount of the Bonds then Outstanding or any designated representative of such Registered Owners. The authority of any designated representative of such Registered Owners must be evidenced to the satisfaction of the Paying Agent.

**Section 206. Execution, Registration, Authentication and Delivery of Bonds.**

(a) Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk and shall have the official seal of the City affixed or imprinted thereon. In case any officer whose signature appears on any Bond ceases to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, as if such Person had remained in office until delivery. Any Bond may be signed by such Persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.

(b) The Mayor and City Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the State Auditor of Missouri as provided by law, and, when duly executed and registered, to deliver the Bonds to the Paying Agent for authentication.

(c) The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A** attached hereto, which shall be manually executed by an authorized signatory of the Paying Agent, but it shall not be necessary that the same signatory sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Ordinance. Upon authentication, the Paying Agent shall deliver the Bonds to or upon the order of the Underwriter, or shall hold the Bonds as FAST Agent for the benefit of the Beneficial Owners, upon payment to the City of the purchase price of the Bonds plus accrued interest thereon, if any, to the date of their delivery.

**Section 207. Mutilated, Destroyed, Lost and Stolen Bonds.**

(a) If (1) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (2) there is delivered to the Paying Agent such security or indemnity as may be required by the Paying Agent to save each of the City and the Paying Agent harmless, then, in the absence of notice to the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and, the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

(b) If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the City may, in its discretion, direct the Paying Agent to pay such Bond instead of delivering a new Bond.

(c) Upon the issuance of any new Bond under this Section, the City or the Paying Agent may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) in connection therewith.

(d) Every new Bond issued pursuant to this Section shall constitute a replacement of the City's prior obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

**Section 208. Cancellation and Destruction of Bonds Upon Payment.** All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be canceled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so canceled and shall file an executed counterpart of such certificate with the City.

**Section 209. Preliminary and Final Official Statement.**

(a) The Preliminary Official Statement, in the form attached hereto as **Exhibit B**, is hereby ratified and approved, and the final Official Statement is hereby authorized and approved by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor is hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Underwriter in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

(b) For the purpose of enabling the Underwriter to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby deems the Preliminary Official Statement to be “final” as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1). The appropriate officers of the City are hereby authorized, if requested, to provide the Underwriter a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Underwriter to comply with the requirement of Rule 15c2-12(b)(1).

(c) The City agrees to provide to the Underwriter within seven business days of the date of the sale of the Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the Underwriter, whichever is earlier, an electronic copy of the final Official Statement to enable the Underwriter to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

**Section 210. Sale of Bonds.** The Mayor is hereby authorized to enter into the Purchase Contract between the City and the Underwriter in substantially the form attached hereto as **Exhibit C**, under which the City agrees to sell the Bonds to the Underwriter at a purchase price of \$10,158,672.40 (representing the original principal amount of the Bonds, plus original issue premium of \$555,672.40, and less an underwriting discount of \$97,000.00), plus accrued interest to the date of delivery, if any, upon the terms and conditions set forth therein and with such changes therein as shall be approved by the Mayor, which officer is hereby authorized to execute the Purchase Contract for and on behalf of the City, such officer’s signature thereon being conclusive evidence of his approval thereof.

**Section 211. Securities Depository.**

(a) The Bonds shall be initially issued as one single authenticated fully-registered bond for each Stated Maturity. Upon initial issuance, the ownership of such Bonds shall be registered in the Bond Register kept by the Paying Agent in the name of Cede & Co., as nominee of the Securities Depository. The Paying Agent and the City may treat the Securities Depository (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or Redemption Price of and interest on the Bonds, selecting the Bonds or portions thereof to be redeemed,

giving any notice permitted or required to be given to Registered Owners of Bonds under this Ordinance, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Paying Agent nor the City shall be affected by any notice to the contrary. Neither the Paying Agent nor the City shall have any responsibility or obligation to any Participant, any Person claiming a beneficial ownership interest in the Bonds under or through the Securities Depository or any Participant, or any other Person that is not shown on the Bond Register kept by the Paying Agent as being a Registered Owner of any Bonds, with respect to the accuracy of any records maintained by the Securities Depository or any Participant, with respect to the payment by the Securities Depository or any Participant of any amount with respect to the principal or Redemption Price of and interest on the Bonds, with respect to any notice which is permitted or required to be given to the Registered Owners of Bonds under this Ordinance, with respect to the selection by the Securities Depository or any Participant of any Person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by the Securities Depository as Registered Owner of the Bonds. The Paying Agent shall pay all principal or Redemption Price of and interest on the Bonds only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal or Redemption Price of and interest on the Bonds to the extent of the sum or sums so paid. No Person other than the Securities Depository (or the Paying Agent as the FAST Agent) shall receive an authenticated Bond for each separate Stated Maturity evidencing the City's obligation to make payments of principal and interest. Upon delivery by the Securities Depository to the Paying Agent of written notice to the effect that the Securities Depository has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(b) If Participants holding a majority position in the Bonds determine that it is in the best interest of the Beneficial Owners that they be able to obtain certificated Bonds, such Participants may notify the Securities Depository and the Paying Agent, whereupon the Securities Depository shall notify the Participants of the availability through the Securities Depository of Bond certificates. In such event, the Bonds will be transferable in accordance with paragraph (d) hereof. The Securities Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and the Paying Agent and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (d) hereof.

(c) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of the Securities Depository, all payments with respect to the principal or Redemption Price of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Securities Depository as provided in the Representation Letter.

(d) If any transfer or exchange of Bonds is permitted under paragraph (a) or (b) hereof, such transfer or exchange shall be accomplished upon receipt by the Paying Agent from the Registered Owners thereof of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this Ordinance. If Bonds are issued to holders other than Cede & Co., its successor as nominee for the Securities Depository as holder of all the Bonds, or other securities depository as holder of all the Bonds, the provisions of this Ordinance shall also apply to all matters relating thereto, including, without limitation, the printing of such Bonds and the method of payment of the principal or Redemption Price of and interest on such Bonds. If Bonds are issued to holders other than the Securities Depository, the Paying Agent may rely on information provided by the Securities Depository or any Participant as to the names, addresses of and principal amounts held by the Beneficial Owners of the Bonds.

**ARTICLE III**

**REDEMPTION OF BONDS**

**Section 301. Redemption of Bonds.**

(a) *Optional Redemption.* At the option of the City, the Bonds or portions thereof maturing on March 1, 2035 and thereafter may be called for redemption and payment prior to their Stated Maturity on March 1, 2034 and thereafter as a whole or in part at any time at the Redemption Price of 100% of the principal amount thereof plus accrued interest thereon to the Redemption Date.

(b) *Mandatory Redemption.* The Bonds maturing in the years 2038, 2040 and 2045 (collectively, the “Term Bonds”) are subject to mandatory redemption and payment prior to their Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** which are to be deposited into the Debt Service Fund shall be sufficient to redeem, and the City shall redeem on March 1 in each year, the following principal amounts of such Term Bonds:

Term Bonds Maturing on March 1, 2038

<u>Year</u>	<u>Principal Amount</u>
2036	\$250,000
2037	810,000
2038 <sup>†</sup>	855,000

<sup>†</sup>Final Maturity

Term Bonds Maturing on March 1, 2040

<u>Year</u>	<u>Principal Amount</u>
2039	\$905,000
2040 <sup>†</sup>	955,000

<sup>†</sup>Final Maturity

Term Bonds Maturing on March 1, 2045

<u>Year</u>	<u>Principal Amount</u>
2043	\$1,090,000
2044	105,000
2045 <sup>†</sup>	100,000

<sup>†</sup>Final Maturity

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the City may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired, (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Registered Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical, or (3) receive a credit with respect to the mandatory redemption obligation of the City under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection (b)) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection (b). Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the City to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity in chronological order, and the principal amount of Term Bonds of the same Stated Maturity to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the City intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the City will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.

### **Section 302. Selection of Bonds to be Redeemed.**

(a) The Paying Agent shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least 45 days prior to the Redemption Date of the City's written instructions specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** are met. The foregoing provisions of this paragraph shall not apply to the mandatory redemption of Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the City and whether or not the Paying Agent holds in the Debt Service Fund moneys available and sufficient to effect the required redemption.

(b) Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed in such order of their Stated Maturities as determined by the City, and Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in \$5,000 units of principal amount by lot or in such other equitable manner as the Paying Agent may determine.

(c) In the case of a partial redemption of Bonds, when Bonds of denominations greater than \$5,000 are then Outstanding, then for all purposes in connection with such redemption each \$5,000 of face value shall be treated as though it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond are selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Registered Owner of such Bond or the Registered Owner's duly authorized agent shall present and surrender such Bond to the Paying Agent (1) for payment of the Redemption Price and interest to the Redemption Date of such \$5,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the Registered Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Registered Owner of any such Bond

fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the Redemption Date to the extent of the \$5,000 unit or units of face value called for redemption (and to that extent only).

(d) Such notice may be conditional upon moneys being on deposit with the Paying Agent on or prior to the Redemption Date in an amount sufficient to pay the Redemption Price on the Redemption Date. If such notice is conditional and moneys are not received, such notice shall be of no force and effect, the Paying Agent shall not redeem such Bonds and the Paying Agent shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

### **Section 303. Notice and Effect of Call for Redemption.**

(a) Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on the City's behalf by mailing a copy of an official redemption notice by first-class mail at least 30 days but not more than 60 days prior to the Redemption Date to the State Auditor of Missouri, the Underwriter and each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register.

(b) All official notices of redemption shall be dated and shall contain the following information:

(1) the Redemption Date;

(2) the Redemption Price;

(3) if less than all Outstanding Bonds are to be redeemed, the CUSIP number, if any, of each Bond being redeemed, Stated Maturity and, in the case of the partial redemption of any Bonds, the respective principal amounts of the Bonds to be redeemed;

(4) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(5) the place where such Bonds are to be surrendered for payment of the Redemption Price.

(c) Prior to any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

(d) Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, the Paying Agent shall prepare for the Registered Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for

redemption shall be canceled and destroyed by the Paying Agent as provided herein and shall not be reissued.

(e) The failure of any Registered Owner to receive the foregoing notice or any defect therein shall not invalidate the effectiveness of the call for redemption.

(f) In addition to the foregoing notice, further notice shall be given by the Paying Agent on the City's behalf as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed.

(1) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (A) the CUSIP number, if any, of each Bond being redeemed; (B) the date of issue of the Bonds as originally issued; (C) the rate of interest borne by each Bond being redeemed; (D) the Stated Maturity of each Bond being redeemed; and (E) any other descriptive information needed to identify accurately the Bonds being redeemed.

(2) Each further notice of redemption shall be filed on the Electronic Municipal Market Access system for municipal securities disclosures ("EMMA") established and maintained by the Municipal Securities Rulemaking Board (or any successor to EMMA established by the Municipal Securities Rulemaking Board), at least one day before the mailing of notice to Registered Owners. If EMMA ceases to exist, then each further notice of redemption shall be sent by first-class, registered or certified mail or overnight delivery, as determined by the Paying Agent, to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(g) So long as the Securities Depository is effecting book-entry transfers of the Bonds, the Paying Agent shall provide the notices specified in this Section only to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

(h) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed therewith the CUSIP number, if any, of each Bond being redeemed with the proceeds of such check or other transfer.

(i) The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

## ARTICLE IV

### SECURITY FOR AND PAYMENT OF BONDS

**Section 401. Security for the Bonds.** The Bonds are general obligations of the City payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the City's territorial limits. The

full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same becomes due.

**Section 402. Levy and Collection of Annual Tax.**

(a) For the purpose of providing for the payment of the principal of and interest on the Bonds as the same becomes due, there is hereby levied upon all of the taxable tangible property within the City a direct annual tax sufficient to produce the amounts necessary for the payment of such principal and interest as the same becomes due and payable in each year.

(b) The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the City's other ad valorem taxes are levied and collected. The proceeds derived from said taxes shall be deposited in the Debt Service Fund, shall be kept separate and apart from all other funds of the City and shall be used solely to pay the principal of and interest on the Bonds as and when the same become due, taking into account scheduled mandatory redemptions, if any, and the fees and expenses of the Paying Agent.

(c) If at any time said taxes are not collected in time to pay the principal of and interest on the Bonds when due, the Finance Officer is hereby authorized and directed to pay said principal of and interest on the Bonds out of the City's general funds and to reimburse said general funds for money so expended when said taxes are collected.

**ARTICLE V**

**ESTABLISHMENT OF FUNDS; DEPOSIT AND APPLICATION OF MONEY**

**Section 501. Establishment of Funds.** There have been or shall be established in the City's treasury and shall be held and administered by the Finance Officer the following separate funds:

- (a) Debt Service Fund.
- (b) Project Fund.
- (c) Rebate Fund.

**Section 502. Deposit of Bond Proceeds.** The net proceeds received from the sale of the Bonds (less \$2,757.78 withheld by the Underwriter for the reimbursement of certain costs of issuance of the Bonds) shall be deposited simultaneously with the delivery of the Bonds as follows:

- (a) All accrued interest, if any, received from the sale of the Bonds shall be deposited in the Debt Service Fund and shall be applied in accordance with **Section 503**.
- (b) The remaining proceeds of the Bonds in the amount of \$10,155,914.62 shall be deposited in the Project Fund and shall be applied in accordance with **Section 504**.

**Section 503. Application of Money in Debt Service Fund.**

(a) All amounts paid and credited to the Debt Service Fund shall be expended and used by the City for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as

and when the same becomes due and the usual and customary fees and expenses of the Paying Agent. The Finance Officer is authorized and directed to withdraw from the Debt Service Fund sums sufficient to pay the principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Paying Agent as and when the same becomes due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before 11:00 a.m. of the Business Day when such principal or Redemption Price, interest and the fees and expenses of the Paying Agent will become due.

(b) If, through the lapse of time or otherwise, the Registered Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the City. All money deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance and shall be held in trust by the Paying Agent for the benefit of the Registered Owners of the Bonds entitled to payment from such money.

(c) Any money or investments remaining in the Debt Service Fund after the retirement of the indebtedness for which the Bonds were issued and all other indebtedness of the City shall be transferred and paid into the City's general fund.

#### **Section 504. Application of Money in the Project Fund.**

(a) Moneys in the Project Fund shall be used by the City solely for the purposes of (i) paying the costs of the Project in accordance with the plans and specifications therefor prepared by the City's architects and engineers and on file in the office of the City Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the City's architects and engineers and approved by the Board of Aldermen, and (ii) paying the costs and expenses of issuing the Bonds and post-issuance compliance of the Bonds, including the fees of attorneys, financial consultants, printers and others employed to render professional services and other costs, fees and expenses incurred in connection with the issuance of the Bonds.

(b) The City shall make withdrawals from the Project Fund solely for the purpose of paying the costs of the Project, including the payment of all costs and expenses incident to the issuance of the Bonds, in accordance with the City's customary practices for expenditure of funds. Such withdrawals shall be made only for purposes within the scope of this Ordinance and only if the amount of any such payment represents the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, an amount not in excess of the reasonable value thereof. Nothing hereinbefore contained shall prevent the payment out of the Project Fund of all costs and expenses incident to the issuance of the Bonds, including the fees of attorneys, financial consultants, printers and others employed to render professional services and other costs, fees and expenses incurred in connection with the issuance of the Bonds.

(c) The City may, in its discretion, provide for the transfer to the Paying Agent of a portion of the proceeds of the Bonds sufficient to pay the costs of issuance of the Bonds. In such event, the Paying Agent shall, upon the submission of invoices therefor, pay all or a portion of the costs of issuance as the City's agent. The Paying Agent shall, after all costs of issuance have been paid, transfer any remaining moneys to the City for deposit in the Project Fund.

(d) Upon completion of the Project, any surplus remaining in the Project Fund shall be transferred to and deposited in the Debt Service Fund.

**Section 505. Application of Money in the Rebate Fund.**

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Federal Tax Certificate. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent necessary to satisfy the arbitrage rebate required pursuant to the Federal Tax Certificate for payment to the United States of America, and neither the City nor the Registered Owner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Federal Tax Certificate.

(b) The City shall periodically determine the amount of arbitrage rebate under Section 148(f) of the Code in accordance with the Federal Tax Certificate, and the City shall make payments to the United States of America at the times and in the amounts determined under the Federal Tax Certificate. Any money remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any arbitrage rebate required pursuant to the Federal Tax Certificate, or provision made therefor, shall be released to the City.

(c) Notwithstanding any other provision of this Ordinance, including in particular **Article VII** hereof, the obligation to pay arbitrage rebate to the United States and to comply with all other requirements of this Section and the Federal Tax Certificate shall survive the defeasance or payment in full of the Bonds.

**Section 506. Deposits and Investment of Money.**

(a) Money in each of the funds created by and referred to in this Ordinance shall be deposited in a bank or banks or other legally permitted financial institutions located in the State of Missouri that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the financial institutions holding such deposits as provided by the laws of the State of Missouri. All such money shall be kept separate and apart from all other funds of the City so that there shall be no commingling of such funds with any other funds of the City.

(b) Money held in any fund created by or referred to in this Ordinance may be invested by the Finance Officer at the direction of the Board of Aldermen, in accordance with this Ordinance and the Federal Tax Certificate, in Permitted Investments; provided, however, that no such investment may be made for a period extending longer than to the date when the money invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any fund shall accrue to and become a part of such fund.

**Section 507. Nonpresentment of Bonds.** If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the City to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his or her part under this Ordinance or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due at Maturity, the Paying Agent shall, without liability for interest thereon, repay to the City the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

**Section 508. Payments Due on Saturdays, Sundays and Holidays.** In any case where a Bond Payment Date is not a Business Day, then payment of the principal or Redemption Price of and interest on the Bonds need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

## ARTICLE VI

### REMEDIES

**Section 601. Remedies.** The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the City and the Registered Owners of the Bonds, and the Registered Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Registered Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the Constitution and laws of the State of Missouri;

(b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

**Section 602. Limitation on Rights of Registered Owners.** The covenants and agreements of the City contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds. All of the Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal or Redemption Price of and the interest on the Bonds, or otherwise, except as to rate of interest, or date of Maturity or right of prior redemption as provided in this Ordinance. No one or more Registered Owners secured hereby shall have any right in any manner whatsoever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Bonds.

**Section 603. Remedies Cumulative.** No remedy conferred herein upon the Registered Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Registered Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by any Registered Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or

abandoned for any reason, or has been determined adversely to such Registered Owner, then, and in every such case, the City and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Registered Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

**Section 604. Exception for Continuing Disclosure.** This **Article VI** shall not apply to **Section 805** hereof regarding the City's continuing disclosure obligations, and Registered Owners or Beneficial Owners (as defined in the Continuing Disclosure Undertaking) of the Bonds shall have no remedies for enforcement of said obligations other than the remedies provided for in **Section 805** hereof and the City's Continuing Disclosure Undertaking, attached as **Exhibit D** hereto.

## **ARTICLE VII**

### **DEFEASANCE**

#### **Section 701. Defeasance.**

(a) When any or all of the Bonds or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and the pledge of the City's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State of Missouri and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the scheduled interest payments thereon, in trust for and irrevocably appropriated thereto, money and/or Defeasance Obligations that, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of and redemption premium, if any, on said Bonds and interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds are to be redeemed prior to their Stated Maturity, (i) the City has elected to redeem such Bonds, and (ii) either notice of such redemption has been given, or the City has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to give such notice of redemption in compliance with **Section 302(a)**.

(b) Any money and Defeasance Obligations that at any time are deposited by or on behalf of the City with the Paying Agent or other commercial bank or trust company, for the purpose of paying and discharging any of the Bonds or the scheduled interest payments thereon, shall be and are hereby assigned, transferred and set over to the Paying Agent or other commercial bank or trust company in trust for the respective Registered Owners of the Bonds, and such money shall be and is hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or other commercial bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Ordinance.

(c) To accomplish a defeasance of the principal of the Bonds or scheduled interest payments thereon when the City will rely on interest to be earned on any Defeasance Obligations deposited more than 180 days prior to the full payment of the principal of the Bonds or scheduled interest payments thereon, the City shall cause to be delivered to the Paying Agent (1) a report of an independent firm of nationally recognized certified public accountants or such other firm as may be acceptable to Bond Counsel verifying the sufficiency of the escrow established to pay the principal of the Bonds or scheduled interest payments thereon in full at the Stated Maturity or Redemption Date thereof, (2) an escrow deposit

agreement or instruction letter between the City and an escrow agent and (3) an opinion of Bond Counsel to the effect that the principal of the Bonds or scheduled interest payments thereon are no longer “Outstanding” under this Ordinance. Bonds shall be deemed “Outstanding” under this Ordinance unless and until they are in fact paid and retired or the criteria of this Section are met.

## ARTICLE VIII

### MISCELLANEOUS PROVISIONS

**Section 801. Tax Covenants.** The City covenants and agrees to comply with all provisions and requirements of the Federal Tax Certificate, in substantially the same form attached hereto as **Exhibit E**, which is hereby approved, with such changes therein as shall be approved by the Mayor and the City Administrator, as Bond Compliance Officer, which officers are hereby authorized to execute the Federal Tax Certificate for and on behalf of the City, such officers’ signatures thereon being conclusive evidence of their approval thereof.

#### **Section 802. Annual Audit.**

(a) Annually, promptly after the end of the fiscal year, the City will cause an audit to be made of its funds and accounts for the preceding fiscal year by an independent certified public accountant or firm of independent certified public accountants.

(b) Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the City Clerk. Such audits shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Registered Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Registered Owner.

(c) As soon as possible after the completion of the annual audit, the governing body of the City shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Ordinance, the City shall promptly cure such deficiency.

#### **Section 803. Amendments.**

(a) Notwithstanding the City’s obligations under the Continuing Disclosure Undertaking, which may only be modified as provided therein, the rights and duties of the City and the Registered Owners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any respect by ordinance of the City with the written consent of the Registered Owners of not less than a majority in principal amount of the Bonds then Outstanding. Such consent shall be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk. No such modification or alteration may:

- (1) extend the maturity of any payment of principal or interest due upon any Bond;
- (2) alter the optional redemption provisions of any Bond;
- (3) effect a reduction in the amount which the City is required to pay as principal of or interest on any Bond;
- (4) permit preference or priority of any Bond over any other Bond; or

(5) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance.

(b) Any provision of the Bonds or of this Ordinance may, however, be amended or modified by ordinance duly adopted by the governing body of the City at any time in any legal respect with the written consent of the Registered Owners of all of the Bonds at the time Outstanding.

(c) Without notice to or the consent of any Registered Owners, the City may amend or supplement this Ordinance for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein or in connection with any other change herein which is not materially adverse to the interests of the Registered Owners.

(d) Every amendment or modification of the provisions of the Bonds or of this Ordinance, to which the written consent of the Registered Owners is given, as above provided, shall be expressed in an ordinance adopted by the governing body of the City amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. A certified copy of every such amendatory or supplemental ordinance if any, and a certified copy of this Ordinance shall always be kept on file in the office of the City Clerk and shall be made available for inspection by the Registered Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or of this Ordinance will be sent by the City Clerk to any such Registered Owner or prospective Registered Owner.

(e) Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of the ordinance of the City hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

(f) The City shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Ordinance which affects the duties or obligations of the Paying Agent under this Ordinance.

#### **Section 804. Notices, Consents and Other Instruments by Registered Owners.**

(a) Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Registered Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (other than the assignment of the ownership of a Bond as provided for in the form of Bond set forth in **Exhibit A** attached hereto), if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(1) The fact and date of the execution by any Person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(2) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

(b) In determining whether the Registered Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Ordinance, Bonds owned by the City shall be disregarded and deemed not to be Outstanding under this Ordinance, except that, in determining whether the Registered Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Registered Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Registered Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the City.

**Section 805. Notices.** Except as otherwise provided herein, it shall be sufficient service of any notice, request, complaint, demand or other paper required by this Ordinance to be given to or filed with the following parties if the same is duly mailed by certified or registered mail (return receipt requested) addressed:

(a) To the City at:

City of Glendale  
424 North Sappington Road  
Glendale, Missouri 63122  
Attention: City Administrator

(b) To the Paying Agent at:

BOKF, NA  
200 North Broadway, Suite 1710  
St. Louis, Missouri 63102

(c) To the Purchaser at:

Stifel, Nicolaus & Company, Incorporated  
501 North Broadway, 10th Floor  
St. Louis, Missouri 63102  
Attention: Public Finance Department

(d) To the State Auditor at:

State Auditor's Office  
Truman State Office Building, 8th Floor  
301 West High Street  
Jefferson City, Missouri 65101

**Section 806. Continuing Disclosure.** The Continuing Disclosure Undertaking (in substantially the same form attached hereto as **Exhibit D**) is hereby authorized and approved and the Mayor is hereby authorized to execute the Continuing Disclosure Undertaking. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Upon the City's failure to comply with the Continuing Disclosure Undertaking, any Registered Owner may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this Section.

**Section 807. Further Authority.** The officers of the City, including the Mayor and City Administrator/City Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 808. Electronic Transactions.** The transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 809. Parties Interested Herein.** Nothing in this Ordinance express or implied is intended or shall be construed to confer upon, or to give to, any Person or entity, other than the City, the Paying Agent and the Registered Owners of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Paying Agent and the Registered Owners of the Bonds.

**Section 810. Severability.** If any section or other part of this Ordinance is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

**Section 811. Governing Law.** This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 812. Effective Date.** This Ordinance shall take effect and be in full force from and after its passage by the Board of Aldermen and approval by the Mayor.

**Section 813. Recitals and Exhibits Incorporated.** The City hereby finds and determines those matters set forth in the Recitals and Exhibits hereof as fully and completely as if set out in full in this **Section 813**.

[Remainder of Page Intentionally Left Blank.]

**PASSED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Glendale, Missouri, this 16th day of June, 2025.

**CITY OF GLENDALE, MISSOURI**

(SEAL)

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Administrator/City Clerk

[Ordinance]



whose name this Bond is registered on the registration books maintained by the Paying Agent (the “Bond Register”) at the close of business on the Record Date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month preceding such Interest Payment Date. The principal or Redemption Price of and interest on this Bond shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or such other address furnished to the Paying Agent in writing by such Registered Owner or (b) by electronic transfer to such Registered Owner upon written notice signed by such Registered Owner and given to the Paying Agent not less than 15 days prior to the Record Date for such payment, containing the electronic transfer instructions including the name and address of the bank, its ABA routing number and the account number to which such Registered Owner wishes to have such transfer directed, and an acknowledgment that an electronic transfer fee may be applicable. The principal or Redemption Price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This Bond is one of an authorized series of bonds of the City designated “General Obligation Bonds, Series 2025,” aggregating the principal amount of \$9,700,000 (the “Bonds”), issued by the City for the purpose of (a) paying the costs of the Project, and (b) paying the costs of issuing the Bonds, under the authority of and in full compliance with the constitution and laws of the State of Missouri, and pursuant to an ordinance duly passed (the “Ordinance”) and proceedings duly and legally had by the governing body of the City. *Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Ordinance.*

At the option of the City, the Bonds or portions thereof maturing on March 1, 2035 and thereafter may be called for redemption and payment prior to their Stated Maturity on March 1, 2034 and thereafter as a whole or in part at any time in such order of maturity as shall be determined by the City (Bonds of less than a full maturity to be selected in multiples of \$5,000 by lot or such other equitable manner as the Paying Agent shall designate), at the Redemption Price of 100% of the principal amount thereof plus accrued interest thereon to the Redemption Date.

The Term Bonds are subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of the Ordinance at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date.

Notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first-class mail at least 30 days but not more than 60 days prior to the Redemption Date to the State Auditor of Missouri, the original purchaser of the Bonds and each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register maintained by the Paying Agent. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the City defaults in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest.

The Bonds constitute general obligations of the City payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same becomes due.

The Bonds are issuable in the form of fully registered Bonds in the denominations of \$5,000 or any integral multiple thereof.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One Bond certificate with respect to each date on which the Bonds are stated to mature, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody or in the custody of the Paying Agent as its agent. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants. The Paying Agent and the City will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (1) payments of principal or Redemption Price of and interest on, this Bond, (2) notices, and (3) voting. Transfers of principal and interest payments to participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Paying Agent and the City will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of and interest on this Bond shall be made in accordance with existing arrangements between the Paying Agent, the City and the Securities Depository.

EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

This Bond may be transferred or exchanged, as provided in the Ordinance, only on the Bond Register kept for that purpose at the principal payment office or such other office designated by the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the Person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or Redemption Price hereof and interest due hereon and for all other purposes.

The proceedings relating to the issuance of the Bonds have been presented to and filed with the State Auditor of Missouri, who has examined the same and has issued a certificate that such proceedings comply with the laws of the State of Missouri and that the conditions of the contract under which the Bonds were ordered to be issued have been complied with.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon has been executed by the Paying Agent.

**IT IS HEREBY DECLARED AND CERTIFIED** that all acts, conditions and things required to be done and to exist precedent to and in the issuance of the Bonds have been done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Missouri; that a direct annual tax upon all taxable tangible property situated in the City has been levied for the purpose of paying the principal of and interest on the Bonds when due; and that the total indebtedness of the City, including this Bond and the series of which it is one, does not exceed any constitutional or statutory limitation.

**IN WITNESS WHEREOF**, the **CITY OF GLENDALE, MISSOURI**, has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and its official seal to be affixed hereon.

**CERTIFICATE OF AUTHENTICATION**

**CITY OF GLENDALE, MISSOURI**

This Bond is one of the Bonds of the issue described in the within-mentioned Ordinance.

By: \_\_\_\_\_  
Mayor

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

**BOKE, NA**  
as Paying Agent

(Seal)

ATTEST:

By \_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
City Administrator/City Clerk

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**ASSIGNMENT**

**FOR VALUE RECEIVED**, the undersigned hereby sells, assigns and transfers unto

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Print or Type Name, Address and Social Security Number  
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

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NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Medallion Signature Guarantee:

**EXHIBIT B  
TO ORDINANCE**

**PRELIMINARY OFFICIAL STATEMENT**

[On file in the office of the City Clerk.]

**EXHIBIT C  
TO ORDINANCE**

**PURCHASE CONTRACT**

[On file in the office of the City Clerk.]

**EXHIBIT D  
TO ORDINANCE**

**CONTINUING DISCLOSURE UNDERTAKING**

[On file in the office of the City Clerk.]

**EXHIBIT E  
TO ORDINANCE**

**FEDERAL TAX CERTIFICATE**

[On file in the office of the City Clerk.]

**CERTIFICATE**

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of Ordinance No. \_\_\_\_\_ of the City of Glendale, Missouri, adopted by the Board of Aldermen on June 16, 2025, authorizing the issuance of \$9,700,000 principal amount of General Obligation Bonds, Series 2025, as the same appears of record in my office, and that said Ordinance has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: July 1, 2025.

(Seal)

\_\_\_\_\_  
City Administrator/City Clerk  
of the City of Glendale, Missouri

A RESOLUTION ADOPTING THE FY 2026 – FY 2030 CAPITAL IMPROVEMENT PROGRAM

**WHEREAS**, the duly appointed Budget Officer has prepared and submitted to the Mayor and Board of Aldermen a proposed Capital Improvement Program for the City of Glendale for Fiscal Years 2026-2030 pursuant to the authorization set out in Section 105.270 (4) of the Glendale City Code; and

**WHEREAS**, the Board of Aldermen has examined the estimates of expenditures for the 2026-2030 fiscal years and has determined that this financial plan shall be established for five (5) years with continuing annual updates; and

**WHEREAS**, the Board of Aldermen has determined that the Capital Improvement Program shall serve to complement the Annual Budget and the Comprehensive Annual Financial Statements as a planning tool.

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

**SECTION ONE:**

The Capital Improvement Program for 2026-2030 fiscal years is hereby adopted and attached as “Exhibit A”. Said beginning fiscal year is to commence on July 1, 2025 and the final fiscal year is to end on June 30, 2030.

This Resolution passed and approved this 16<sup>th</sup> day of June, 2025.

\_\_\_\_\_  
Michael A. Wilcox  
Mayor

ATTEST:

\_\_\_\_\_  
Frank Johnson  
City Administrator/City Clerk

# Exhibit A

## Capital Improvement Program (CIP) Summary

FY 2026 - FY 2030



Department	Project/Equipment	Revenue Source	Cumulative Prior Yrs.	FY26	FY27	FY 28	FY 29	FY 30	TOTAL
Administration	Comp Plan & Zoning Code Update	Capital Improvement Fund		25,000					25,000
Administration	Permitting and Code Enf. software	Capital Improvement Fund		24,500					24,500
Police	Police Patrol Vehicles	Capital Improvement Fund		46,000	46,500	47,000	47,500		187,000
Police	Bullet Proof Vests	Capital Improvement Fund		1,500	10,500	1,500	1,500	1,500	16,500
Police	Information Technology Contract	Capital Improvement Fund		72,700	21,900	80,200			174,800
Police	Covered Car Port	Capital Improvement Fund		30,000					30,000
Police	Body & Mobile Cameras	Capital Improvement Fund		8,400	8,400	8,600	8,600	8,600	42,600
Police	Flock Security Cameras	Capital Improvement Fund		12,500	12,500	12,500	12,500	12,500	62,500
Police	Sig Sauer Police Handguns	Capital Improvement Fund			12,000				12,000
Police	Sig Sauer Patrol Rifles	Capital Improvement Fund		7,500					7,500
Fire	NFPA Compliance Equipment	Capital Improvement Fund		11,000	8,000	8,000	8,000	8,000	43,000
Fire	Turn Out Gear	Capital Improvement Fund		5,000	5,000	65,000	5,000	5,000	85,000
Fire	Cardiac Monitor	Capital Improvement Fund			50,000				50,000
Fire	Radios portable	Capital Improvement Fund		115,000					115,000
Fire	Computer & Cradle	Capital Improvement Fund		7,000					7,000
Fire	Fire Apparatus	Capital Improvement Fund				1,200,000			1,200,000
Fire	Stair Climber	Capital Improvement Fund		8,000					8,000
Fire	Engine Bay Resurface	Capital Improvement Fund					32,000		32,000
Fire	Shower Doors	Capital Improvement Fund		4,000					4,000
Public Works	Novachip	Capital Improvement Fund		225,500					225,500
Public Works	Streets-Crackseal & Sealcoat	Capital Improvement Fund		49,000	50,000	51,000	52,000	53,000	255,000
Public Works	Miscellaneous Tools & Equipment	Capital Improvement Fund		3,000	3,000	3,000	3,000	3,000	15,000
Public Works	Salt Storage Door	Capital Improvement Fund			9,000				9,000
Public Works	TRIM Grant Program	Capital Improvement Fund		12,000	12,000	12,000	12,000	12,000	60,000
Public Works	50/50 Sidewalk Repairs & Improvement	Capital Improvement Fund		6,000	6,000	6,000	6,000	6,000	30,000
Public Works	Pedestrian Safety Devices	Capital Improvement Fund		25,000					25,000
Public Works	50/50 Tree Planting Program	Capital Improvement Fund		6,000	6,000	6,000	6,000	6,000	30,000



**Capital Improvement Program (CIP) Summary**

FY 2026 - FY 2030

Department	Project/Equipment	Revenue Source	Cumulative Prior Yrs.	FY26	FY27	FY 28	FY 29	FY 30	TOTAL
Public Works	PW Building Updates	Capital Improvement Fund			35,000				35,000
Public Works	Paint Striper	Capital Improvement Fund			6,000				6,000
Public Works	2 1/2 Ton Dump Truck	Capital Improvement Fund		44,000					44,000
Public Works	E. Essex Ave STP Phase 1	Capital Improvement Fund		107,500					107,500
Public Works	E. Essex Ave STP Phase 2	Capital Improvement Fund			109,800	170,600	206,100	1,238,000	1,724,500
Public Works	N. Sappington STP	Capital Improvement Fund		480,000	485,000				965,000
Public Works	N. Sappington ROW	Capital Improvement Fund		52,000					52,000
Public Works	Prop S	Capital Improvement Fund		4,192,000	2,737,300	3,912,700	3,405,100	3,548,500	17,795,600
Public Works	Skid Steer	Capital Improvement Fund				94,000			94,000
Public Works	Backhoe	Capital Improvement Fund					150,000		150,000
Public Works	Utility Truck	Capital Improvement Fund			70,000				70,000
Public Works	Venneman Reclassification	Capital Improvement Fund		8,100					8,100
Public Works	Asphalt Curbing	Capital Improvement Fund		20,000					20,000
Public Works	Glenway Stormwater	Capital Improvement Fund		139,000					139,000
Public Works	Stormwater Detention Ssystems	Parks & Storm Water Fund		5,000	5,000	5,000	5,000	5,000	25,000
<b>TOTALS</b>			<b>\$ -</b>	<b>\$ 5,752,200</b>	<b>\$ 3,708,900</b>	<b>\$ 5,683,100</b>	<b>\$ 3,960,300</b>	<b>\$ 4,907,100</b>	<b>\$ 24,011,600</b>

**Capital Improvement Program (CIP) Estimated Revenue Sources**

	Cumulative Prior Yrs.	FY 26	FY27	FY 28	FY 29	FY 30	TOTAL
Sales Tax		510,000	515,000	520,000	525,000	530,000	2,600,000
Transfers		60,000	60,000	60,000	60,000	60,000	300,000
Sale of Surplus Equipn		5,000	5,000	5,000	5,000	5,000	25,000
Grants, Trim		7,000	7,000	7,000	7,000	7,000	35,000
Fire Sales Tax		37,000	38,000	39,000	40,000	41,000	195,000
MSD Reimbursement							0
E. Essex STP reimbursement		80,000	76,860	120,400	145,500	874,000	1,296,760
Sappington STP reimbursement		384,000	388,000				772,000



### Capital Improvement Program (CIP) Summary

FY 2026 - FY 2030

Department	Project/Equipment	Revenue Source	Cumulative Prior Yrs.	FY26	FY27	FY 28	FY 29	FY 30	TOTAL
	Tree Planting reimbursement			3,000	3,000	3,000	3,000	3,000	15,000
	Sidewalk reimbursement			3,000	3,000	3,000	3,000	3,000	15,000
	Prop S			4,192,000	2,737,300	3,912,700	3,405,100	3,548,500	17,795,600
				0	0				0
<b>TOTALS</b>			<b>\$ -</b>	<b>\$ 5,281,000</b>	<b>\$ 3,833,160</b>	<b>\$ 4,670,100</b>	<b>\$ 4,193,600</b>	<b>\$ 5,071,500</b>	<b>\$ 23,049,360</b>

Surplus/(Deficit)		(471,200)	124,260	(1,013,000)	233,300	164,400
Fund Balance	1,252,043	780,843	905,103	(107,897)	125,403	289,803

A RESOLUTION AMENDING THE ANNUAL BUDGET OF THE CITY OF GLENDALE FOR FISCAL YEAR 2025 TO ACCOUNT FOR CHANGES IN VARIOUS REVENUE AND EXPENDITURE LINE-ITEM ACCOUNTS

**WHEREAS**, Chapter 67 of Missouri Revised Statutes requires that City expenditures be authorized by the Board of Alderman through an annual budget; and

**WHEREAS**, on June 17, 2024, the Board of Aldermen adopted Ordinance Number 14-24 to officially adopt an annual operating budget for the City of Glendale’s Fiscal Year (FY) 2025, which appropriated funds for the uses enumerated therein; and

**WHEREAS**, the City’s annual budget includes estimates of both revenue and expenditures to be realized by each of the city’s funds, including the General Fund, the Capital Improvements Fund, and other such funds created as distinct units of accounting; and

**WHEREAS**, the Board of Aldermen has completed a review of mid-year financial statements and has determined that amendments to various revenue and expenditure line-item accounts within various funds in the FY 2025 budget are necessary; and

**WHEREAS**, sufficient funds are available to accommodate these budget amendments.

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

**SECTION ONE:**

The Annual Budget of the City of Glendale for Fiscal Year 2025 is hereby amended as follows:

<b><u>General Fund</u></b>	<b><u>CURRENT</u></b>	<b><u>AMENDED</u></b>
Revenues	<b>BUDGET</b>	<b>BUDGET</b>
Real Prop. Taxes 10001-01011	\$ 690,000	\$ 720,000
Local Option Use Tax 10001-01110	\$ 340,000	\$ 295,000
Merchants License 10001-03020	\$ 164,000	\$ 145,000
Cable TV 10001-03060	\$ 60,000	\$ 46,000
Investment Income 10001-05010	\$ 175,000	\$ 238,000
<b>Total</b>	<b>\$1,429,000</b>	<b>\$1,444,000</b>

	<u>CURRENT BUDGET</u>	<u>AMENDED BUDGET</u>
Expenditures		
Salaries FT (Admin) 10010-11020	\$ 178,400	\$ 223,500
Salaries PT (Admin) 10010-11030	\$ 65,000	\$ 18,200
Prof. Services (Admin)10030-11050	\$ 45,000	\$ 73,300
Salaries PT (Police) 10030-11030	\$ 64,900	\$ 40,500
Salaries FT (Fire) 10050-11020	\$1,015,500	\$1,004,000
Salaries FT (PW) 10060-11020	\$ 304,200	\$ 230,000
Employee Ins. (PW) 10060-11040	\$ 90,000	\$ 63,500
Forestry (PW) 10060-22140	\$ 17,000	\$ 32,400
Other Commodities (PW) 10060-22290	\$ 7,000	\$ 20,700
Street Maintenance (PW) 10060-22310	\$ 44,000	\$ 25,200
Trf. To Cap. Imp. Fund (PW) 10060-33065	\$ 0	\$ 250,000
Total	\$1,831,000	\$1,981,300

**Sanitation Fund**

## Revenues

Sanitation Fees 30001-05041	\$ 751,900	\$ 787,200
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## Expenditures

Residential Collection 30070-22331	\$ 712,100	\$ 754,600
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**Police & Fire Pension Fund**

## Revenues

Real Taxes 60001-01011	\$ 460,000	\$ 480,000
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**Parks & Stormwater Fund**

## Revenues

Sales Tax 85001-01051	\$ 160,000	\$ 187,000
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## Expenditures

Other Contractual 85070-22220	\$ 96,000	\$ 151,200
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**ARPA Fund**

## Revenues

Grant Income 86001-02051	\$ 193,000	\$ 235,217
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## Expenditures

Transfer to Cap. Fund 86070-33080	\$ 215,495	\$ 275,788
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**Capital Improvements Fund**

## Revenues

Sales Tax 90001-01052	\$ 515,000	\$ 504,000
E. Essex STP Reimb. 90001-05031	\$ 749,600	\$ 613,800
Sappington Rd STP Reimb. 90001-05032	\$ 65,600	\$ 80,000
MSD Reimbursement 90001-05033	\$ 0	\$ 92,500
<u>Transfers from Other Funds 90001-05034</u>	<u>\$ 275,495</u>	<u>\$ 585,800</u>
Total	\$1,605,695	\$1,876,100

## Expenditures

Other Cap. Outlay (Admin) 90010-44030	\$ 85,000	\$ 60,000
Building & Land (Police) 90030-44040	\$ 30,000	\$ 0
Other Cap. Outlay (Fire) 90050-44030	\$ 66,000	\$ 45,300
Building & Land (Fire) 90050-44040	\$ 35,000	\$ 17,000
Automotive(PW) 90060-44020	\$ 153,000	\$ 100,000
E. Essex STP (PW) 90060-44033	\$ 937,000	\$ 829,500
N. Sapp. Rd. STP (PW) 90060-44034	\$ 82,000	\$ 100,000
Buildings & Land (PW) 90060-44040	\$ 55,000	\$ 44,400
Novachip (PW) 90060-44050	\$ 87,000	\$ 99,700
Crackseal & Sealcoat (PW) 90060-44051	\$ 87,000	\$ 35,000
Streets Other (PW) 90060-44070	\$ 400,000	\$ 421,600
<u>Curbs (PW) 90060-44100</u>	<u>\$ 39,000</u>	<u>\$ 20,000</u>
Total	\$2,056,000	\$1,772,500

This Resolution passed and approved this 16<sup>th</sup> day of June 2025.

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Michael A. Wilcox  
Mayor

ATTEST:

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Frank Johnson  
City Administrator

## INTER-OFFICE MEMORANDUM

TO: Frank Johnson, City Administrator

FROM: Bob Catlett, Technology Manager

DATE: May 28, 2025

RE: Recommendation to Amend Current Technology Contract

As you are aware, the City's current professional services contract with Miken Technologies expires on January 31, 2026. In preparation for the renewal, City staff met with representatives from Miken Technologies to discuss recommendations for expansion of services, technology needs, etc.

Several issues have precipitated this expansion of technology services:

- A. Current hardware is running Microsoft Windows 10, which will reach "end of support" on October 14, 2025. Many of our workstations are able to be upgraded to Windows 11; however, our workstations at this time are anywhere from 5-9 years old and in need of replacement, which we will be presenting a replacement plan after July 1, 2025). Our current hardware inventory consists of 4 Servers (2 physical and 2 virtual, 3 Firewalls, Phone System [integrated into the network], and 39 workstations/laptops.
- B. Current FBI policy now requires 24x7 physical system monitoring (network, servers, firewalls, and workstations) for security threats, such as intrusions, denial of service, ransomware, multi-factor authentication when logging into the network, etc. While we currently have software in place to perform some of these tasks (security threats, malware detection), FBI policy now requires an outside certified cybersecurity firm to conduct this monitoring and testing of all security functions (penetration testing, intrusion monitoring, security patch updates, etc.). This "Managed Detection and Response" (MDR) plan is required for our police department to be able to be in compliance with the FBI policy in order to access criminal history information, etc. It also makes sense that the entire network be part of this program to ensure threats of attack, which could lead to thousands, if not millions of dollars, to mitigate these threats.

While FBI policy applies only to the police side of the City's network, the City's cybersecurity insurance also requires forms of this protection as well in the event of a ransomware attack. The addition of this MDR plan adds \$556.40 monthly to the existing plan.

Therefore, I recommend the amendment of our current Technology Services contract to include these enhanced services effective July 1, 2025.

A RESOLUTION AUTHORIZING THE EXECUTION OF A 3-YEAR TECHNOLOGY  
MANAGED SERVICE PLAN WITH MIKEN TECHNOLOGIES

**WHEREAS**, for a number of years, the City of Glendale has contracted with Miken Technologies for the ongoing daily support of the City’s computer network infrastructure including preventive maintenance, as well as licensing certain essential software applications, such as Microsoft 365 and firewall and backup services; and

**WHEREAS**, the previous three-year contract with Miken has concluded; and

**WHEREAS**, the City, being satisfied with Miken’s service and reasonable pricing desires to renew its agreement for on-call, preventative, and software services for another three (3) year period; and

**WHEREAS**, staff has reviewed Miken’s proposed contract and recommends adoption based on Miken’s strong existing relationship with the city, qualifications, and price.

**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, hereby approves the Agreement with Miken for providing a 3-Year Technology Service Plan in substantially the form attached hereto as Exhibit A (the “Agreement”).

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

**SECTION THREE:** This resolution shall become effective upon its passage.

This Resolution Passed and Approved the 16<sup>th</sup> day of June, 2025.

\_\_\_\_\_  
Michael A. Wilcox  
Mayor

ATTEST:

\_\_\_\_\_  
Frank Johnson  
City Administrator/City Clerk



2132 Tenbrook Road  
 Arnold, MO 63010  
 Phone: (314) 961-0501 Fax: (314) 961-0719

**Quote**  
**430596**

Date: 5/26/2025

Prepared for:  
 Bob Catlett  
 Glendale Police Department  
 424 North Sappington  
 Glendale, MO 63122 USA

Terms: Net 30  
 Account #: 74  
 Phone: (314) 965-0000  
 Fax: (314) 965-4772

Quantity	Description	UOM	Sell	Total
	Years One thru Three			
	Total price will change if quantities vary.			
	Please see description document for explanation of services and products.			
1.00	Total Secure Care Server Support + Protection	EA	\$225.00	\$225.00
4.00	Total Secure Care Server Support + Protection (Add Servers)	EA	\$85.00	\$340.00
35.00	Total Secure Care Workstation Support + Protection	EA	\$75.00	\$2,625.00
	Items below are subject to manufacturers' Government or Commercial contract pricing. These items may fluctuate year by year due to market conditions.			
1.00	Datto Backup Appliance & Offsite Backup Storage	EA	\$705.33	\$705.33
1.00	SonicWALL security services provided by manufacturer. (monthly)	EA	\$95.00	\$95.00
1.00	Domain Name Renewal - glendalemo.org	EA	\$3.75	\$3.75
39.00	Microsoft® Office 365 ProPlus for GCC	EA	\$12.00	\$468.00
49.00	Microsoft® Exchange Online Plan 1 for GCC	EA	\$4.80	\$235.20
57.00	Barracuda SPAM Protection + Archiving	EA	\$4.00	\$228.00
1.00	SSL Certificate - rd.glendalemo.org	EA	\$5.00	\$5.00

**Do NOT pay from this quote - a final invoice will be sent upon completion**

**Quote Total: \$4,930.28**

**Quoted by:** Mike Smith, pcdr@miken.net

**Date Sent:** 5/26/2025

**Accepted by:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

Warranty Terms: All equipment sold by Miken Technologies is governed by manufacturers warranty. No additional warranty is implied or expressed by Miken Technologies.

Terms of payment: All past due accounts are subject to a 1.5% monthly finance charge. \$15 service charge on all returned checks. Customer agrees to pay any and all collection fees, court costs and/or legal fees incurred by Miken Technologies for late or nonpayment collections. All returns are subject to a 20% restocking fee.

Data Backup: It is the client's responsibility to have a current backup of data and programs. Client assumes all risk of loss of data from any and all causes or in any way related to or resulting from the repair, upgrade or installation associated with the work to be performed herein by Miken Technologies.

Description of services and products as listed on Miken Technologies quote 430596:

Total Secure Care Server Support + Protection includes: 24 X7 monitoring of server hardware, operating system and backup.

Unlimited on-site or remote support services.

Preventative maintenance which includes the scheduled updates of the server operating system and end point protection. This does require a complete system reboot which will be part of the scheduled maintenance window.

Managed Detection and Response (MDR) is included and is provided by Adlumin. In the event of a possible security threat, the questionable hardware device is quarantined, tested, remediated, documented and released back into production. This service is available 24X7 and managed by a live team of Security Technologists.

Total Secure Care Workstation Support + Protection includes: 24 X7 monitoring of Endpoint / workstation hardware, operating system and backup.

Unlimited on-site or remote support services.

Preventative maintenance which includes the scheduled updates of the workstation operating system and end point protection. This does require a complete system reboot which will be part of the scheduled maintenance window.

Managed Detection and Response (MDR) is included and is provided by Adlumin. In the event of a possible security threat, the questionable hardware device is quarantined, tested, remediated, documented and released back into production. This service is available 24X7 and managed by a live team of Security Technologists.

Datto Backup Appliance & Offsite Backup Storage:

Provides local and cloud secure backup for server data and programs. The solution includes the ability to run from the local (device) or cloud if a disaster is declared and the network server is not available or inaccessible. The backups are performed automatically throughout each day and tested periodically as part of the maintenance support plan.

#### SonicWall Security Services:

This security software is installed on your existing firewall and works in conjunction with your existing hardware SonicWall TZ series. This security software can be carried over from firewall to firewall as the hardware platforms are replaced over time.

#### Domain Name Renewal:

This represents the cost to maintain the domain [www.glendalemo.org](http://www.glendalemo.org).

#### Microsoft Office 365 Pro Plus:

This product is provided by Microsoft and delivers your Office applications such as Word, Excel, PowerPoint, etc. This also includes MS' One-Drive product. This is a monthly service and can be adjusted with a 30-day notice of the date of the invoice date.

#### Microsoft Exchange Online Plan 1:

This product is provided by Microsoft and delivers your email, shared calendars with a total capacity of 50GB of storage per user. This is a monthly service and can be adjusted with a 30-day notice of the date of the invoice date.

#### Barracuda SPAM Protection + Archiving:

This product provides enterprise grade spam protection to help reduce the number of unsolicited emails. This also includes email archiving for compliance.

#### SSL Certificate:

Provides a secure experience for remote access users.



**Internal Memorandum**

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TO: Frank Johnson, City Administrator  
FROM: Terry Jones, Public Works Superintendent *TJ*  
DATE: June 12, 2025  
RE: Recommendation for Contract Award – Professional Engineering Services for 2026 Proposition S Street Grouping

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Frank,

On April 17, 2025, the City issued a Request for Qualifications (RFQ) seeking professional engineering services for the 2026 Proposition S street grouping. By the submittal deadline of 1:00 p.m. on May 13, 2025, the City received qualifications from the following four firms:

- Lochmueller Group
- Horner Shifrin
- Cochran
- CDG Engineers

City staff reviewed and scored the submittals using criteria aligned with the Brooks Act, which emphasizes qualifications-based selection for professional services. As part of the evaluation process, staff also contacted references provided by each firm, asking targeted questions about their experience and performance.

Based on this thorough evaluation, staff determined that **Horner Shifrin (H&S)** is the most qualified firm to undertake the scope of work described in the RFQ.

On May 27, staff met with representatives of H&S to further discuss the firm's approach to the project and the specific requirements of the Proposition S street grouping. At the conclusion of this meeting, the City requested a formal Proposal from H&S to provide survey, design, and construction administration services.

On June 10, H&S submitted the requested Proposal. City staff carefully reviewed the Proposal to confirm that the scope of services aligned with the City's needs. The proposed fees were compared to similar work recently completed by H&S in neighboring communities, and staff found both the scope and pricing to be acceptable.

Since removing the sidewalk construction project along Alexandra Ave from the scope of work, the total construction cost for the 2026 Proposition S street grouping is estimated at approximately **\$3,098,729**. In the budget development, 20% of the total construction budget was earmarked for engineering services. The Proposal from H&S totals **\$510,407.50**, representing approximately **16.5%** of the total project cost.

**Recommendation:**

Authorize the City to enter a Contract with Horner Shifrin for professional engineering services as outlined in their Proposal, for a total amount **\$510,407.50**.

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

A RESOLUTION AUTHORIZING A CONTRACT WITH HORNER & SHIFRIN FOR PROFESSIONAL ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES PERTAINING TO THE 2026 PROPOSITION S STREET, STORMWATER, AND SIDEWALK PROJECTS

**WHEREAS**, the residents of the City of Glendale, Missouri, approved the Proposition S bond issue on April 8, 2025, to fund streets, sidewalk, and stormwater improvements over a five-year period; and

**WHEREAS**, the City issued a Request for Qualifications on April 11, 2025, with proposals due on May 13, 2025, for engineering consultant services for the grouping of street, sidewalk, and stormwater projects from Proposition S identified for construction in 2026; and

**WHEREAS**, in accordance with procedures established by Brooks Act for Consultant Selection, the City followed a specified process for the selection of an engineering consultant for the 2026 Proposition S projects; and

**WHEREAS**, the City has selected Horner & Shifrin as the engineering consultant for the 2026 Proposition S street, stormwater, and sidewalk projects based upon their competency, qualifications, and experience, and an engineering services contract has been prepared by Horner & Shifrin.

***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 engineering and construction management services agreement with Horner & Shifrin for the grouping of street, sidewalk and stormwater projects from Proposition S identified for construction in 2026 at an estimated cost of \$510,407.50, in substantially the form attached hereto as Exhibit A.

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

**SECTION THREE:** This project will be budgeted and charged to line item #95070-44030 of the Prop S Fund.

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

This Resolution Passed and Approved this 16<sup>th</sup> day of June, 2025.

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Michael A. Wilcox  
Mayor

ATTEST:

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Frank Johnson  
City Administrator/City Clerk

## SERVICE AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT FOR ENGINEERING SERVICES (the “Agreement”), dated this \_\_\_ day of June, 2025, by and between the City of Glendale, Missouri (the “City”), 424 N. Sappington Road, Glendale, Missouri 63122 and Horner & Shifrin, Inc. (“Consultant”), with offices at 401 S. 18<sup>th</sup> Street, Suite 400, St. Louis, Missouri 63103.

WITNESSETH THAT:

WHEREAS, the City issued a Request for Qualifications dated April 17, 2025, for Engineering Consultant Services related to Proposition S-2026 Street Grouping (“RFQ”);

WHEREAS, Consultant submitted a response to the City’s RFQ on May 13, 2025 (“Proposal”);

WHEREAS, City has selected the Consultant for engineering consultant services for the grouping of street, sidewalk, and stormwater projects from Proposition S identified for construction in 2026 in accordance with the terms of the RFQ and the Proposal.

NOW, THEREFORE, for consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Consultant Services. City hereby engages Consultant to provide services and work and any necessary equipment as set out herein and per the scope as set forth in the RFQ and the Proposal, and Consultant agrees to perform such services and work and provide such equipment, if necessary, in accordance with this Agreement (hereinafter the “Work”).

2. Work and Project. The Work to be performed includes the furnishing of all necessary professional, technical and other services for the project as described in Exhibit A attached hereto (“Project”). Consultant shall perform all of the Work described in this Agreement, in the RFQ, and in the Proposal attached hereto and made a part hereof in Exhibit A, in accordance with the terms and conditions hereof (the “Contract Documents”). In connection with the Work and the Project, the City requests the Consultant to use American products whenever the quality and price are comparable with other products.

3. Assignment - Subcontracting. No part of the Work to be performed by Consultant hereunder shall be assigned or subcontracted without the prior written consent of City. The consent of City shall in no way relieve Consultant of its responsibility for the quality and performance of the Work. Consultant shall include in any such consented to subcontract all of the terms and conditions of this Agreement and make any sub-consultant(s) subject thereto.

4. Providing Information. Upon reasonable request by Consultant, City will provide to Consultant such relevant information of record as is available to City. It is understood that City has no responsibility for the accuracy of any such information provided.

5. Term. The term of this Agreement shall commence as of the date hereof and continue until December 1, 2026, unless terminated sooner by the City as provided herein. Consultant shall commence work on individual projects after issuance by the City of a notice to proceed and shall complete

the Work at a mutually agreeable scheduled date. All time limits stated in the Contract Documents are of the essence subject to the Standard of Care exhibited by similarly situated firms on similar projects with similar scopes in the same region or state of the project. Should the Consultant, or in case of default, the surety, fail to complete the Work and the Project within the completion date specified (subject to the Standard of Care), a deduction of the amount stipulated in Article 11 will be made for each day that the Work remains uncompleted.

6. Consultant Responsibilities. Consultant is responsible for:

- a. Performance of all Work in accordance with the instructions issued by the City and the terms and provisions of this Agreement.
- b. The professional quality, technical accuracy, and coordination of all Work and, without additional compensation, the correction of any errors or deficiencies in the Work.
- c. Consultant and any sub-consultants shall maintain all records pertaining to costs incurred and make such records available for inspection by City at all reasonable times during the performance of the Work and for a period of three (3) years from the date of final payment hereunder. Copies of any such records shall be furnished to City, if requested.

7. Agreement Changes. The City may make changes to this Agreement, provided that no changes shall be made to the scope of the Work, time of performance, compensation or any provision which may affect the cost of the Work, except pursuant to an authorized change order or a written amendment to this Agreement executed by both parties. Any amendments to this Agreement mutually agreed to shall be in writing and signed by the City and the Consultant.

8. Document Forms. Documents to be prepared by Consultant hereunder are to be on forms provided by the City, to the extent practicable and relevant.

9. Insurance. Consultant shall procure and maintain during the period of this Agreement insurance, as follows:

- a. Workers' Compensation as required by law and employer's liability coverage in an amount not less than \$1,000,000.
- b. Commercial general liability which provides combined single limit coverage, including property damage and bodily injury:

Death	\$1,000,000 each person \$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence \$2,000,000 general aggregate

c. Automobile liability, which provides combined single limit coverage, including Bodily Injury and Property Damage: \$1,000,000

d. Professional liability           \$2,000,000 each occurrence  
  \$2,000,000 general aggregate

The commercial general liability policy shall be endorsed to cover the liability of consultant hereunder. City shall be named as an additional insured on the commercial general liability and automobile liability policies, and such insurance shall be primary and noncontributory with respect to any insurance maintained by the City. Each such policy shall be written by a company or companies licensed to do business in the state of Missouri and acceptable to the City. Certificates of insurance shall be furnished to City prior to the commencement of the Work. Each such policy shall provide that it shall not be canceled or altered, without 15 days prior written notice to City. The certificate of insurance must state **“the City of Glendale is an additional insured on a primary and non-contributory basis.”**

10. Indemnification. Consultant shall indemnify and hold harmless the City, its board of aldermen, officers, representatives, and employees, from and against any and all damages, losses, costs, judgments, expenses, claims, or suits, including costs and reasonable attorneys’ fees, for and on account of any kind of injury, loss or damage, or any other circumstances, sustained by the City, its board of aldermen, officers, representatives, and employees, to the extent caused by the breach of this Agreement or negligent professional acts, errors or omissions of Consultant, any sub-consultant, and/or each of their respective agents, employees or Consultants.

11. City Representative. The City representative shall be the Public Works Superintendent, provided that the City Administrator may, at his sole discretion, designate another City representative from time to time. In such event, City shall notify Consultant of such change in writing.

12. Notice. Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to have been delivered on the earliest to occur of (a) actual receipt; or (b) three (3) business days after having been deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested; or (c) one business day after having been deposited with a reputable overnight express mail service that provides tracking and proof of receipt of items mailed to the parties as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):

City:                   Public Works Superintendent  
                          City of Glendale  
                          424 N. Sappington Road  
                          Glendale, MO 63122

Consultant:       Horner & Shifrin, Inc  
                          401 S. 18<sup>th</sup> Street, Suite 400  
                          St. Louis, MO 63103

13. Conflict Discrepancy. In the event of any conflict or discrepancy between the terms of this Agreement and Exhibits A and B hereof, the terms and provisions of this Agreement shall govern.

14. Severability. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be deemed severable. In such event, this Agreement shall be enforced as if such invalid or unenforceable provision had never formed a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision.

15. City Decisions. The City will determine whether the documents to be furnished hereunder are in compliance with the requirements of this Agreement and will decide all questions which may arise concerning the proper performance of this Agreement. The City's decisions in these respects shall be final and conclusive.

16. Consultant Warranties. Consultant warrants and represents that it has the experience, skill, expertise, personnel, and equipment necessary in order to perform and to complete the Work and the Project and that it will perform all of such Work in accordance with the terms hereof and in accordance with the Standard of Care exhibited by similarly situated firms on similar projects with similar scopes in the same region or state of the project.

17. Compensation and Payment. City shall pay Consultant for the Work on a mutually agreeable negotiated sum, on a per project basis. That amount shall be payable for monthly progress payments to the Consultant, in accordance with the provisions of Exhibit B attached hereto and incorporated herein by reference. City shall have the right, upon reasonable prior notice, to examine all of the pertinent records of consultant.

18. Ownership Rights. The City shall own all rights, title and interest, including without limitation, all copyrights and intellectual property rights, to all documents and work product of Consultant created in performance of or relating to this Agreement. If the City incorporates any portion of the work into a project other than that for which it was performed, the City shall, to the extent permissible under Missouri law, save the Consultant harmless from any claims and liabilities resulting from such use.

19. Immunity. By execution and performance of this Agreement, the City does not intend to, nor shall it be deemed to have waived or relinquished any immunity or defense on behalf of the City, and the City's board members, officers, directors, servants, employees, agents, successors or assigns.

20. Legal Compliance. Consultant and its employees, agents and representatives shall comply with the City's policies and procedures and all applicable federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, codes and ordinances required of consultant in performing the services pursuant to this Agreement.

21. Independent Consultant. Consultant shall perform all services as an independent Consultant and not as an employee of the City. The City shall not assume any liability for the direct payment of any salary, wage, workers compensation, income tax withholding, or any other type of

compensation to consultant for the services. Consultant shall obtain as necessary and pay for all permits, fees, licenses and taxes applicable to consultant and the services for the project.

22. Waiver. No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.

23. Binding Effect. This Agreement shall become effective immediately upon the execution of same by the duly authorized representatives of the City and Consultant.

24. Termination. City shall have the right to terminate this Agreement at any time and for any reason upon sixty (60) days advance written notice. In the event of such termination, Consultant shall be compensated in accordance with the terms of the Agreement for all services performed to the effective date of such termination, plus any approved costs. All drawings and documents prepared by consultant shall become the property of City per stipulations noted in Section 20.

25. FWAP Documentation. Consultant has provided to the City, or will provide to the City, no later than the execution of this Agreement, all documentation and required affidavits that Consultant has enrolled in, and participates in, a Federal Work Authorization Program, as required by Section 285.530 Missouri Revised Statutes with respect to the employees working in connection with the contracted services. Consultant shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

26. Governing Law-Jurisdiction. This Agreement shall be governed, construed and interpreted under Missouri law, and shall be deemed to be executed and performed in the County of St. Louis, Missouri. Any legal action arising out of, or relating to this Agreement shall be governed by the laws of the State of Missouri, and the parties agree to the exclusive exercise of jurisdiction and venue over them by a court of competent jurisdiction located in the County of St. Louis, Missouri, or federal court located in the City of St. Louis, Missouri.

27. Consultant Representations. Consultant acknowledges and represents that (i) Consultant is legally authorized to transact business in the State of Missouri and to provide the services required hereunder, (ii) the entering into this Agreement has been duly approved by the Consultant, and (iii) the undersigned is duly authorized to execute this Agreement on behalf of consultant and to bind Consultant to the terms hereof.

28. Anti-Discrimination Against Israel. Consultant certifies that it is not currently engaged in and agrees for the duration of this Agreement not to engage in, a boycott of goods or services from the State of Israel or any company, person, or entity doing business with or in the state of Israel.

29. Headings. All paragraph headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

30. Entire Agreement; Amendment. The parties hereto agree that this Agreement shall constitute the entire agreement between the parties and no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the duly authorized agents of the parties. This Agreement and any written amendment may be executed in multiple counterparts.

*(signature page to follow)*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

**CONSULTANT**

By: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**CITY OF GLENDALE, MISSOURI**

By: \_\_\_\_\_

Michael Wilcox  
Mayor

ATTEST:

\_\_\_\_\_  
Frank Johnson,  
City Administrator/City Clerk

**EXHIBIT A**  
**SCOPE OF SERVICES**

1. The scope of work as written in the Request for Qualifications: Engineering Consultant Services related to Proposition S-2026 Street Grouping.
2. Consultant's Proposal.

Frank Johnson | City Administrator  
424 N. Sappington Road  
Glendale, MO 63122

May 13, 2025

### City of Glendale, Missouri Proposition S - 2026 Street Grouping

Dear Mr. Johnson and Members of the Selection Committee,

Horner & Shifrin, Inc. (H&S) appreciates the opportunity to submit our team's proposal to the City of Glendale for the Proposition S-2026 Street Grouping. Our team has extensive experience designing similar projects throughout the region and strong qualifications related to the scope of this work. We understand the City desires to improve a bundle of streets with work including pavement improvements, curb replacements, and stormwater upgrades. Included in our letter is a design discussion about our collaborative rehabilitation approach with a focus on balancing the long-term resilience of the new infrastructure with maintaining the neighborhood's unique charm to provide the best value for the City and experience for residents.

H&S recently completed a similar project in the City of Manchester where we evaluated 66 centerline miles of pavement and assisted in the successful reconstruction of pavement on over 200 streets. Through the seven-year program, we have developed an efficient process for this type of work and are confident we can provide the best value as your consultant. Included in our project approach are some ideas of how to maximize funding to stretch every dollar of Proposition S for the residents of Glendale. We look forward to continuing our success with local communities on targeted street improvements by working with the City on this project.

We have the personnel resources available to begin work on the project immediately upon notice-to-proceed. We know the importance of maintaining the project's schedule and will work diligently to do so. Our team will work expeditiously on the project to complete the plans within the requested schedule. CDI has joined our team to perform the surveying services on the project.

We will work closely with the City's staff, which will improve efficiency throughout the project. Input, when required, will be received and implemented by the H&S design team. Decision-making by this group, at all stages of the project, will lead to a streamlined process for project completion.

We trust you will see the examples of our experience contained in the following pages show that we are highly qualified to complete this project. We consider it a privilege to work with the City on this project and look forward to your favorable consideration of our qualifications. ***If you have any questions regarding the enclosed information, please contact me at (314) 335-8665 or [drriechmann@hornershifrin.com](mailto:drriechmann@hornershifrin.com).***

Sincerely,



Dave Riechmann, PE  
Point of Contact & Project Manager



Ramin Ashrafzadeh  
Project Principal



**A. GENERAL CONSULTATION INFORMATION**

**B. RELATED EXPERIENCE AND PAST PERFORMANCE OF FIRM**

**C. PERSONNEL AVAILABILITY AND WORKLOAD**

**D. PROPOSED SUB-CONSULTANTS**

**E. PROJECT APPROACH**

**F. PROJECT SCHEDULE**





**A. GENERAL CONSULTATION INFORMATION:**

Horner & Shifrin, Inc. is a multidisciplinary professional services firm founded in 1933 in St. Louis. We offer comprehensive services across all project phases, including feasibility planning, funding application assistance, land survey, 3D scanning, environmental planning, engineering design, construction administration, and GIS mapping. We have selected Civil Design, Inc. (CDI) as a design team partner to provide survey. We have worked with CDI many times and know their quality will be consistent with the high standards the City and H&S demand.

**HORNER & SHIFRIN HQ**  
401 S. 18<sup>th</sup> Street, Ste. 400  
St. Louis, Missouri 63103  
(844) 339-2910 (Fax)  
www.hornershifrin.com

**B. RELATED EXPERIENCE AND PAST RECORD OF PERFORMANCE OF FIRM:**

Over the past five years, H&S has successfully delivered a range of projects comparable in scope and complexity to the services outlined, demonstrating our deep expertise, reliability, and commitment to quality for the City of Glendale.

**Prop S Improvements Project | City of Manchester, Missouri**

H&S inspected all City maintained streets (66 centerline miles) and applied a numerical rating based on the PASER rating system for both asphalt and concrete pavements. The ratings were collected electronically in the field and input directly into a GIS database. The findings were summarized, tabulated, and cost estimates were provided in a detailed report presented to the City for budgeting and planning purposes. Based on the findings, Manchester voters passed Proposition S, a \$16 million bond issue to fund repairs to city streets. H&S assisted with design and construction inspection for the 7-year program to implement Prop. S street repairs throughout the City. The H&S construction engineers worked with City staff during construction to manage the progress of the contractor by monitoring daily quantities, coordinating materials inspection, review and approval of Contractor's Pay Applications, and tracking the project schedule and budget. **Construction completion date: 2024**



Prop S Improvements Project

**Reference:** David Pracht, City of Manchester, Missouri, Assistant Director of Public Works, (636) 227-1385, dpracht@manchestermo.gov

**La Bonne Parkway Improvements | City of Manchester, Missouri**

As the final phase of the Proposition S improvements, H&S completed a successful funding application to secure federal funds through the Surface Transportation Program for the reconstruction of La Bonne Parkway. Upon award of federal funds, H&S provided design services for the full depth concrete reconstruction of approximately 6200' of La Bonne Parkway from Big Bend Road north to Carman Road, along with new concrete curb and gutter and concrete driveway approaches. Sidewalk was reconstructed at 5' wide, and existing curb ramps were replaced for ADA compliance. A detailed maintenance of traffic plan along with drainage, striping, specifications, and environmental clearances were included with the Final Construction documents. **The project was awarded the 2025 Quality Concrete Awards, Promotional Award. Construction completion date: November 2024.**

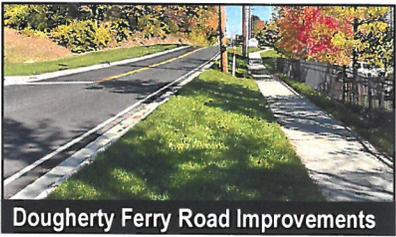


La Bonne Parkway Improvements

**Reference:** David Pracht, City of Manchester, Missouri, Assistant Director of Public Works, (636) 227-1385, dpracht@manchestermo.gov

**Dougherty Ferry Road Improvements | City of Manchester, Missouri**

H&S provided design and construction services for the Dougherty Ferry Road Improvements project from Country Stone Drive to the City limits South of Charleston Place. The project included approximately 500 feet of realignment and vertical curve improvements to correct sight distance issues. Design also included approximately 1400 feet of mill and overlay, drainage improvements, construction of ADA compliant ramps, new curb and gutter and sidewalk along the East side of the project. STP-funded project through the LPA Local Roads Program. The project involved purchasing two temporary construction easements from the property owners along Dougherty Ferry Road in the City. **Construction completion date: November 2021.**



Dougherty Ferry Road Improvements

**Reference:** David Pracht, City of Manchester, Missouri, Assistant Director of Public Works, (636) 227-1385, dpracht@manchestermo.gov

**Rosalie Avenue Improvements | City of Brentwood, Missouri**

H&S provided Engineering Services for removing 1000 linear feet of existing sidewalk and replacing it with ADA compliant sidewalk and curb ramps in the City of Brentwood from Brentwood Blvd. to Swim Club Lane. The project also included the addition of pedestrian lighting as well as reconstructed driveway approaches for the length of the project. STP-funded project through the LPA Local Roads Program. **Construction completion date: July 2022.**



Rosalie Avenue Improvements

**Reference:** Dan Gummersheimer, City of Brentwood, Missouri, Director, Public Works, (314) 963-8643, dgummersheimer@brentwoodmo.org

**Bopp Road Resurfacing | City of Des Peres, Missouri**

H&S provided engineering and construction services for the resurfacing of 1.25 miles of Bopp Road in the City of Des Peres from Manchester Road to the City limits north of Doubletree Lane. The project included mill and overlay, replacement of deteriorated curb, ADA compliant ramp upgrades, and a new rectangular rapid flashing beacon pedestrian crossing improvement. STP-funded project through the LPA Local Roads Program. **Construction completion date: November 2020.**



Bopp Road Resurfacing

**Reference:** Steve Meyer, City of Des Peres, Missouri, Public Works Director, (314) 835-6130, smeyer@desperesmo.org



**CDI SIMILAR EXPERIENCE:**

**Adie Road Widening | City of Maryland Heights, Missouri**

CDI completed property boundary, right of way/route, and topographic survey for 1,900 feet of Adie Road from Dorsett Road to Lindbergh Boulevard for widening and box culvert replacement. Plats, deeds, and right of way plans for city, county and state records were gathered and used in combination with found monuments to determine the location of property, right of way and easement lines. Utility coordination and full topographic survey of the corridor, 3D scan of the bridge and hydraulic cross sections were completed and combined into one drawing for design. Exhibits and descriptions for easement and right of way acquisition will be created as needed. Notice letters were sent to property owners in the vicinity of the project to inform them of the survey and were instrumental in successfully streamlining the public engagement process. **Construction completion date: October 2024**

**Reference:** Jason Dohrman, HR Green, Inc., Project Manager, (636) 519-0990, jdohrmann@hrgreen.com

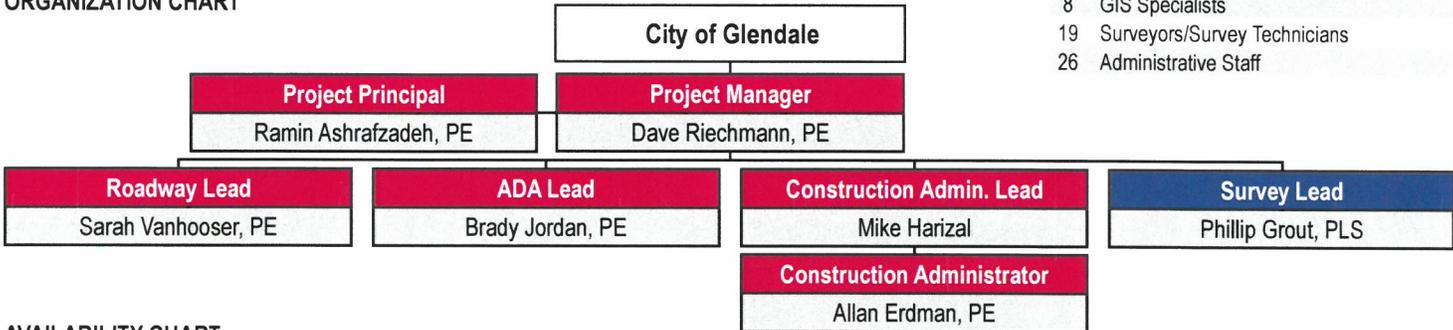
**C. PERSONNEL AVAILABILITY AND WORKLOAD:**

*The H&S team has the capacity and capability to complete your project.* With more than 50 full-time local licensed Professional Engineers and a total staff of more than 180 individuals, we have the flexibility to assign experts appropriately suited to the needs of your project. Our staff are accustomed to the delivery of interdisciplinary projects and will work together across individual specialties to deliver projects on time and within budget. Our team is prepared to commit the personnel necessary to begin project immediately upon Notice to Proceed. As a truly local team, our staff are conveniently located to serve you and can be on-site at a moment's notice should the need arise. We are committed to meeting the completion schedules set forth for evaluation, design and construction.

**H&S: 187 EMPLOYEE OWNERS**

- 40 Transportation Engineers
- 3 Environmental Scientists
- 7 Civil/Site Engineers
- 26 Water/Wastewater/Stormwater Engineers
- 18 Structural Engineers
- 13 Mechanical/Electrical/Plumbing Engineers
- 12 Designers/CADD Technicians
- 15 Construction Services Specialists
- 8 GIS Specialists
- 19 Surveyors/Survey Technicians
- 26 Administrative Staff

**ORGANIZATION CHART**



**AVAILABILITY CHART**

Our staff is ready to adjust work hours so the project advances in accordance with the project schedule. We are well accustomed to adapting to a project's schedule. Our primary staff's availability for this project is shown on the following page. Should it be necessary to accelerate the project schedule, we have the capacity and flexibility to assign additional staff as needed.

TEAM MEMBER	THIS PROJECT		OTHER PROJECTS	
Dave Riechmann, PE	50%		50%	
Ramin Ashrafzadeh, PE	15%	85%		
Sarah Vanhooser, PE	60%		40%	
Brady Jordan, PE	40%		60%	
Mike Harizal	40%		60%	
Allan Erdman, PE	60%		40%	
Phillip Grout, PLS	50%		50%	



**Dave Riechmann, PE | Project Manager - Horner & Shifrin**

David Riechmann has more than 19 years of experience in transportation engineering including design-build, interstate and highway design, hydraulic analysis, storm water drainage and water quality design, coordination with utilities including MSD, and ADA/ PROWAG compliance. He has overseen the design of numerous roadway projects and coordinates all aspects of transportation design within in the St. Louis Metropolitan and Metro East areas.



**Ramin Ashrafzadeh, PE | Project Principal - Horner & Shifrin**

Ramin Ashrafzadeh is experienced in civil design related to transportation and site development. He has managed the design of numerous roadway projects and coordinated all aspects of design including roadway geometrics; sidewalks; ADA curb ramps; utility coordination; drainage analysis; bioretention and other water quality Best Management Practices; and permitting. Ramin is a veteran project manager and designer with more than 28 years of experience.



**Sarah Vanhooser, PE | Roadway Lead - Horner & Shifrin**

Sarah Vanhooser has significant experience in municipal design, ADA upgrades, drainage design, utility coordination, safety improvements, and cost estimating for a variety of clients across the region and has a strong understanding of the project delivery process. She served as the Lead Engineer for roadway, ADA, and pavement rehabilitation projects, and she has played a significant role on similar local and state DOT projects.



**Brady Jordan, PE | ADA Lead - Horner & Shifrin**

Brady Jordan is a civil engineer with over 25 years of experience specializing in transportation, storm sewer, and ADA design. His comprehensive experience includes interstate, highway, and local road design; hydraulic analysis and design; ADA/PROWAG compliance, plan production, environmental compliance, quality control, project specifications, and cost estimating. He is knowledgeable in the use of AutoCAD, Civil 3D, Hydraflow, MicroStation, and Geopak.



**Mike Harizal | Construction Administration Lead - Horner & Shifrin**

Mike Harizal is a construction project manager and field quality engineer with more than 19 years of experience overseeing multi-million dollar construction, infrastructure, and environmental projects for government and private sector clients. Specializing in construction administration and contractor management in variety of construction projects spanning transportation, civil, water/waste water and bridge. Mike has a wide range of certifications for construction support and field surveillance services, providing clients with the most current practices and procedures.



**Allan Erdman, PE | Construction Administrator - Horner & Shifrin**

Allan Erdman has more than 40 years of experience in site development, drainage and transportation engineering with a specialty in construction observation and administration. He is responsible for construction monitoring and control including scheduling, coordination with various stakeholders including contractors and utilities, shop drawing reviews, and field surveillance. His experience in construction management covers streetscape, bridge, roadway and water/sewer projects for municipalities, county and state government agencies.



**Phillip Grout, PLS | Survey Lead - Civil Design, Inc.**

Philip Grout has over 20 years of experience in residential, commercial, industrial and municipal surveying for a variety of clients. Philip uses the latest technology and surveying equipment including Global Navigation Satellite Systems, robotic instruments, and 3D laser scanners to complete boundary, topographic, and hydrologic surveys, ALTA/NSPS Land Title Surveys, construction layouts for water mains, sanitary and storm sewers, grading and roadways, and aerial control surveys.

**D. PROPOSED SUB-CONSULTANTS, JOINT VENTURES OR PARTNERSHIP AGREEMENTS:**

H&S and CDI have a long-standing history of working together, which has fostered a deep familiarity and synergy. This well-established relationship brings a wealth of collective knowledge and experience to the table, ensuring a seamless collaboration throughout the development and design of the project.

**Civil Design, Inc. | Survey**

CDI strives to help their clients create quality infrastructure while also contributing positively to their communities. Their culture is centered around a fundamental commitment to Building Stronger Communities, meaning their team of passionate individuals is dedicated to revitalizing the spaces that contribute to their daily lives.



**E. PROJECT APPROACH**

**Project Management & Coordination:** H&S will be responsible for management of activities of all members of the team. Dave Riechmann will serve as Project Manager, continuing a role he held on similar projects such as Bopp Road, Rosalie Avenue, and Dougherty Ferry Road, as noted in the Related Experience section. **He will act as the primary liaison between the City and the design team**, overseeing daily project operations including the development of design options and details. Based in H&S's St. Louis, Missouri office, Dave provides a local and responsive presence. He will lead coordination efforts with the City, sub-consultants, and key stakeholders, while working closely with the design team to guide the development of construction plans. **H&S has significant experience delivering municipal projects throughout the St. Louis region with over 50 projects designed in the past 10 years.** Our team is committed to delivering a thorough and high-quality final design package including plans, specifications, and a construction estimate by January 30, 2026, ensuring the project is ready for bidding so construction can begin promptly in March.

**Design:** The color-coded scope of work for the 2026 grouping shown in **Figure 1** is split into three categories of work.

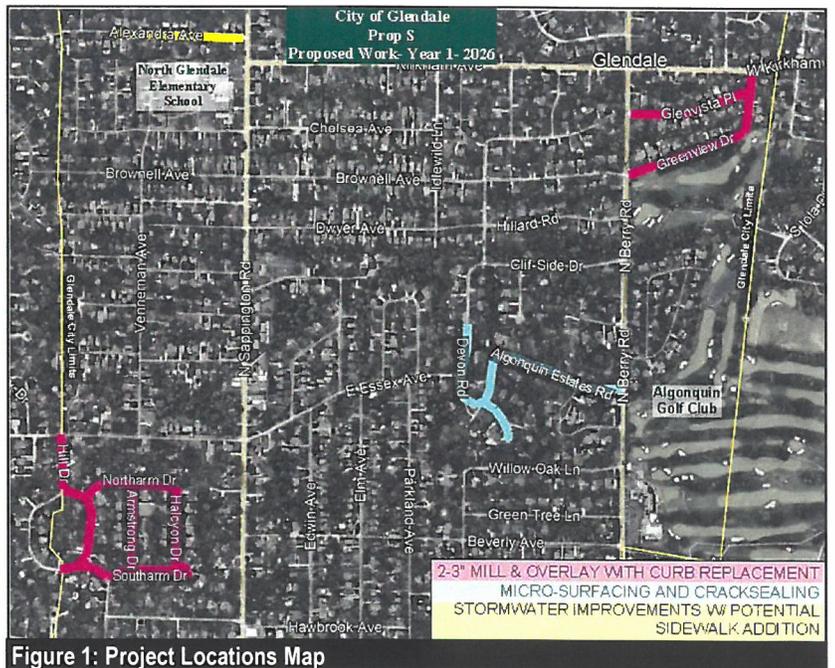


Figure 1: Project Locations Map



We are familiar with this type of pavement evaluation and rehabilitation work, as shown in **Figure 2**. Based on our previous experience, information provided in the RFQ, and visual inspection, it appears most of the streets included in this package lack an engineered pavement section. Milling 2-3" of a thin, chip-sealed roadway could destabilize the pavement base, potentially causing issues during construction and affect the long-term life of the roadway. To mitigate this risk, we recommend obtaining pavement cores through St. Louis County every 500-750'. This cost-effective method would ensure the existing pavement is thick enough to support milling without compromising structural integrity. We successfully used core data to drive our approach for the City of Manchester. Additionally, we are concerned about subgrade issues in areas with fatigue cracking, as subgrade issues will quickly reappear through new pavement. Our design and pavement recommendations will also address areas with inadequate cross-slope or profile grade that contribute to water ponding—an issue that impacts both pavement lifespan and public health. Our design team will carefully consider where to add concrete curb. Enclosing a roadway with concrete curb could exacerbate surface drainage issues and trigger MSD permitting. We will work closely with the City to provide recommendations for locations to add concrete curb and gutter while minimizing any negative drainage impacts.

This project should consider potential impacts to adjacent property owners and the aesthetic feel of the corridor. Some considerations are shown in **Figure 3**, including existing residential landscaping and beautification that is at the edge of the road, existing driveways, bushes, and trees that will need to be maintained by either minimizing impacts or using root protection methods. Our team has the experience to identify potential constructibility issues early in the project to minimize conflicts in construction.

**Conceptual Plan Review:** H&S is aware of the effort the City has already put forth to develop a master plan and generate the necessary public support to pass Proposition S providing the funding for this project. This initial legwork will provide great insight as final bid documents are developed.

H&S has successfully guided the City of Manchester through the Proposition S funding process from conceptual design to completed construction. Throughout the process, our design team and construction

engineers have developed a work flow that produces efficient designs that are detailed to a level that allows contractors to competitively bid with minimal risk. H&S looks forward to utilizing this unique project experience with the City of Glendale's Proposition "S" Street Improvements.

**Alexandra Avenue:** We understand that Alexandra Avenue needs to be designed last due to ongoing conversation with residents about the potential addition of sidewalk to the street. We can assist the City with renderings or other helpful visuals for these discussions. We also understand that Alexandra Avenue has low points in the profile causing drainage issues. Adding inlets in the sumps is an effective method to mitigating some of the drainage issues on Alexandra Avenue, but some ponding seems to be occurring even at locations on grade. H&S has a long history of developing cost effective drainage solutions for municipal clients and developing plans adhering to MSD design standards.

**Pedestrian Facilities:** H&S has designed hundreds of curb ramps within the St. Louis area over the past several years and has a vast knowledge of PROWAG design. Curb ramp designs are unique and require engineering experience and knowledge to develop a workable and justifiable design. In addition, each route can be evaluated to determine if they may be a candidate for a new mid-block pedestrian crossing. If a new crossing is desired and justified, the design team can work with the City to determine the best way to implement the design.

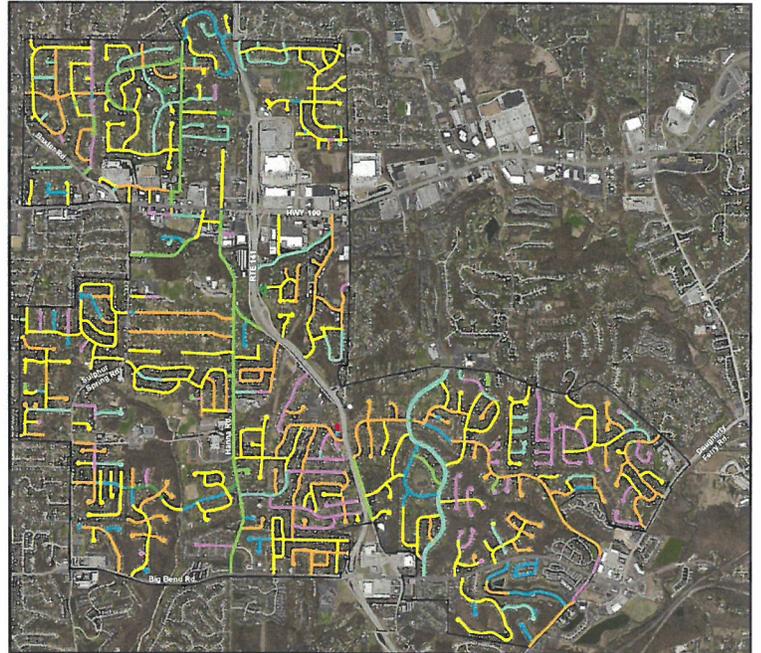


Figure 2: City of Manchester Roadway Evaluation & Rehabilitation by H&S



Figure 3: Example Considerations



**Survey:** If desired, a topographic and boundary survey will be completed by CDI. On our recent project for the City of Manchester, we prioritized construction budget by minimizing the amount of detailed survey obtained. By using typical sections, GIS property data, and field investigations, we were able to produce most construction documents without survey, saving the project tens of thousands of dollars. If selected, we will work with the City on the level of detail to be completed by the surveyor. They can submit requests for utility markings in the field and facility maps to ensure accurate depiction of all facilities in the project area. They can request assessor maps, subdivision plats, deeds, recorded surveys, and other records to locate property corners in the field and provide an accurate right-of-way base map for the project areas to be used through the design.

**Utility Coordination:** Minimal utility conflicts are expected on this project. The design will be modified where possible, but some utility conflicts may be unavoidable. H&S will provide plans to all identified utility companies, identify potential conflicts, and review relocation plans. All communications with utility companies and stakeholders will be tracked in a utility log, which will be delivered to the City to obtain Utility Clearance prior to Advertisement of Bid.

**Public Engagement:** We believe an engaged and collaborative design effort at the onset will lead to a better supported and synthesized outcome. The final design should ensure it is maintainable and coordinated with adjacent project conditions. As part of this approach, it will be imperative for the team to study the transitional spaces between the limits of the project and the adjacent property line to ensure a smooth and integrated connection between the two. The design ideas developed will be discussed with the City, adjacent property owners, and key stakeholders, at a minimum, to obtain consensus and generate strategies for implementation. H&S has the experience necessary to provide display materials for a public meeting and project if either or both are desired by the City.

**ROW Phase:** While it is not anticipated property takings will be required to complete the project improvements, the design team is prepared to assist the City with the required ROW Plans and plats needed during property negotiations.

**Construction Administration:** It is imperative that good practices are followed throughout the course of a project. Our construction staff is experienced in project monitoring and control, value engineering, scheduling, cost control, procurement and logistics and project accounting. They have taken numerous documentation and materials classes for certification to provide complete and accurate construction administration services. This training provides the City of Glendale with continuity in construction observation practices and procedures, and helps to ensure a project that is completed on time and within budget.

**F. PROJECT SCHEDULE**

Horner & Shifrin is dedicated to delivering projects on time and within budget. Our team tracks the progress of current projects in terms of financial and schedule performance. Upon receiving the Notice to Proceed, the Project Manager collaborates with the client to establish project milestones, ensuring all internal and external dates are meticulously planned and entered into our system. This approach allows us to maintain a clear focus on project timelines and deliverables, providing weekly milestone schedule reports to Business Unit Leaders and ensuring all team members are aligned with the project’s goals.

Task	Completion Date
Notice to Proceed	June 2025
Survey/Pavement Cores	July 2025
Public Engagement	August 2025
Preliminary Plans	September 2025
ROW Plans (As Needed)	TBD
Bidding Documents	January 2026
Begin Construction	March 2026
Complete Construction	September 2026



**Proposition S-2026 Street Grouping  
City of Glendale, MO**

**Contents**

<b>Contents</b>	<b>Firm</b>	<b>Exhibit</b>
Fee Summary Sheet	Horner & Shifrin	-
Survey Scope and Fee	Civil Design, Inc.	I
Design Engineering Fee	Horner & Shifrin	II
Construction Engineering Fee	Horner & Shifrin	III



**Proposition S-2026 Street Grouping  
City of Glendale, MO**

**Summary Sheet**

<b>Scope</b>	<b>Firm</b>	<b>Fee</b>
Survey	Civil Design, Inc.	\$ 67,320.00
Design Engineering	Horner & Shifrin	\$ 229,879.50
Construction Engineering	Horner & Shifrin	\$ 211,708.00
<b>Total H&amp;S Contract</b>		<b>\$508,907.50</b>
Pavement Cores- (Estimated)	St. Louis County	\$ 1,500.00
<b>Estimated Total City Cost</b>		<b>\$510,407.50</b>



**EXHIBIT I - SURVEY SCOPE AND FEE**

Subject:	<b>Package A Glenvista Pl. &amp; Greenview Dr. Glendale, Missouri</b>					 <b>CIVIL DESIGN, INC.</b> <small>WBE/DBE</small>	
By: PG CDI No: R7365.01					6/6/2025		
	Land Surveyor II	Land Surveyor I	Survey Tech III	Survey Tech II	Survey Crew	Hours Total	Cost Total
<b>Design Phase Services</b>							
Topo - Establish Control (Field)					6	6	\$ 1,110
Topo - Surface Utilities (Field)					10	10	\$ 1,850
Topo - Data Collection (Field)					40	40	\$ 7,400
Topo - Plot Topographic Survey, Notes (Office)	2		16	36		54	\$ 6,080
QA/QC Review	2	2	2			6	\$ 1,030
<b>Total</b>	<b>4</b>	<b>2</b>	<b>18</b>	<b>36</b>	<b>56</b>	<b>116</b>	<b>\$ 17,470</b>

**SUMMARY**

Design Phase Services  
**Total**

<b>Hours</b>	<b>Cost</b>
116	\$ 17,470
<b>116</b>	<b>\$ 17,470</b>

**Notes & Assumptions:**

- (1) Roadway topographic limits including 10' behind curb on both sides and 2 slabs back from road on all entrances (approx. 20' from curb line)
- (2) Location of surface utility features are included in this fee estimate.
- (3) This fee estimate does not include ROW or boundary survey, utility onecall request, or surveying marked utilities.

Subject:	<b>Package B Alexandra Ave. Glendale, Missouri</b>						
By: PG CDI No: R7365.01						6/6/2025	
	Land Surveyor II	Land Surveyor I	Survey Tech III	Survey Tech II	Survey Crew	Hours Total	Cost Total
<b>Design Phase Services</b>							
ROW - Research (Office)				6		6	\$ 600
ROW - Recover Monuments (Field)					12	12	\$ 2,220
ROW - Drawing (Office)	2		8	24		34	\$ 3,880
Topo - Establish Control (Field)					4	4	\$ 740
Topo - Utility Locate and field survey				2	8	10	\$ 1,680
Topo - Data Collection (Field)					20	20	\$ 3,700
Topo - Plot Topographic Survey, Notes (Office)			8	24		32	\$ 3,400
QA/QC Review	2	2	2			6	\$ 1,030
<b>Total</b>	<b>4</b>	<b>2</b>	<b>18</b>	<b>56</b>	<b>44</b>	<b>124</b>	<b>\$ 17,250</b>

**SUMMARY**

Design Phase Services

**Total**

**Hours**

124 \$ 17,250

**124 \$ 17,250**

**Notes & Assumptions:**

- (1) Roadway topographic limits including 5' behind curb on both sides and at intersection with Sappington Rd.
- (2) Right of way survey for Alexandra Ave.
- (3) Location of marked and surface utility features.
- (4) Top/flowline/pipe sizes for all storm and sanitary sewers and 2 storm sewer structures downstream of the inlet on Alexandra.

Subject:	<b>Package C</b> <b>Hill Dr., Armstrong Dr., Northarm Dr., Halcyon Dr., &amp; Southarm Dr.</b> <b>Glendale, Missouri</b>					 <b>CIVIL DESIGN, INC.</b> <small>WBE/DBE</small>	
By: PG CDI No: R7365.01					6/9/2025		
	Land Surveyor II	Land Surveyor I	Survey Tech III	Survey Tech II	Survey Crew	Hours Total	Cost Total
<b>Design Phase Services</b>							
Topo - Establish Control (Field)					12	12	\$ 2,220
Topo - Surface Utilities (Field)					24	24	\$ 4,440
Topo - Data Collection (Field)					72	72	\$ 13,320
Topo - Plot Topographic Survey, Notes (Office)	4		32	56		92	\$ 10,560
QA/QC Review	4	4	4			12	\$ 2,060
<b>Total</b>	<b>8</b>	<b>4</b>	<b>36</b>	<b>56</b>	<b>108</b>	<b>212</b>	<b>\$ 32,600</b>

**SUMMARY**

Design Phase Services  
**Total**

<b>Hours</b>	<b>Cost</b>
212	\$ 32,600
<b>212</b>	<b>\$ 32,600</b>

**Notes & Assumptions:**

- (1) Roadway topographic limits including 10' behind curb on both sides and 2 slabs back from road on all entrances (approx. 20' from curb line)
- (2) Location of surface utility features are included in this fee estimate.
- (3) This fee estimate does not include ROW or boundary survey, utility onecall request, or surveying marked utilities.

## **LAND SURVEYING RESPONSIBILITIES**

CDI will prepare a topographic survey of the four project areas included in packages A, B, and C shown in KMZ file shared on June 3, 2025. Survey will include establishing horizontal and vertical control and preparing base drawings in MicroStation ORD MoDOT format showing the results of the survey based on Missouri State Plane Coordinates, East Zone and NAVD88 vertical datum. Specific scope for each package are as follows.

### **Survey Scope**

Package A – Glenvista Pl. & Greenview Dr. (2,200 LF of roadway)

- Roadway topo including 10' behind curb on yards and 2 slabs back from road on all entrances (approx. 20' from curb line)
- Survey surface utility features only, No Missouri One Call or marked utility survey included.
- No ROW survey included.

Package B – Alexandra Ave. (1,007 LF of roadway)

- Roadway topo including 5' behind curb on both sides of roadway including the rounding at Sappington.
- Arrange for the various public utilities to locate and mark their facilities at the project site through a Missouri OneCall Design Ticket request and survey the marked underground and surface utilities including tops, flowlines, & pipe sizes for all storm and sanitary sewers on Alexandra and 2 storm sewer structures downstream of project limits.
- Research property and ROW records, recovered existing monuments, and prepare a ROW basemap.

Package C – Hill Dr., Armstrong Dr., Northarm Dr., Halcyon Dr., & Southarm Dr. (3,850 LF of roadway)

- Roadway topo including 10' behind curb on yards and 2 slabs back from road on all entrances (approx. 20' from curb line)
- Survey surface utility features only, No Missouri One Call or marked utility survey included.
- No ROW survey included.

For every package CDI will:

- Establish one temporary benchmark within the project, location shown on the drawing.
- Establish a minimum of two horizontal control points and accompanying 3-point ties shown on the drawing.
- Substantial features observed in the process of conducting the survey such as parking lots, pavement types, signs, landscape wall, swimming pools, trees/landscaped areas, existing buildings, etc.
- Vertical relief with 1-foot contours and spot elevations.
- Stand-alone trees that are readily identifiable and within the surveyed property and the outline of treed areas of profusion.



**EXHIBIT II - DESIGN ENGINEERING FEE**

Subject:	Proposition S-2026 Street Grouping		
Job No.:	Prop S -2026		
Client:	City of Glendale, MO		
By:	DRR/SEV	Date:	June 10, 2025



**Proposition S-2026 Street Grouping  
City of Glendale, MO**

**SCOPE OF SERVICES & ESTIMATE OF COST**

TASK	Project Manager	Sr. Project Engineer	Project Engineer	Design Engineer	QA/QC		Hours	Cost
<b>Hourly Rate =</b>	\$215	\$205	\$168	\$142	\$205		Total	Total
<b>PROJECT MANAGEMENT</b>								
Project Management	16						16	\$3,440
Project Administration/Invoicing	6						6	\$1,290
Meetings with City (2)	4	2	2				8	\$1,606
							<b>30</b>	<b>\$6,336</b>
<b>PRELIMINARY PLANS</b>								
<i>SITE VISITS:</i>								
Investigate Roadway Pavement For Repair Locations		4			4		8	\$1,640
Survey Field Check		8	8				16	\$2,984
<i>PRELIMINARY DESIGN-ALL ROADS:</i>								
Kickoff Meeting	2	2	2				6	\$1,176
Incorporate Survey		2		8			10	\$1,546
TIN Review	0.5	6	2		2		10.5	\$2,084
Review Available Plans	0.5	2	2	1			5.5	\$996
Title Sheet	0.5	1		6			7.5	\$1,165
Legend & General Notes	0.5	1		3			4.5	\$739
Preliminary Plan Quantity Takeoff	1	8		20	2		31	\$5,105
Preliminary Plan Construction Cost Estimate	1	4			1		6	\$1,240
<i>ALEXANDRA AVE.-PRELIMINARY DESIGN:</i>								
Coordination with Survey	2	1					3	\$635
Alignment Creation	0.5	1		3			4.5	\$739
Import GIS Data and Aerials	0.5	2		4			6.5	\$1,086
MSD Drainage Area Delineation	1		3	12			16	\$2,423
MSD Disturbed Area Calculations	1		2	6			9	\$1,403
MSD Runoff Calculations	1		3	12			16	\$2,423
Preliminary Easement Layout	1	2					3	\$625
Storm Sewer Design	2		20	4			26	\$4,358
Restoration Details		1	1				2	\$373
<i>ALEXANDRA AVE.-PRELIMINARY PLAN DRAWINGS:</i>								
MSD Title Sheet			2	4			6	\$904
Storm Sewer Profile Sheets			8	24			32	\$4,752
Plan Sheets (20 Scale)			8	8			16	\$2,480
Drainage Area Sheets			1	4			5	\$736
Detail Sheets			2	4			6	\$904
Temporary Easement Plats (No Legal Description)(5 parcels)	0.5	10					10.5	\$2,158
<i>MICRO-SURFACING-PRELIMINARY DESIGN:</i>								
Alignment Creation		1		4			5	\$773
Import GIS Property Data and Aerials				2			2	\$284
Review Pavement Improvement Recommendations	2	2			1		5	\$1,045
St. Louis County Coordination (Pavement Cores)	2				4		6	\$1,250
Pavement Core Evaluation	2	2			2		6	\$1,250
<i>MICRO-SURFACING-PRELIMINARY DESIGN DRAWINGS:</i>								
Typical Sections		2		4	1		7	\$1,183
Plan Sheets (50 Scale)		1		16	1		18	\$2,682

Subject:	Proposition S-2026 Street Grouping		
Job No.:	Prop S -2026		
Client:	City of Glendale, MO		
By:	DRR/SEV	Date:	June 10, 2025



**Proposition S-2026 Street Grouping  
City of Glendale, MO**

**SCOPE OF SERVICES & ESTIMATE OF COST**

TASK	Project Manager	Sr. Project Engineer	Project Engineer	Design Engineer	QA/QC		Hours	Cost
<i>CURB &amp; GUTTER, MILL &amp; OVERLAY-PRELIMINARY DESIGN:</i>								
Coordination with Survey	2	1					3	\$635
Roadway horizontal alignment/layout		1		8			9	\$1,341
Roadway vertical alignment/layout		6		8			14	\$2,366
Mill and Overlay Limit Delineation				2			2	\$284
Corridor Modeling	2	16		60			78	\$12,230
Retaining Wall Layout	2	3					5	\$1,045
Preliminary Entrance Profiles (100 Entrances)	4	16	20	80			120	\$18,860
Construction Limit Delineation		2		2			4	\$694
Preliminary Easement Delineation	0.5	2		2			4.5	\$802
St. Louis County Coordination (Pavement Cores)	2	2					4	\$840
Pavement Core Evaluation	1	2			2		5	\$1,035
<i>CURB &amp; GUTTER, MILL &amp; OVERLAY-PRELIMINARY DESIGN DRAWINGS:</i>								
Typical Sections	0.5	4		8			12.5	\$2,064
Plan and Profile Sheets (20 Scale)(Approx. 10 sheets)	1	12	20	60			93	\$14,555
Entrance Profile Sheets (100 Entrances)	2	4	20	20	8		54	\$9,090
Cross-section Sheets	2	16	20	20			58	\$9,910
Detail Sheets	2	4		8	2		16	\$2,796
<i>PRELIMINARY SUBMITTALS:</i>								
Initial MSD Submittal	1	4		8	2		15	\$2,581
Address MSD Comments	0.5	2		4			6.5	\$1,086
Preliminary Plans Submittal (City)	0.5	1		2			3.5	\$597
Address City Comments	1	1		2			4	\$704
<i>QC/QA:</i>								
Design Review	2	2			12		16	\$3,300
Revisions	1	2		16			19	\$2,897
<i>PUBLIC MEETING (1):</i>								
Prepare Exhibits	2	4	6	12			24	\$3,962
Attend Meeting	4	4		3			11	\$2,106
							<b>896.5</b>	<b>\$148,916</b>
<b>FINAL PLANS AND SPECIFICATIONS</b>								
<i>SITE VISITS:</i>								
Final Site Visit	4	4	4				12	\$2,352
<i>FINAL DESIGN-ALL ROADS:</i>								
Title Sheet	1	1		2			4	\$704
Legend & General Notes		1		4			5	\$773
Summary of Quantities Sheet		1		4			5	\$773
Final Plan Quantity Takeoff		2		12	1		15	\$2,319
Final Plan Construction Cost Estimate	1	3			1		5	\$1,035
<i>ALEXANDRA AVE.-FINAL DESIGN:</i>								
Finalize Storm Sewer Profiles		1	8		1		10	\$1,754
<i>ALEXANDRA AVE.-FINAL PLAN DRAWINGS:</i>								
MSD Title Sheet		0.5	2				2.5	\$439
Storm Sewer Plan/Profile Sheets (20 Scale)	0.5	8	16				24.5	\$4,436
Drainage Area Map Sheets			0.5		1		1.5	\$289

Subject:	Proposition S-2026 Street Grouping		
Job No.:	Prop S -2026		
Client:	City of Glendale, MO		
By:	DRR/SEV	Date:	June 10, 2025



**Proposition S-2026 Street Grouping  
City of Glendale, MO**

**SCOPE OF SERVICES & ESTIMATE OF COST**

TASK	Project Manager	Sr. Project Engineer	Project Engineer	Design Engineer	QA/QC		Hours	Cost
Erosion Control Plans	0.5	2	4				6.5	\$1,190
Traffic Control Typical Applications	1	1		1			3	\$562
Standard & Special Details	1	2	4		1		8	\$1,502
<i>MICRO-SURFACING-FINAL DESIGN:</i>								
Pavement Improvement Limits	0.5	1		2			3.5	\$597
<i>MICRO-SURFACING-FINAL PLAN DRAWINGS:</i>								
Typical Sections	0.5	1		2			3.5	\$597
Plan Sheets (50 Scale)	0.5	1		4	1		6.5	\$1,086
Traffic Control Typical Applications	0.5	0.5		1			2	\$352
<i>CURB &amp; GUTTER, MILL &amp; OVERLAY-FINAL DESIGN:</i>								
Mill and Overlay Limits		1		4			5	\$773
Finalize Pavement and Curb Improvement Locations	0.5	4		6	0.5		11	\$1,882
Finalize Entrance Improvement Design	0.5	2		16	0.5		19	\$2,892
Erosion Control Plan	0.5	1		2			3.5	\$597
Finalize Retaining Walls	1	2	6	2			11	\$1,917
Finalize Corridor Model	1	2		16	2		21	\$3,307
<i>CURB &amp; GUTTER, MILL &amp; OVERLAY-FINAL PLAN DRAWINGS:</i>								
Typical Sections	0.5	1		2	0.5		4	\$699
Plan/Profile Sheets (20 Scale)	0.5	2	6	16	1		25.5	\$4,003
Erosion Control Plans	0.5	1	2	4			7.5	\$1,217
Traffic Control Typical Applications	1	1	2	4			8	\$1,324
Entrance Profile Sheets	0.5	1	1	4	0.5		7	\$1,151
Cross-section Sheets	2	4		16			22	\$3,522
Standard Details	1	1		4			6	\$988
Special Details (Concrete Stair tie-in's, Landscaping tie-in's, Custom details)	1	12		16	1		30	\$5,152
<i>SPECIFICATIONS:</i>								
Front End Boiler Plate Specifications Manual	2	8					10	\$2,070
Job Special Provisions and Technical Specifications	2	8			2		12	\$2,480
<i>SUBMITTALS:</i>								
MSD Coordination & Submittal	2	4	8	4			18	\$3,162
Submit 90% Draft Plans for Review (City)	0.5	2		4			6.5	\$1,086
Address Review Comments from City	1	2		4			7	\$1,193
Submit Final PS&E to City	2	4		4	2		12	\$2,228
Electronic Deliverables	1			4			5	\$783
<i>QC/QA:</i>								
Design Review	4	2			4		10	\$2,090
Revisions	1	2	4				7	\$1,297
							<b>385.5</b>	<b>\$66,568</b>
<b>BIDDING AND CONSTRUCTION SUPPORT</b>								
Attend Pre-Bid Meeting	2	2					6	\$1,156
Respond to Bidder Questions	2	4					6	\$1,250
Requests for Informations (RFI's)	2	12					14	\$2,890
Shop Drawings	2	12					14	\$2,890
							<b>40</b>	<b>\$5,296</b>

Subject:	Proposition S-2026 Street Grouping		
Job No.:	Prop S -2026		
Client:	City of Glendale, MO		
By:	DRR/SEV	Date:	June 10, 2025



**Proposition S-2026 Street Grouping  
City of Glendale, MO**

**SCOPE OF SERVICES & ESTIMATE OF COST**

TASK	Project Manager	Sr. Project Engineer	Project Engineer	Design Engineer	QA/QC		Hours	Cost
<b>REIMBURSABLES</b>								
Travel for Engineering & Surveying (400 miles x \$0.66/mile)								\$264
Informational Title Reports (5 x \$500/report)								\$2,500
							\$0	\$2,764
<b>TOTAL</b>	<b>125.5</b>	<b>303</b>	<b>219.5</b>	<b>638</b>	<b>64</b>	<b>0</b>	<b>1352</b>	<b>\$229,880</b>

**Notes:**

*Topographic survey for entire limits will not be provided; survey will be completed as listed in scope.*

*General traffic control plans will be developed; detailed plans are not included.*

*Utility coordination will include contacting local utility companies to determine location of existing facilities. Relocation of utilities is not anticipated or included in the design.*

*Utility coordination meetings will not be conducted for the project.*

*MSD water quality and detention are not anticipated for this project and is not included in the scope of services*

*Landscaping disturbed during construction will be replaced by the Contractor; landscaping design is not included in the engineering scope of services.*

*Street lighting, signing, and striping improvements are not included.*

*Pavement design is not included.*

*NEPA (Environmental) submittals are not included.*

*Attendance at council meetings will not be required.*

*Deliverables to the City, including bid documents, will be in PDF format.*

*Property acquisition to be conducted by the City.*

*St. Louis County Core costs will run through a municipal program and invoices will need to be sent directly to the City. Estimate around \$1000/mile. Costs not included in this fee.*



**EXHIBIT III - CONSTRUCTION ENGINEERING FEE**

Subject:	City of Glendale, MO Prop-S 2026		
By:	M. Harizal	Date: 6/2/2025	
H&S No.:	PRM250283		
<b>ATTACHMENT A - SCOPE OF SERVICES AND ESTIMATE OF COST CONSTRUCTION ENGINEERING</b>			
<b>TASK</b>	<b>HOURS</b>		<b>COST</b>
	Const Mgr \$217.00	Const. Engr. \$171.00	
<b>PROJECT MANAGEMENT:</b>			
Administration/Invoicing/Project Management	15		\$ 3,255.00
Correspondance/Communication/Coordination	15		\$ 3,255.00
<b>PRECONSTRUCTION PHASE:</b>			
Bid, Concurrence and Award, Project Start up	2	35	\$ 6,419.00
Pre-Construction Meeting	3	3	\$ 1,164.00
<b>CONSTRUCTION PHASE:</b>			
On Site Construction Inspection		950	\$ 162,450.00
Progress Payments		10	\$ 1,710.00
Project Meetings	4		\$ 868.00
Testing Coordination	5	15	\$ 3,650.00
Shop Drawings	2		\$ 434.00
Material Submittals Review	2		\$ 434.00
Invoicing	10		\$ 2,170.00
Monthly Progress Reports		10	\$ 1,710.00
Construction Change Orders	2		\$ 434.00
Coordination with Stakeholders	2		\$ 434.00
Coordination with Client/Design Team	5		\$ 1,085.00
Coordination with Utilities			\$ -
<b>POST-CONSTRUCTION PHASE</b>			
Pre-Final Inspection/Punch List		4	\$ 684.00
Final Inspection		4	\$ 684.00
Project Close Out	4	35	\$ 6,853.00
	<b>SUBTOTAL HOURS</b>		
	71	1066	
	<b>SUBTOTAL COST</b>		
	\$ 15,407.00	\$ 182,286.00	\$ 197,693.00
Other Direct Costs:			
Travel (5,800 miles @ \$0.70/mile) 145 trips at 40 miles per trip			\$ 4,060.00
Subcontract Pass-Through Costs:			
Materials Testing (Tsi)			\$ 9,955.00
<b>TOTAL FOR CONSTRUCTION</b>			<b>\$ 211,708.00</b>
<b>Notes:</b>			
**Construction services are based on 5 months of construction requiring full time on site construction inspection. Assuming H&S staff on site full time for 5 months (5 days/wk at 8 hr/day) and 1 month part time for project set up & close out.			
**Construction Assumptions: 2 months install/pour 12,000 ft of new curb, 1 month mill and overlay 1.11 miles of asphalt pavement, 1 month drainage installation. All estimates dependent on contractor schedule and labor force allocated to the project.			
**Construction expected to begin spring of 2026 (March - September)			
**Mileage to/from site each day and drive around site for inspection estimated 40 miles/trip			



June 3, 2025

Mr. Mike Harizal  
**Horner & Shifrin**  
401 S. 18<sup>th</sup> St.  
St. Louis, MO 63103

**Re: Proposal for Material Testing Services**  
**Glendale Prop S**  
**Glendale, MO**  
**TSi Proposal No: SLM25057.00**

Dear Mr. Harizal:

TSi Geotechnical, Inc. (TSi) , a **M/D/WBE** firm, is pleased to submit this proposal to Horner & Shifrin to provide material testing and inspections services for the Glendale Prop S project in Glendale, Missouri.

## 1.0 PROJECT UNDERSTANDING

The project consists of 7 streets (1.1 miles of mill and overlay) and then an additional 12,000 feet up new curb being installed.

## 2.0 SCOPE OF SERVICES

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

### EARTHWORK

- Observation of grading activities including subgrades and identify any unacceptable materials or soft zones prior to placement of any fill or base rock. Observe and test remedial work in unsuitable areas that are found during subgrade evaluations.
- Collect samples of the proposed soil and base rock material for Standard Proctor testing, deleterious content, and gradation testing in our laboratory.
- Measure the in-place density and moisture content of soil and base rock material with a nuclear gauge.

### CAST-IN-PLACE CONCRETE

- Perform field tests on site concrete to measure slump, temperature and air content.
- Prepare compressive strength test specimens during placement of concrete and complete laboratory compressive strength tests on those samples at the specified dates. For foundations: One (1) set of six (6) cylinders will be cast every 100 CY or fraction there-of.
- Perform compressive strength testing on cylinders cast. For the six (6) cylinders sets, tests will be performed at : 2@7 days, 3@28 days, spare.
- Obtain Samples of Concrete aggregate for gradation and absorption tests.

### PROJECT MANAGEMENT

- Attend project meetings(as requested).
- Provide project management for our scope of services.
- Report the results of our services.

## 3.0 STAFFING & DOCUMENTATION

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

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

## 4.0 SCHEDULE

We have estimated the hours of work at the site requiring TSi's services based on the email received May 30, 2025. Our fees provided herein are based on this preliminary schedule and estimates. Travel time is included in the site visits. The number of hours and tests described in the cost estimate does not constitute a minimum or maximum number of tests or hours that may be required for this project. TSi's services will be performed on a full/part-time basis, with additional TSi personnel scheduled when necessary for pier inspection, compaction testing, and concrete placement activities. TSi will not be responsible for scheduling our services and will not be responsible for tests or observations that are not performed due to failure to schedule our services on the project outside normal work hours. Additional services required that are outside normal work hours should be scheduled a minimum of 24 hours in advance. Scheduling personnel will be on an as-available basis, which may require changes in personnel assigned to the project. Should additional overtime shifts be required, our estimated total fee may change. We recommend that the scope of services described in this proposal be provided to the person(s) who will be responsible for scheduling so that they are aware of the services that are proposed.

## 5.0 ASSUMPTIONS/CLARIFICATIONS

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

1. Due to variability in actual construction schedule, actual number of trips required to perform aforementioned scope of work could vary.

## 6.0 ESTIMATED COST

TSi's services for the project will be provided on a time and material basis. Based on the scope of services described herein, our estimated fee is \$ 9,955.00. The estimated fee will be adjusted for the final scope of services based on the attached unit fee schedule. The fees for any additional services that may be necessary will be billed on a unit rate basis, in accordance with the attached Unit Fee Schedule.

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

## 7.0 PROJECT LIMITATIONS

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

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

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

Sincerely,  
**TSi GEOTECHNICAL, INC.**



Andrew DeClue, P.E  
Director of Operations



Denise B. Hervey, P.E  
Principal

Accepted by:  
**HORNER & SHIFRIN**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

NOTE: The contents of this proposal are confidential and shall not be distributed to any person(s) other than those for whom this proposal was intended.

**Glendale Prop S project  
 Glendale, Missouri  
 Construction Materials Testing  
 Unit Fee Schedule**



Valid for work completed prior to December 31, 2026

	<b>Unit Cost</b>		<b>Qty</b>	<b>Estimated Amount</b>
<b><u>Personnel/Equipment</u></b>				
Senior Engineer	\$ 180.00	hour	2	\$ 360.00
Project Manager	\$ 135.00	hour	10	\$ 1,350.00
Technician	\$ 70.00	hour	75	\$ 5,250.00
Administrative	\$ 60.00	hour	5	\$ 300.00
Nuclear Density Gauge Usage	\$ 40.00	day	6	\$ 240.00
Trip charge	\$ 25.00	miles	25	\$ 625.00
			<b>subtotal</b>	<b>\$ 8,125.00</b>
<b><u>Laboratory Testing</u></b>				
Standard Proctor Compaction (C)	\$ 275.00	each	1	\$ 275.00
Compressive strength of Concrete Cylinders	\$ 20.00	each	72	\$ 1,440.00
Cylinder Molds	\$ 1.60	each	72	\$ 115.00
			<b>subtotal</b>	<b>\$ 1,830.00</b>
			<b>Total Fee Estimate</b>	<b>\$ 9,955.00</b>

**General Notes**

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

**EXHIBIT B**  
**PAYMENT**

On a monthly basis during the performance of the Work and the Project, Consultant shall submit to the City an application or request for payment along with adequate supporting documentation, for all labor performed and equipment provided during such month, all of which shall be acceptable to the City. Applications or requests for payment for services rendered shall be not be more than once every month and shall be in the format indicated in the RFQ. Consultant shall include and provide to the City documentation warranties on the work performed.

Upon receipt and approval of the application or request for payment, the related supporting documentation, the City shall make payment in full to the Consultant within thirty (30) days.