



**NOTICE OF PUBLIC MEETING
MARCH 17, 2025 – 7:00 P.M.
BOARD OF ALDERMEN MEETING
TENTATIVE AGENDA**

- I. MEETING CALLED TO ORDER
- II. ROLL CALL
- III. APPROVAL OF AGENDA
- IV. APPROVAL OF MARCH 3, 2025 MINUTES
- V. CITIZEN COMMENTS
- VI. TREASURER’S REPORT
- VII. PUBLIC HEARING: COMMUNITY DEVELOPMENT BLOCK GRANT
- VIII. ORDINANCES FOR SECOND READING AND FINAL APPROVAL

B07-25 AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT FOR VECTOR CONTROL SERVICES WITH SAINT LOUIS COUNTY

IX. RESOLUTIONS

R09-25 A RESOLUTION AUTHORIZING A CONTRACT FOR LAND ACQUISITION SERVICES WITH LOCHMUELLER GROUP FOR THE NORTH SAPPINGTON ROAD PRESERVATION PROJECT

X. REPORTS

XI. ADJOURNMENT

XII. 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(3) for the purpose of dealing with matters relating to hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.

Gabrielle Macaluso
Deputy City Clerk

Posted 4:00 P.M. March 14, 2025



MINUTES
BOARD OF ALDERMEN MEETING
March 3, 2025 –7:00 p.m.

CALL TO ORDER

A meeting of the Board of Aldermen of the City of Glendale was held on Monday, March 3, 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 Roberts
Alderman Capshaw Cushing
Alderman Lane
Alderman Kayser
Alderman Nauman
Alderman Roettger

Also present were: Frank Johnson, City Administrator; Jim Malone, City Attorney; Jeff Beaton, Police Chief; Jim Silvernail, Fire Chief; and Gabby Macaluso, Deputy City Clerk.

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

Moved by Alderman Kayser, seconded by Alderman Lane and unanimously carried, to approve the regular meeting minutes of February 18, 2025.

CITIZEN COMMENTS

Sarah Vitale, 425 N. Sappington Rd.: Ms. Vitale spoke in opposition to the rezoning of 415 N. Sappington Rd. She voiced concerns regarding spot zoning and the spread of commercial development along N. Sappington Rd. She also reminded the Board of Aldermen that she submitted a petition with over 100 signatures of Glendale residents opposing project to the City of Glendale.

Jack Bauman, 292 Elm Ave.: Mr. Bauman noted that although he had no skin in the game regarding the coffee shop ordinances, he felt that if the neighbors of 415 N. Sappington Rd. are opposed to the project, the project shouldn't go forward. He referenced the process for chicken coop approval where if one neighbor is opposed, the coop is not approved. He felt a similar system should be applied to the coffee shops.

Mayor Wilcox said the neighbor behind the proposed coffee shop had concerns and wanted more information but wasn't opposed to the project per his public

comment at earlier meetings. Mayor Wilcox noted that the resident to the south had not spoken at the public hearings in opposition to the project.

**ORDINANCES FOR
SECOND READING &
FINAL APPROVAL**

Bill 05-25 – Rezoning of 415 N. Sappington Road to “C-1” Commercial District (Assigned Ord. No. 05-25)

Mayor Wilcox introduced Bill 05-25, an ordinance rezoning 415 N. Sappington Road from “R-2” single-family dwelling district to “C-1” commercial district and directing that the official district map of the City of Glendale be amended to reflect such change.

The Board of Aldermen discussed the rezoning request. Aldermen Roettger said that the biggest concern the Board heard regarding this ordinance is the spread of commercial zoning along N. Sappington Rd. He felt that the Board has been judicious in their previous decisions and noted that the spread of commercial zoning is not their intent.

Alderman Nauman echoed Alderman Roettger’s comments. He felt like this rezoning does not meet the definition of spot zoning because it’s adjacent to commercial property.

Alderman Capshaw Cushing noted that the C-1 zoning classification is for businesses suitable for a neighborhood, and a coffee shop meets that definition.

Moved by Alderman Nauman, seconded by Alderman Roettger and unanimously carried, to approve the second reading of Bill 05-25 by title only.

The vote thereon was as follows:

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

Moved by Alderman Lane, seconded by Alderman Nauman and unanimously carried, to provide final approval of Bill 05-25.

Bill 05-25 passed with a vote of 6 Aye, 0 Nay.

Bill 06-25 – Preliminary Development Plan for 415 N. Sappington Road (Assigned Ord. No. 06-25)

Mayor Wilcox introduced Bill 06-25, an ordinance approving the preliminary development plan of Lisa and Jamie Houston for the development of property located at 415 N. Sappington Road under the “C-1” commercial district.

Mr. Johnson reminded the Board of Aldermen that if the preliminary development plan is approved, the applicant has 12 months to submit final development plans to the City. The final development plan will be presented first to the Plan Commission, which will review and provide a recommendation to the Board of Aldermen. The Board of Aldermen will hold public hearings and review the plan bearing in mind the Plan Commission's recommendation.

Moved by Alderman Nauman, seconded by Alderman Roettger and unanimously carried, to approve the second reading of Bill 06-25 by title only.

The vote thereon was as follows:

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

Moved by Alderman Lane, seconded by Alderman Nauman and unanimously carried, to provide final approval of Bill 06-25.

Bill 06-25 passed with a vote of 6 Aye, 0 Nay.

ORDINANCES FOR FIRST READING

Bill 07-25 –
Intergovernmental
Agreement for Vector
Control Services
(Assigned Ord. No. 07-25)

Mayor Wilcox introduced Bill 07-25, an ordinance authorizing the execution of an intergovernmental agreement for vector control services with St. Louis County.

Moved by Alderman Kayser, seconded by Alderman Nauman and unanimously carried, to approve the first reading of Bill 07-25 by title only.

Mr. Johnson explained that this is a renewal of vector control services from St. Louis County, which are provided on as needed and when requested basis. The contract includes a modest price increase.

Alderman Nauman asked if information on this service could be shared with the public through social media and the newsletter. Mr. Johnson noted that it would be as we enter the summer months.

The first reading of Bill 07-25 passed unanimously.

RESOLUTIONS

R07-25 – Waste Reduction Grant Program with St. Louis County

Mayor Wilcox introduced Resolution 07-25, a resolution authorizing the endorsement of the City of Glendale with St. Louis County's grant program for the City's waste reduction efforts.

City Administrator Frank Johnson noted that the City's secure document destruction and electronics recycling event in 2024 was extremely popular and that much of the event's expenses are reimbursed by this St. Louis County Grant Program. Staff noted that the event is scheduled for May 17, 2025 and will occur at the North Glendale Elementary School parking lot to allow for better traffic flow.

Moved by Alderman Nauman and seconded by Alderman Lane and unanimously carried to approve Resolution 07-25.

R08-25 – Contract for Crack Sealing and Seal Coating of Streets

Mayor Wilcox introduced Resolution 08-25, a resolution authorizing a contract with E. Meier Contracting for crack sealing and seal coating of Southridge Drive, Berrywood Drive, Yosemite Drive, Cheyenne Court, and Springfield Court.

City Administrator Frank Johnson explained that this contract is for the City's annual crack sealing and seal coating program and the cost is \$32,000 for five streets.

Moved by Alderman Lane and seconded by Alderman Roettger and unanimously carried to approve Resolution 08-25.

DISCUSSION

Glendale Historical Archives

City Administrator Frank Johnson stated he recently was contacted by the president of the Kirkwood Historical Society (KHS) regarding the archival materials stored at City Hall relating to the history of Glendale. The KHS recently received items that reflect Glendale and Kirkwood's history. She wanted to know if the City would be open to donating the materials we have to the Kirkwood Historical Society so that they can be preserved and accessible to the public.

The Board of Aldermen members confirmed that Glendale Historical Society once existed, but it now has no active members. They expressed concern about donating the materials to the KHS but were open to the idea of submitting them on loan. The Board agreed that the best option would be to encourage active participation in the Glendale Historical Society. Alderman Nauman expressed interest in being involved in sorting through the archives.

Recreation Use Agreements

Mr. Johnson reached out to the cities of Kirkwood and Webster Groves regarding the use agreements for recreation facilities and program access. The City of Kirkwood shared positive feedback from last year’s performance and has been promoting the share use program to the public. He noted that the City has been promoting it as well. The City of Webster Groves has experienced some employee turnover, so feedback has not been received yet, but the program seems to be working well.

Blueprint Glendale

The Blueprint Glendale Steering Committee held a work session on February 24 to review the proposed new zoning code. He anticipates that it will take about three meetings to get through all the code review.

Other Items

- The Spring Newsletter should be landing in mailboxes the first or second week of March.
- Prop S Open House meetings are taking place March 27 and 31.
- Firehouse Run volunteers continue to grow.

**ALDERMEN
COMMENTS**

Alderman Lane announced that she has a Prop S sign in her yard.

**EXECUTIVE SESSION
(CLOSED)**

Moved by Alderman Roettger, seconded by Alderman Kayser to adjourn to Executive Session in accordance with Section 610.021(1) for the purpose of dealing with matters relating to privileged communications between the City’s representatives and its attorney; and (ii) Section 610.021(9) preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups.

The vote thereon was as follows:

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

ADJOURN

Moved by Alderman Nauman, seconded by Alderman Roettger to adjourn the Board of Aldermen public meeting at 7:45 p.m.



Internal Memorandum

Office of the City Administrator

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

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

Subject: February Treasurer's Report

Date: March 14, 2025

Cash and Investment Balances:

The City's cash position remains stable through the end of February with a cash and investment balance as of February 28, 2025, of \$5,928,999. Of this figure, \$5,494,461 is available for operations of the city. A month ago, the figure was \$5,320,271 with a comparable number on February 28, 2024, of \$4,930,158.

The increase in funds available for operations during February is unusual due to collection of property tax receipts. As explained in last month's Treasurer's Report, normally there will be two receipts of property taxes from St. Louis County during January. But since St. Louis County is understaffed, and they cannot open property tax receipt checks from residents as quickly as previous years, the second January receipt of \$412,616 was collected in the middle of February. Cash flow was also assisted by low totals for capital projects and healthy figures for gross receipts taxes electric and gas (\$29,780 and \$52,822).

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

General Fund Revenues and Expenditures:

During the month of February, the General Fund received \$572,513 in revenues and had \$350,487 in expenditures causing a monthly surplus of \$222,026. A year ago the figures were \$407,762 in revenues and \$349,081 in expenses for a surplus of \$58,681. Please see below for further details as well as the enclosed all funds totals document.

REVENUES

General Fund	February-25		Year to Date	
	2025	2024	2025	2024
Property Taxes	163,540	13,112	778,528	759,267
Sales Tax	88,913	84,046	796,013	768,020
Gross Receipts-Electric	29,780	28,259	321,228	314,864
Gross Receipts-Telephone	2,711	5,938	51,706	65,582
Gross Receipts-Gas	52,911	63,161	201,746	183,417
Gross Receipts-Water	10,296	13,920	158,752	147,966
Court Revenues	3,893	4,977	41,581	38,848

EXPENDITURES

General Fund	February-25		Year to Date	
	2025	2024	2025	2024
Administration	44,663	47,807	425,371	414,269
Court	7,215	10,606	72,741	70,754
Police Department	125,256	113,634	1,263,691	1,229,346
Fire Department	126,202	135,777	1,368,484	1,215,948
Public Works	47,150	41,257	436,692	435,319

Notes:

- Through eight months, revenues in most categories have been received as budgeted.
- As described above in the Cash Balance section and in last month's Treasurer's Report, property tax receipts normally collected in January were collected in the middle of February. This situation is also affecting the Pension and Debt Service Fund revenues for January. The February collections bring into alignment the year-to-date figures for all three funds.
- 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 (\$291,972 vs \$315,007). Note: The figures listed are combined for the two departments.
- 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 eight months the General Fund surplus is at \$485,094. This is not as good as last year's figure of \$612,649 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 February, the employee withholding was \$7,085 with a City contribution of \$21,313.

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 eight months of the fiscal year sales tax revenue is \$368,852 compared to \$363,330 for the prior year. There were three significant Capital Improvements during February and they are listed below.

- Fees for code updates-\$14,844.
- Replacement of HVAC unit for PW building-\$9,416
- E. Essex engineering fee and grant application fees-\$13,906.

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

There were 7 items that fell into this category during February 2024, and they are listed below.

- STL-shirt Company-\$1,354 Uniforms for Fire Department.
- DH Pace/Overhead Door-\$1,121 Door/gate repair at PW.
- Suntrup Ford-\$1,119 Backup Camera repair to Pickup for PW.
- Lochmueller Engineering-\$2,743 E. Essex engineering fees.
- MFA Oil Company-\$1,236 Diesel Fuel for Public Works vehicles.
- Swinter Group-\$2,426 Calcium chloride for snow/ice melting.
- Contractor's Welding-\$1,050 Sweeper basket repair.

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

Cash and Investments	Balance		
	28-Feb-25	31-Jan-25	Change
General Fund	5,494,461.00	5,320,271.00	174,190.00

General Fund	February-25		Year to Date	
	2025	2024	2025	2024
Revenues	572,512.78	407,761.97	4,052,073.12	3,978,284.77
Expenses	350,487.40	349,080.95	3,566,978.75	3,365,635.64
Surplus(Deficit)	222,025.38	58,681.02	485,094.37	612,649.13

Sewer Lateral Fund	February-25		Year to Date	
	2025	2024	2025	2024
Revenues	9,577.98	9,571.08	76,228.39	76,033.18
Expenses	10,400.00	1,475.00	38,098.00	38,930.00
Surplus(Deficit)	(822.02)	8,096.08	38,130.39	37,103.18

Sanitation Fund	February-25		Year to Date	
	2025	2024	2025	2024
Revenues	75,888.53	55,743.08	487,679.87	436,272.91
Expenses	75,179.28	55,320.07	477,595.72	427,429.39
Surplus(Deficit)	709.25	423.01	10,084.15	8,843.52

Pension Fund	February-25		Year to Date	
	2025	2024	2025	2024
Revenues	108,973.74	8,754.03	518,773.24	506,929.53
Expenses	39,046.94	37,730.45	352,340.67	334,351.01
Surplus(Deficit)	69,926.80	(28,976.42)	166,432.57	172,578.52

Prop P Fund	February-25		Year to Date	
	2025	2024	2025	2024
Revenues	36,868.21	35,049.84	274,710.26	272,215.75
Expenses	34,166.66	32,500.00	273,333.28	260,000.00
Surplus(Deficit)	2,701.55	2,549.84	1,376.98	12,215.75

Parks and Stormwater Fund	February-25		Year to Date	
	2025	2024	2025	2024
Revenues	16,079.35	18,078.14	130,298.68	116,143.44
Expenses	0.00	0.00	94,058.03	35,841.96
Surplus(Deficit)	16,079.35	18,078.14	36,240.65	80,301.48

ARP Fund	February-25		Year to Date	
	2025	2024	2025	2024
Revenues	104.74	1,367.32	228,746.28	472,504.07
Expenses	0.00	0.00	225,000.00	446,305.62
Surplus(Deficit)	104.74	1,367.32	3,746.28	26,198.45

Capital Improvement Fund	February-25		Year to Date	
	2025	2024	2025	2024
Revenues	50,327.75	96,304.67	595,596.64	985,202.88
Expenses	39,025.84	258,469.80	797,845.38	1,419,362.03
Surplus(Deficit)	11,301.91	(162,165.13)	(202,248.74)	(434,159.15)

Debt Services Fund	February-25		Year to Date	
	2025	2024	2025	2024
Revenues	122,605.43	9,920.65	583,694.90	574,654.11
Expenses	449,500.00	444,900.00	530,500.00	529,800.00
Surplus(Deficit)	(326,894.57)	(434,979.35)	53,194.90	44,854.11



PUBLIC NOTICE

The Board of Aldermen of the City of Glendale will hold a public hearing to discuss the estimated allocation of \$40,000.00 in Community Development Block Grant funds for FY24 and FY25. The public hearing will be held at 7:00 p.m. on Monday, March 17, 2025 at the Glendale Auditorium located at 424 N. Sappington Road in Glendale, MO 63122.

If you are unable to attend the public hearing, you may provide written comments regarding the Community Development Block Grant Program to the following address no later than Friday, March 14, 2025 at 5:00 p.m.

If you are a person with a disability or have special needs in order to participate in this public hearing, please contact Deputy City Clerk Gabby Macaluso no later than Wednesday, March 12, 2025 at 5:00 p.m.

424 N. Sappington Road
Glendale, MO 63122
(314) 965-3600

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT FOR VECTOR CONTROL
SERVICES WITH SAINT LOUIS COUNTY:

WHEREAS, the provisions of Sections 70.210 through 70.320 RSMo empowers municipalities and other political subdivisions to contract and cooperate with each other for a common service; and

WHEREAS, Saint Louis County is authorized by Article II, Section 2.180(20) of the County Charter to cooperate and contract with other political subdivisions for common services; and

WHEREAS, Saint Louis County, acting through its Department of Health, offers to contract with municipalities located in whole or in part in St. Louis County for vector control services, which include mosquito control by means of larvacide and adulticide, and rodent abatement; and

WHEREAS, the application and frequency of mosquito control chemicals is strictly regulated by the Department of Natural Resources for the State of Missouri and compliance is best assured by use of such contract

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

SECTION ONE:

The Board of Aldermen of the City hereby approves the Local Government Contract with Saint Louis County, Missouri for Vector Control Services between the City and Saint Louis County in substantially the form attached hereto as Exhibit A (the "Intergovernmental Agreement").

SECTION TWO:

The Mayor and other appropriate officers, agents and employees of the City are hereby authorized to execute the Intergovernmental Agreement, in substantially the form attached hereto as Exhibit A, incorporated herein by reference, and to take such further actions and execute and deliver such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION THREE:

In the event any word, words, phrase, phrases, sentence, sentences, paragraph, paragraphs, section, sections contained and appearing in this ordinance, shall be held or declared invalid, unlawful or unconstitutional for any cause or reason, then it is hereby declared that the remaining such portions and provisions of this ordinance shall be and remain unaffected thereby and shall remain in full force and effect.

SECTION FOUR: This Ordinance shall be in full force and effect from and after its passage and approval.

This Ordinance has been read two times and adopted this ____ day of _____, 2025.

ATTEST:

Michael A. Wilcox
Mayor

Frank Johnson
City Administrator/City Clerk



**LOCAL GOVERNMENT CONTRACT WITH ST. LOUIS
COUNTY, MISSOURI FOR VECTOR CONTROL SERVICES**

This contract is made by and between the _____ a Municipal Corporation, (hereinafter referred to as “Municipality”) and St. Louis County, Missouri, (hereinafter referred to as “County”).

Witnesseth:

Whereas, Municipality has enacted Ordinance No. /Resolution No. _____ authorizing said Municipality to enter into this contract with County for vector abatement services to be performed within said Municipality through County’s Department of Public Health; and

Whereas, County is authorized by Article II, Section 2.180 (20) of County’s Charter to cooperate and contract with other political subdivisions for common services; and

Whereas, Section 604.020 SLCRO 1974, as amended, authorizes the County Executive to contract on behalf of the Department of Public Health with political subdivisions to provide public health services; and

Whereas, in conformity with Section 604.040 SLCRO 1974, as amended, the St. Louis County Council has adopted Resolution No. 7083, 2023, that sets forth the terms and conditions upon which vector abatement services are to be provided to Municipality.

Now therefore, in consideration of the mutual promises and undertakings herein set forth, County and Municipality agree as follows:

1. County shall provide vector abatement services as indicated:
 - a. Mosquito Abatement Services:
 - i. Including Adulticiding, per County guidelines, to include all necessary materials, equipment, and personnel.
 - ii. Surveillance, trapping and testing adult mosquitoes for the presence of arboviral diseases, at no additional cost to the municipality.
 - iii. Including Larviciding, per County guidelines, to include all necessary materials, equipment, and personnel.
 - b. Rodent Abatement services:
 - i. Including rodent inspections and abatement, per County guidelines, to include all necessary materials, equipment, and personnel.
2. Municipality shall:

- a. Pay County for vector abatement services including adulticiding at the hourly rate of one hundred two dollars (\$102.00), for other mosquito abatement services including larviciding at the hourly rate of seventy-two dollars (\$72.00), and for rodent abatement services at the hourly rate of forty - eight dollars (\$48.00).
 - b. Make all payments by check payable to the order of "St. Louis County Department of Public Health". Billing for the previous year's services will occur annually in January. Payments for the previous years' service, under above paragraph "a" of this section, must be received by County before the 31st day of March, after the year after which services are provided. Remit payment to St. Louis County Department of Public Health, 6121 N. Hanley Road, Berkeley, MO 63134.
3. The costs per hour for services may be revised annually by County. County shall provide written notice to Municipality of the change in cost no later than May 1 of any year in which the services will be rendered.
4. The initial contract term shall be five (5) years. Either party may terminate this contract upon thirty days written notice.

St. Louis County, Missouri

Municipality Name:

By: _____
County Executive

By: _____

Date: _____

Date: _____

Attest:

Administrative Director

I, _____, affirm that I
am the _____ of the
_____, and that I
signed this Agreement on behalf of said
municipality, as authorized by _____
_____, and that I
acknowledged this Agreement to be the
free act and deed of the said
municipality.

APPROVED:

Director, Department of Public Health

Approved As To Legal Form:

County Counselor

APPROVED:

Accounting Officer

Legal Review: _____

Fiscal Review: _____

CE Review: _____



Internal Memorandum

TO: Frank Johnson, City Administrator
FROM: Terry Jones, Public Works Superintendent ^W
DATE: March 6, 2025
RE: Contract Approval Recommendation – N. Sappington Rd Land Acquisition

Frank,

The N. Sappington Rd STP project has progressed to the point that it is now time to obtain the necessary temporary easements and permanent ROW's required to complete a Final Design and move forward to construct the proposed improvements.

The project's TIP application, developed and submitted by Lochmueller on the city's behalf, lists a total ROW acquisition cost at \$32,000, 80% of which is reimbursed by MoDot to the city at \$25,600, leaving the city responsible for the remaining 20% at \$6,400.

Lochmueller submitted a Land Acquisition Services Proposal to Glendale on October 30, 2024, which outlines the scope of work, fees, and contract terms. The total fee listed in the Proposal was \$80,100.00. This Proposal was rejected by Glendale because it was much higher than the amount listed on the TIP application.

Lochmueller explained the increased cost stating that they had not performed survey work prior to submitting the TIP application because they had assumed that since N. Sappington Rd was improved using prior STP funding, that all sidewalks would already be in ROW. However, after being awarded funding for this project, survey work that was performed to develop the Preliminary Design indicated that 21 parcels require temporary easements or permanent ROW to construct the proposed improvements.

Adding to the increased cost, the city requested Lochmueller to perform ROW Acquisition Services to four additional properties, two of which are located along Highland Place with the intent of widening the intersection of Highland Place at N. Sappington Rd, the other two are at locations that consistently discharge water onto N. Sappington Rd with the intent of constructing water detention systems on private property. The cost of the additional work totals \$12,400.

On January 27, 2025, Lochmueller submitted a request to East/West Gateway Council of Governments requesting additional ROW acquisition funding for this project. EWG denied the request on February 10, 2025.

Lochmueller re-submitted a Land Acquisition Services Proposal on February 24, 2024, totaling \$55,750. Again, the city rejected the Proposal and requested a revised Land Acquisition Services Proposal that was more in line with the amounts listed in the TIP application because Glendale had not requested Lochmueller to make the assumptions listed above.

On February 27, 2025, Lochmueller submitted a Land Acquisitions Services Proposal listing the cost to perform the work for the 21 parcels where acquisition of temporary easements and/or ROW is necessary at \$28,000. The Proposal lists the work for the 4 additional parcels that were requested by Glendale at \$12,400, bringing the total cost for all Land Acquisitions to \$40,400.00.

The latest Proposal/Contract is attached to this memo.

If approved, Glendale would pay Lochmueller the full cost at \$40,400, and then receive \$25,600 in reimbursements from MoDot, making Glendale's actual cost \$14,800.00.

I recommend the city approve the Contract with Lochmueller Group for Land Acquisition Services related to the N. Sappington Rd STP project at a total cost of \$40,400.00 to be charged against CIP line item 90-060-44034, "N. Sappington STP Project".

Please let me know if you have any questions.

A RESOLUTION AUTHORIZING A CONTRACT FOR LAND ACQUISITION SERVICES WITH LOCHMUELLER GROUP FOR THE NORTH SAPPINGTON ROAD PRESERVATION PROJECT

WHEREAS, the City of Glendale has received a federal grant under the Surface Transportation Program (“STP”) for 80% of the cost of the North Sappington Road preservation project; and

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

WHEREAS, as part of the North Sappington Road STP project, additional Right-of-Way is required, necessitating negotiations with homeowners along the project route; and

WHEREAS, Lochmueller has provided a proposal for Right-of-Way land acquisition services in the amount of \$32,000.00; and.

WHEREAS, upon investigation by City staff, it was determined that said fee proposal is reasonable and comparable to other ongoing STP projects in neighboring communities.

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 land acquisition services agreement with Lochmueller Group for right of way land acquisition pertaining to the North Sappington Road STP preservation project at an estimated cost of \$32,000.00, in substantially the form attached hereto as Exhibit A

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

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

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

This Resolution Passed and Approved this 17th day of March, 2025.

Michael A. Wilcox
Mayor

ATTEST:

Frank Johnson
City Administrator/City Clerk

Exhibit A

LOCAL PUBLIC AGENCY LAND ACQUISITION SERVICES AGREEMENT

THIS AGREEMENT, is entered into by and between the City of Glendale, (herein, "City") and Lochmueller Group, Inc. whose address is 399 South Spring Avenue, Suite 208B, St. Louis, MO 63110-1209 (herein, "Agent").

WITNESSETH:

WHEREAS, the City proposes to acquire certain property rights or interest in certain tracts or parcels of land located in the County of St. Louis, State of Missouri, for Project: North Sappington Road Preservation – project No: STP-5568(604).

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein, the parties agree as follows:

(1) **GENERAL DUTIES:** The Agent shall provide appraisal and negotiation services for the acquisition of right of way and easements from approximately 21 owners on behalf of the City. The Agent shall exert his best efforts in accordance with good business practices and in accordance with the procedures set forth in Section 6 (Acquisition) of the Local Public Agency Land Acquisition Manual. In addition, the Agent shall comply with the requirements of its submitted Proposal.

(2) **FEES:** The Agent will be compensated at an amount of \$28,000 lump sum, which is the amount allocated for the Right-of-Way Acquisition Services on the STP Application. In addition, the City has requested additional work on 4 parcels outside of the scope of the original grant application. Therefore, the Agent will be compensated for waivers of appraisal for approximately 4 parcels at the rate of \$650 per parcel; title letters (last deeds of record) for approximately 4 properties at the rate of \$100 per parcel; for negotiations with property owners for approximately 4 parcels for the acquisition of right of way and easements at the rate of \$1,800 per parcel; and for the certification of the right of way process by the Missouri Department of Transportation at the fee of \$2,200, all in accordance with the provisions of this Agreement. Total compensation for services, other than court testimony consultation, shall not exceed \$40,400.00.

(3) **PARCELS OF LAND:** The parcels of right of way and/or easements which the Agent shall be requested by the City to appraise and negotiate for the purchase thereof are set forth on "Schedule A" which is attached hereto and made a part hereof.

(4) **COMMENCEMENT:** The Agent shall commence with ordering title information and preparation of appraisals upon receipt of a written notice to proceed. The City shall specify in each notice to proceed which parcels are clear to begin appraisal work.

(5) **REVIEW OF PLANS:** Prior to commencing preparation of appraisals and negotiations by the Agent pursuant to this Agreement, the Agent, with respect to each parcel, shall review the plans and specifications for the aforementioned project, review the title reports or other

ownership information and any other pertinent information furnished by the City.

(6) RECORDS AND REPORTS: The Agent shall maintain records of its appraisal and negotiations progress on a parcel basis detailing dates of contact, parties present and terms discussed. The Agent will submit completed appraisals and review appraisals to the authorized representative of the City having charge of the project for review and approval. The Agent will submit its negotiator's report and signed documents to the authorized representative of the City having charge of the project, as negotiations are completed on a parcel so payment can be made to the property owner.

(7) INVOICES: The Agent shall submit an itemized accounting of its time spent in the aforementioned services in the manner and form provided by the City. For Negotiations, a statement shall be submitted for one-third (1/3) of the total amount for negotiations referred to in paragraph two of this agreement after initial personal contacts with all the owners (or their representatives) of all the parcels listed in schedule "A". A statement shall also be submitted for the remaining two-thirds (2/3) of that total amount referred to in paragraph two of this agreement upon acquisition by deed or preparation for condemnation of the parcels listed in Schedule "A". Payment will be made within a reasonable time after approval of same. Each party shall furnish to the other information necessary to carry out this Agreement in accordance with its terms.

(8) DURATION: Agent shall complete appraisals and negotiations under this Agreement within six months of receipt of written notice to proceed from the City. If the Agent is unable to complete contract for acquisition pursuant to said negotiations within time required, the Agent shall submit a report stating the status of the parcels remaining and any special conditions peculiar to each such parcel, and his recommendation of further action to be taken. After due consideration, in writing, the City may extend the negotiation period.

(9) COURT APPEARANCES: The Agent agrees that it will appear in any court proceedings as requested by the City's counsel to give testimony as to its appraisals and negotiations, and that it shall receive as compensation for such services payment of \$125 to \$150 per hour for the time consumed in such appearances. The Agent will also be available for consultation with the City's counsel in trial preparation to be paid \$1,200 for each day or \$600 for each half day so appearing. Under no circumstances, however, shall the Agent's total compensation under this Agreement exceed the amount of \$2,000, per parcel, including the Agent's labor, expenses and profits of any kind.

(10) SUCCESSFUL COMPLETION: Upon the successful completion of negotiations, the Agent shall deliver to the City, an executed contract to sell and shall assist the City in the closing of purchase of any parcel. If requested by the City, the Agent shall be present at such closing.

(11) CONFIDENTIALITY: All negotiations which the Agent may conduct by reason of this Agreement, terms of this Agreement, the Agent's opinions of the value and appropriate prices of the parcels, and the reports and information furnished to the Agent by the City, shall be kept confidential by the Agent, and shall not be divulged in whole or in part to any party whatever, without the prior written consent of the City. Further, the Agent shall not disclose to third parties confidential factual matter provided by the City except as may be required by statute, ordinance,

or order of court, or as authorized by the City. The Agent shall notify the City immediately of any request for such information. None of the restrictions in this section shall apply to pertinent project and parcel information requested by representatives of the City or Federal Highway Administration. None of the restrictions in this section shall apply to testimony which the Agent is required to give under oath in a judicial proceeding.

(12) CONFLICT OF INTEREST: If the Agent at any time discovers or is informed by the City of the existence of any possible conflict of interest on the part of the Agent, the Agent shall immediately cease all activity in connection with such services, and promptly notify the City in writing, of all relevant facts and circumstances pertaining to such conflict, so that the City may take such action as it deems appropriate, including but not limited to, the exclusion of any parcel or parcels involved from this Agreement.

(13) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Agent at the direction of the City and information supplied by the City shall remain the property of the City.

(14) REPRESENTATIVE: The City Engineer is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(15) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Agent shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(16) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of St. Louis County, Missouri.

(17) AUDIT OF RECORDS: The Agent must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the City and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(18) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Agent and the City.

(19) NONSOLICITATION: The Agent warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Agent, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee,

percentage, brokerage fee, gift, or contingent fee.

(20) ASSIGNMENT: The Agent shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the City.

(21) CANCELLATION: In the event the Agent shall fail to comply with the terms of this Agreement, or the progress or quality of the work is unsatisfactory, the City shall have the right to cancel this Agreement. Should the City exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Agent.

(22) DELAY: In the event that the project covered by this Agreement is postponed or delayed by the City, the City shall have the right to terminate this Agreement. In the event the Agreement is terminated under this provision, or in the event it is terminated because of illness of the Agent, or for other reasons not the fault of the Agent, all work completed or partially completed prior to notice of termination of this Agreement shall be the property of the City, and will be paid for in proportion to its value to the City as determined by the City.

(23) DISPUTES: In the event of any dispute concerning a question of fact in connection with the work, the City's representative shall make a determination of such fact and its decision shall be final.

(24) NEGOTIATORS: The City reserves the right to use its own negotiators on any parcel deemed advisable on the project.

(25) INDEMNIFICATION: The Agent shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement. In addition to the liability imposed upon the Agent on the account of personal injury, bodily injury, including death or property damage, suffered as a result of the Agent performance under this Agreement, the Agent assumes the obligation to save the City harmless, including its agents, employees and assigns, and to indemnify the City, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act, including legal fees. The Agent also agrees to hold harmless the City, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Agent for any purpose under this Agreement, and to indemnify the City, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.

(26) NONDISCRIMINATION: During the performance of this contract, Agent agrees to observe and comply with the following conditions insofar as they apply to this Agreement:

(A) Civil Rights Statutes: The Agent shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d and 2000e, et seq.), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the Agent is providing services or operating programs on behalf of the Department or the City, it shall comply with all

applicable provisions of Title II of the Americans with Disabilities Act.

(B) Executive Order: The Agent shall comply with all the provisions of Executive Order 94-03, issued by the Honorable Mel Carnahan, Governor of Missouri, on the fourteenth (14th) day of January 1994, which executive order is incorporated herein by reference and is made a part of this Agreement. This Executive Order which promulgates a Code of Fair Practices in regard to nondiscrimination, is incorporated herein by reference and made a part of this Agreement. This Executive Order prohibits discriminatory practices by the state, the Agent or its subcontractors based on race, color, religion, national origin, sex, age, disability or veteran status.

(C) Administrative Rules: The Agent shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(D) Nondiscrimination: The Agent shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Agent shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices.

(E) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Agent. These apply to all solicitations either by competitive bidding or negotiation made by the Agent for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Agent of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(F) Information and Reports: The Agent shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Agent is in the exclusive possession of another who fails or refuses to furnish this information, the Agent shall so certify to the City or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(G) Sanctions for Noncompliance: In the event the Agent fails to comply with the nondiscrimination provisions of this Agreement, the City shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the Agent complies; and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(H) Incorporation of Provisions: The Agent shall include the provisions of paragraph 26 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the City or the United States Department of Transportation. The Agent will take such action with respect to any subcontract or procurement as the City or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Agent becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Agent may request the United States to enter into such litigation to protect the interests of the United States.

(27) PERSONAL SERVICES: This Agreement is for the personal services of Lochmueller Group, Inc., who shall appraise the property interests needed for the project and negotiate on behalf of the City with the owners of each parcel for the acquisition of certain property rights or interests and, if necessary, testify in any condemnation action.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Agent this 27th day of February, 2025.

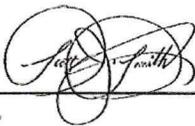
Executed by the City this ____ day of March, 2025.

FOR: CITY OF KIRKWOOD, MISSOURI

BY: _____
Michael Wilcox, Mayor

ATTEST: _____
Gabrielle Macaluso, Deputy City Clerk

FOR: LOCHMUELLER GROUP, INC.

BY: _____

Scott J. Smith, P.E.
Missouri State Director

ATTEST: 
Todd J. Halfman, P.E.
Senior Engineer

