



**Normandy City Council Meeting  
TENTATIVE AGENDA  
7700 Natural Bridge Rd., St. Louis, MO 63121  
and on Zoom Teleconference  
Tuesday, November 14, 2023, at 6:30 p.m.**

**A. REGULAR MEETING**

- 1. Roll Call**
- 2. Pledge of Allegiance**
- 3. Approval of the Agenda**
- 4. Approval of Minutes**
  - a. Approval of minutes of the October 10, 2023, Regular City Council Meeting*
  - b. Approval of minutes of the October 26, 2023, City Council Workshop Meeting*

**B. PRESENTATION OF PETITIONERS, REMONSTRATIONS, COMPLAINTS, AND REQUESTS**

1. Citizen Comments

**C. REPORT OF OFFICERS**

1. Mayor
2. Councilmembers
3. City Administrator
4. Chief of Police
5. Public Works Director
6. City Treasurer

**D. OLD BUSINESS**

- 1. Council Bill #23-25 (Second Reading) - *An ordinance of the City of Normandy, Missouri amending Ordinance No. 767, previously adopted October 11, 2022, dissolving the Special Allocation Fund for the Natural Bridge Road Redevelopment Area and***

*terminating the designation of certain portions of the City of Normandy, Missouri relating to that redevelopment area and authorizing certain actions relating thereto.*

2. **Council Bill #23-26 (Second Reading)** – *An ordinance of the City of Normandy, Missouri amending the Personnel Policy Manual by adding Section 19 - Employee Safety.*

#### **E. NEW BUSINESS**

1. **Council Bill #23-27 (First Reading)** – *An ordinance of the City of Normandy, Missouri, amending Chapter 220: Nuisances, Article II: Weeds and Chapter 510: Streets, Sidewalks, and Public Places, Article I: In General, regarding obligations of property owners to maintain abutting or adjacent rights-of-way.*
2. **Council Bill #23-28 (First Reading)** – *An ordinance of the City of Normandy, Missouri, amending Chapter 645: Video Service Providers, Article II: Video Service Regulations, regarding gross revenues and video service provider fees.*
3. **Council Bill #23-29 (First Reading)** – *An ordinance of the City of Normandy amending the adopted Fiscal Year 2024 budget of the City of Normandy.*
4. **Resolution #23-36** – *A resolution of the City of Normandy, Missouri appointing Michael Sappington to the Personnel Board*
5. **Resolution #23-37** – *A resolution of the City of Normandy, Missouri, authorizing the Mayor to enter into a contract with the Village of Glen Echo Park to provide snow removal services.*
6. **Resolution #23-38** – *A resolution of the City of Normandy, Missouri, authorizing the transfer of additional monies from the Park and Stormwater Fund to the General Fund in the Fiscal Year 2023 budget to pay for park-related expenses.*
7. **Resolution #23-39** – *A resolution of the City of Normandy, Missouri, authorizing the Mayor to enter into an agreement with Sikich LLP for accounting services for the 2024 Fiscal Year*
8. *Approval to move the November 23, 2023, City Council Workshop meeting from the fourth Thursday to the fifth Thursday, November 30, 2023.*

#### **F. CITIZEN COMMENTS**

#### **G. CLOSED SESSION (RSMO 610:021-1,2)**

1. Legal
2. Real Estate

## H. ADJOURNMENT

Join Zoom Meeting

<https://us06web.zoom.us/j/82091769431?pwd=NE9wMHJYVjRITiRlzhveWlQOUdNUT09>

Meeting ID: 820 9176 9431

Passcode: 1945

One tap mobile

+13126266799,,82091769431#,,,,\*1945# US (Chicago)

+13092053325,,82091769431#,,,,\*1945# US



**CITY OF NORMANDY  
MINUTES OF THE CITY COUNCIL MEETING  
Normandy City Hall  
and Teleconference Via Zoom Video  
Tuesday, October 10, 2023, at 6:30 p.m.**

The Normandy City Council meeting was held in person and via Zoom Video at 7700 Natural Bridge Road, Normandy, MO 63121, on Tuesday, October 10, 2023, at 6:30 p.m.

**A. REGULAR MEETING**

**1. ROLL CALL**

**Council members present:** Karen Cleveland, Steven Sachsenheimer, Kevin Jackson, Tony Evans, Rick Nelson, David Hoang, Debbie Rosso, and Yolanda Campbell via Zoom.

**Council member(s) absent:** none.

**Also present:** Mayor Mark Beckmann; Samuel D. Johnson, City Administrator; Khianna C. DeGarmo, City Clerk; Andrew R. Bramman, City Attorney; Dennis Yarbrough, Public Works Director; and Major Matthew Larson, Assistant Chief of Police.

**2. APPROVAL OF MINUTES**

*1. Approval of the Minutes of the Regular City Council Meeting of September 19, 2023*

On the motion made by Councilman Sachsenheimer, seconded by Councilwoman Cleveland, the City Council voted to approve the minutes of the September 19, 2023, City Council meeting. All in favor; none opposed.

*2. Approval of the Minutes of the City Council Workshop Meeting of September 28, 2023*

On the motion made by Councilman Hoang, seconded by Councilman Sachsenheimer, the City Council voted to approve the September 28, 2023, City Council Workshop meeting minutes. All in favor; none opposed.

**B. PRESENTATIONS OF PETITIONERS, REMONSTRATIONS, COMPLAINTS, AND REQUESTS**

**1. Citizen Comments**

There were no public comments at that time.

## **C. REPORT OF OFFICERS**

### **1. MAYOR**

Mayor Beckmann thanked the Park Advisory Board for planning and hosting the Fall Jazz Concert. He reported the event was a success and had positive feedback from the community. He stated that later on the agenda that evening will be a Council Bill regarding the dissolution of the TIF which will lead to a budget amendment in November 2023.

### **2. COUNCILMEMBERS**

*Councilman Sachsenheimer* reported that Councilman Evans assisted with the installation of the new Norwood Manor sign made by SoulCraft. Councilman Sachsenheimer expressed his gratitude to Councilman Evans.

*Councilwoman Cleveland* thanked the Normandy Police Department for the increase in visibility in Ward 1 and enforcement in the area.

*Councilman Nelson* reported that the City invited MOPERM to the next City Council Workshop meeting regarding lawsuits involving the City of Normandy.

*Councilwoman Rosso* reported that Beyond Housing in partnership with the City of Beverly Hills, would be providing assistance with will writing and conducting seminars regarding entrepreneurship for young people, ages 14-22. She stated that there would be ongoing seminars for guidance with establishing their own business. Councilwoman Rosso stated that those interested may contact Beverly Hills City Hall at 314-382-6544.

*Councilman Jackson* reported that two vehicles in Ward 2 had been stolen out of driveways, there are code enforcement and over occupancy issues, and need for enforcement of dogs loose in the area. He reported that a resident rented a pavilion at Hoelzel Park the Saturday previous and could not get hold of City staff to unlock restrooms for some time and when they were able to access the restroom facilities, they were not clean. Councilman Jackson suggested that if the facilities are not maintained or kept clean, then they should not be rented out. Mayor Beckmann asked Dennis Yarbrough, Public Works Director, to address issues regarding park rentals during his report to the City Council.

*Councilman Evans* requested the installation of speed bumps as Ward 2 residents have noticed speeding down residential streets regularly. He expressed his frustration with the delay in the delivery and installation of speed bumps.

### **3. CITY ADMINISTRATOR**

Samuel D. Johnson, City Administrator, suggested that complaints concerning over-occupancy of code enforcement issues be reported to City Hall to be addressed. He stated that a system for weekend park rentals had been in place for some time and may need to be revisited.

Sam reported that the City has been researching additional grant funds to meet the need for the installation of speed bumps versus the use of City funds. Councilman Evans reported that the

trash cans at Hoelzel Park were not being emptied because they were not being pulled to the curb on the solid waste pickup route each Monday morning.

#### **4. CHIEF OF POLICE**

Major Matthew Larson, Assistant Chief of Police, gave a brief verbal recap of the written report that was provided to the City Council by Chief Sanders. In addition, he reported that traffic enforcement had risen, and the traffic unit would soon have two full-time police officers. Major Larson gave a brief update on the installation of the Flock Safety cameras which was delayed due to an incorrect application for permitting by Flock Safety. He stated that the contractual cost was deferred until the correct installation of the cameras was completed.

Major Larson stated that the stolen vehicle issue was endemic to St. Louis County. He stated that the Police Department will connect with the City administration to address occupancy issues and address restroom access at Hoelzel Park on weekend park rentals. Councilwoman Campbell thanked the Police Department for the increase in police visibility and responsiveness in Normandy.

#### **5. PUBLIC WORKS DIRECTOR**

Dennis Yarbrough, Public Works Director, had submitted his department report to the City Council in writing ahead of the meeting. He reported that parking lot resurfacing and sidewalk repair at City Hall had begun. He stated that the Public Works vehicles were decal'd to be more identifiable. Dennis stated that the LED lighting replacement grant application was approved for City Hall and Sinclair Station. He also reported that he had an upcoming meeting with a contractor regarding an estimate for speed hump installation.

Dennis stated that he was mistaken regarding the responsibility of the Public Works Department to prepare the trash bins at Hoelzel Park for disposal. He stated that he was not aware of occupancy permit code enforcement complaints. Dennis stated that once the fuel pump replacement on the leaf vacuum was completed, it would be in operation for the Fall season.

#### **6. CITY TREASURER**

Charles Ellis, City Treasurer, gave a brief recap of the August 2023 financial narrative that was submitted to the City Council in writing.

On the motion made by Councilman Evans, seconded by Councilman Jackson, the City Council approved the financial statement report for August 2023. All in favor; none opposed.

#### **D. OLD BUSINESS**

##### **1. Council Bill #23-22 – *An ordinance of the City of Normandy, Missouri amending Chapter 390 of the Normandy City Code regarding the parking of commercial vehicles.***

On the motion made by Councilman Sachsenheimer, seconded by Councilwoman Rosso, Mayor Beckmann gave the second reading of Council Bill #23-22. All in favor; none opposed.

Bill #23-22 became Ordinance #794 by the following roll call vote of councilmembers voting in favor: Karen Cleveland, Steven Sachsenheimer, Tony Evans, Rick Nelson, David Hoang, Debbie Rosso, and Yolanda Campbell; Kevin Jackson opposed; none absent.

#### **E. NEW BUSINESS**

- 1. Council Bill #23-25 – *An ordinance of the City of Normandy, Missouri amending Ordinance No. 767, previously adopted October 11, 2022, dissolving the Special Allocation Fund for the Natural Bridge Road Redevelopment Area and terminating the designation of certain portions of the City of Normandy, Missouri relating to that redevelopment area and authorizing certain actions relating thereto.***

On the motion made by Councilman Hoang, seconded by Councilwoman Rosso, Mayor Beckmann gave the first reading of Council Bill #23-25. All in favor; none opposed.

- 2. Council Bill #23-26 – *An ordinance of the City of Normandy, Missouri amending the Personnel Policy Manual by adding Section 19 – Employee Safety.***

On the motion made by Councilman Sachsenheimer, seconded by Councilwoman Campbell, Mayor Beckmann gave the first reading of Council Bill #23-26. All in favor; none opposed.

- 3. Resolution #23-35 – *A resolution of the City of Normandy, Missouri authorizing the Mayor to execute a contract with the St. Louis County Board of Election Commissioners for provision of election and candidate filing processing services for the 2024, 2025, 2026, 2027, and 2028 municipal elections.***

On the motion made by Councilman Hoang, seconded by Councilwoman Rosso, the City Council approved resolution #23-35 authorizing the Mayor to execute a contract with the St. Louis County Board of Election Commissioners for election and candidate services for years 2024-2028. All in favor; none opposed.

- 4. *Acceptance of the Fiscal Year 2022 Audit***

On the motion made by Councilwoman Campbell, seconded by Councilman Hoang, the City Council accepted the Fiscal Year 2022 Audit. All in favor; none opposed.

#### **F. CITIZEN COMMENTS**

- 1. *Sandra Kloepfer, 7703 Augusta Avenue*, reported that she had observed a derelict vehicle on a property on Marietta and an issue with a property owner who may be hoarding property across from her property. She expressed her concern with the junk affecting property values or the area appeal of the neighborhood. She reported potholes on Waco Avenue.**

Ms. Kloepfer thanked the Missouri Department of Transportation for trimming back vegetation at Circle Drive and Florissant Road. She reported that Waste Management was inconsistent with trash pickup.

- 2. *Terry Gannon, 7620 Augusta Avenue*, thanked Councilman Evans for taking it upon himself to pull the trash cans at Hoelzel Park to the curb for solid waste pickup**

of his own volition. She also thanked the Police Department for their presence and professionalism at the Fall Jazz Concert. She reported that a group of junior high school students have been making a raucous through the neighborhood as they walk home; the police department does a good job of moving them along to get home safely, but it has been happening consistently. Ms. Gannon was pleased to hear that the leaf vacuum will be in operation and service be provided for the Fall.

3. *Daisy Lomax, 7252 Normandy Place*, expressed her gratitude to the police department for their increased visibility in the City and responsiveness to calls. She made a complaint about the rooster that crows behind her property in the Village of Glen Echo Park.

#### **G. CLOSED SESSION (RSMO 610:021-2)**

On October 10, 2023, on the motion made by Councilwoman Cleveland, seconded by Councilman Evans, the City Council approved a closed session for Real Estate (RSMO 610:021-2) by the following roll call vote of councilmembers voting in favor: Karen Cleveland, Steven Sachsenheimer, Kevin Jackson, Tony Evans, David Hoang, Rick Nelson, Debbie Rosso, and Yolanda Campbell via Zoom; none absent nor opposing.

Also present were Mayor Beckmann; Samuel D. Johnson, City Administrator; Khianna C. DeGarmo, City Clerk; and Andrew R. Bramman, City Attorney.

REAL ESTATE – There was a discussion of the following legal matter:

1. Approval to accept a bid for the sale of 7733 Natural Bridge Road

On the motion made by Councilman Hoang, seconded by Councilwoman Cleveland, the City Council accepted the bid for the purchase of the property at 7733 Natural Bridge Road from Briant K. Mitchell, and authorized the Mayor to negotiate the bid from William C. Harris for the property, by the following roll call vote of councilmembers voting in favor: Karen Cleveland, Steve Sachsenheimer, Kevin Jackson, Tony Evans, Rick Nelson, David Hoang, Debbie Rosso and Yolanda Campbell; none absent nor opposing.

#### **H. ADJOURNMENT**

On the motion made by Councilwoman Cleveland, seconded by Councilman Sachsenheimer, the City Council adjourned the meeting at 8:05 p.m. All in favor; none opposed.

Approved: \_\_\_\_\_

Mark Beckmann, Mayor

Attest: \_\_\_\_\_

Khianna C. DeGarmo, City Clerk

SEAL:





**CITY OF NORMANDY**  
**MINUTES OF THE CITY COUNCIL WORKSHOP MEETING**  
**Normandy City Hall**  
**and Teleconference Via Zoom Video**  
**Thursday, October 26, 2023, at 5:30 p.m.**

The Normandy City Council Workshop meeting was held in person and via Zoom Video at 7700 Natural Bridge Road, Normandy, MO 63121, on Thursday, October 26, 2023, at 5:42 p.m.

**A. WORKSHOP MEETING**

**1. ROLL CALL**

**Council members present:** Karen Cleveland, Steve Sachsenheimer, Kevin Jackson, Tony Evans, Rick Nelson, David Hoang, Debbie Rosso, and Yolanda Campbell.

**Council member(s) absent:** none.

**Also present:** Mayor Mark Beckmann; Samuel D. Johnson, City Administrator; Andrew R. Bramman, City Attorney; Dennis Yarbrough, Public Works Director; and Col. Tameika Sanders, Chief of Police.

**B. OLD BUSINESS**

- 1. Discussion of Council Bill #23-25 – *An ordinance of the City of Normandy, Missouri, amending Ordinance No. 767, previously adopted October 11, 2022, dissolving the Special Allocation Fund for the Natural Bridge Road Redevelopment Area and terminating the designation of certain portions of the City of Normandy, Missouri relating to that redevelopment area and authorizing certain actions relating thereto.***

Samuel D. Johnson, City Administrator, reported that the City expects an estimated \$941,000 from the dissolution of the TIF. He stated that an allocation of funds will be delivered to the Parks and Stormwater, Economic Development, and Capital Improvement funds, a portion of the funds will also be returned to the St. Louis County Collector of Revenue, and some to other municipalities included in the pool tax. Sam stated that the City funds receiving those allocations are considered restricted funds.

There was a discussion of the possibility of using some of the funds allocated for the Capital Improvement Fund for the installation of speed bumps.

- 2. Discussion of Council Bill #23-26 – *An ordinance of the City of Normandy, Missouri, amending the Personnel Policy Manual by adding Section 19 – Employee Safety.***

Sam informed the City Council that there will be changes made to the draft Council Bill #23-26 at the second reading at the November 2023 Regular City Council meeting to address redundancies in the ordinance.

### ***3. Discussion of the Historic Preservation District ordinance***

Sam informed the City Council that there was a discovery of an existing Historic Preservation Commission ordinance discussed in 2011, but it was not properly adopted with no public hearing. He recommended that the formation of the ordinance be recommended to the Planning and Zoning Commission for discussion.

On the motion made by Councilman Evans, seconded by Councilwoman Cleveland, the City Council recommended that the Planning and Zoning Commission consider the formation of a Historic Preservation District ordinance. All in favor; none opposed.

### ***4. Discussion of the consolidation of the City of Normandy and the Village of Glen Echo Park***

Mayor Beckmann reported that the first Consolidation Transition Committee meeting was held on Thursday, October 12, 2023. Sam stated that several items were discussed at the meeting: solid waste collection, snow plowing of Glen Echo Park, the Sewer Lateral grant program, and the Glen Echo Park General Fund. He stated that those items will be coming to the City Council for discussion in the future.

There was a discussion of the eligibility of former Glen Echo Park elected officials for candidacy in the April 2024 municipal election. There was a discussion of the request from Glen Echo Park for the City of Normandy to complete street improvements with the remaining General Fund balance from the Village of approximately \$70,000. There was a discussion of the 2025 Community Development Block Grant Fund disbursement due to the Village of Glen Echo Park to be used for the establishment of a home improvement assistance program through St. Louis County.

### ***5. Discussion of speed bumps***

Sam stated that there was \$5,000 allocated for the installation of speed bumps in five locations in the City. He stated that Chief Sanders identified the following streets that would be the most effective in slowing speeding drivers with the installation of speed bumps: Dartmoor Drive, Ellington Drive, Paddington Drive, Stanwood Drive, and Belwood Drive. Councilwoman Cleveland suggested that Sandborn Drive and Blandford Drive would also benefit from the installation of speed bumps.

Mayor Beckmann recommended that the City Council commit a budgeted amount for the installation of speed bumps before selecting speed bump sites.

On the motion made by Councilman Hoang, seconded by Councilman Evans, the City Council approved the recommended speed bump installation budget for \$10,000. All in favor; Councilman Jackson opposed.

On the motion made by Councilman Sachsenheimer, seconded by Councilman Evans, the City Council approved the recommendation of the installation of speed bumps on the following streets: Dartmoor Drive, Ellington Drive, Paddington Drive, Belwood Drive, and Stanwood Drive. All in favor; none opposed.

## **C. NEW BUSINESS**

### ***1. Discussion of parliamentary procedure.***

There was a discussion of meeting decorum and custom.

**2. Discussion of the City newsletter.**

There was a discussion about trimming the newsletter of four pages originally designated for Ward Reports to keep printing costs low and perhaps allow for additional copies to be printed.

**D. CLOSED SESSION (RSMO 610:021-1,3)**

On October 26, 2023, on the motion made by Councilman Jackson, seconded by Councilwoman Cleveland, the City Council approved a closed session for Legal and Personnel (RSMO 610:021-1,3) by the following roll call vote of councilmembers voting in favor: Karen Cleveland, Steven Sachsenheimer, Kevin Jackson, Tony Evans, Rick Nelson, David Hoang, Debbie Rosso, and Yolanda Campbell; none absent nor opposing.

Also present were Mayor Beckmann; Samuel D. Johnson, City Administrator; and Andrew R. Bramman, City Attorney.

LEGAL – There was a discussion of legal matters.

PERSONNEL – There was a discussion of personnel matters.

**1. Approval to increase the hourly salary of Court Clerk, Betty Pendelton**

On the motion made by Councilwoman Rosso, seconded by Councilman Jackson, the City Council approved the hourly salary increase of Court Clerk, Betty Pendelton to \$23.16, by the following roll call vote of councilmembers voting in favor: Karen Cleveland, Steven Sachsenheimer, Kevin Jackson, Tony Evans, Rick Nelson, David Hoang, Debbie Rosso, and Yolanda Campbell; none absent nor opposing.

**E. ADJOURNMENT**

On the motion made by Councilman Jackson, seconded by Councilman Nelson, the City Council adjourned the meeting at 7:34 p.m. All in favor; none opposed.

Approved: \_\_\_\_\_  
Mark Beckmann, Mayor

Attest: \_\_\_\_\_  
Khianna C. DeGarmo, City Clerk

SEAL:



**CITY OF NORMANDY**  
**MINUTES OF THE PLANNING AND ZONING COMMISSION MEETING**  
**Normandy City Hall**  
**7700 Natural Bridge Road, Normandy, MO 63121**  
**and via Zoom Teleconference**  
**Tuesday, October 24, 2023, at 5:30 p.m.**

**A. CALL TO ORDER**

The meeting was called to order at 5:32 p.m.

**B. ROLL CALL**

**Members present:** Chair Dulle, Steve Williams, Councilman Sachsenheimer, David Graham, Tyrone Gibbs, and Mayor Beckmann.

**Members absent:** Tracy Collins, and Floyd Jordan.

**Also present:** Samuel D. Johnson, City Administrator; Khianna C. DeGarmo, City Clerk; and Andrew R. Bramman, City Attorney.

**C. OLD BUSINESS**

**1. *Discussion of the question referred to the Commission by the Normandy City Council regarding adopting a Mixed-Use Zoning District***

There was a discussion of the removal of the prohibition of gasoline stations in the mixed-use draft ordinance.

**2. *Discussion of the question referred to the Commission by the Normandy City Council regarding the adoption of a site plan review ordinance.***

There was a discussion of a five hundred-square-foot threshold for new developments that would trigger site plan review through the Planning and Zoning Commission. There was a discussion of the conformity of new developments and the mixed-use district ordinance to reflect language similar to the site plan review ordinance.

There was a discussion of possible tiered requirements for site plan review, depending on the size of the proposed development, perhaps for developments of five thousand square feet or more.

There was a discussion of the commission's concern over the site plan review ordinance being overly restrictive.

**3. *Discussion of the question referred to the Commission by the Normandy City Council regarding the revision of Chapter 415 – Sign Regulations of the Normandy City Code.***

There was a discussion of electronic signage causing a distraction to passing drivers, sign types, sign sizes, and prohibiting video-animated signs. There was a discussion about permitting the side of the building wall-hung electronic signage.

**D. ADJOURNMENT**

On the motion made by Mayor Beckmann, seconded by Councilman Sachsenheimer, the commission meeting was adjourned at 6:57 p.m. All in favor; none opposed.



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**CITY OF NORMANDY ADMINISTRATION MEMO**

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**TO:** NORMANDY CITY COUNCIL; MARK BECKMANN, MAYOR

**FROM:** SAMUEL D. JOHNSON, CITY ADMINISTRATOR

**SUBJECT:** NOVEMBER REPORT TO CITY COUNCIL

**DATE:** NOVEMBER 9TH, 2023

**CC:** KHIANNA C. DEGARMO, CITY CLERK

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Dear City Council,

For my report to the Council please see the following briefs on the new business items presented to Council tonight:

**CB 23-27 First Reading – ROW maintenance (again)**

This bill is an effort to beef up or enforce laws for property owners who do not maintain the strip of land between their property and the road. It is generally understood that this is the owners' responsibility, however, the language in our code is somewhat vague. This ordinance would be of great assistance in holding adjacent property owners along Bermuda Rd accountable.

**CB 23-28 First Reading – Video Service Provider**

This bill was recommended by our City Attorney. The Revised Statutes of Missouri dictate that video service provider franchise fees must decrease every few years. This bill would affect this change so that we are in compliance with state statutes.

**CB 23-29 First Reading – FY 2024 Budget Amendment**

This bill amends the budget to account for primarily three things that have occurred within the past month or so. The first is the dissolution of the TIF, assuming Council Bill 23-25 passes. The second is Normandy USDA applying for the tenant improvement building permit and the permit fee associated with it. The third is a grant that the Normandy PD got for body cameras and LPRs for the traffic unit. There are also additional changes that are to account for some items that were delayed from last fiscal year and other various items, like the speed bumps. The changes and recommendation on what to do with the money is described as follows:

*Revenue*

10-409 Building Permit – increase of \$77,447 – From USDA Permit

10-420 Grant Police Capital – an increase of \$25,000 – Body Camera Grant

10-420 ARPA – (decrease of \$23,780) – correction of FY23 projections which had these funds unspent.

10-420 Grant – Increase of \$25,000 – to account for matching MDC grant for tree removal.

10-469 Parks to General Fund – an increase of \$14,802 – To take advantage of additional funds being available in the Parks and Storm Water Fund

10-469 Economic Development to General – Increase of \$68,250 – The increase in revenue of the fund has allowed additional monies to be transferred to cover administrative salaries.

Total increase of \$173,819 in revenues in the General Fund

\$41,729 in revenue from TIF to Capital Improvement

\$449,634 in revenue from TIF to Parks and Stormwater

\$449,635 in revenue from TIF to Economic Development

*Expenditure*

ADMIN: Addition of PT housing clerk, to be paid from building permit fees

PD: Salary and Overtime relief, Workers' Compensation credit from payroll audit, purchase body cams with grant money

Courts: Increased salaries to account for retention efforts

PW: Transfer of portion of salaries to parks, workers compensation credit, increase in tree budget to account for MDC matching grant

Capital Outlay – increase for speed humps.

**Resolution #23-38 – Park Transfer**

This resolution authorizes the transfer of funds from the Parks and Stormwater Fund to the General Fund in the Fiscal Year 2023 after the fact. Granting authorization will allow us to use more restricted funds instead of unrestricted funds and will ultimately help our General Fund balance.

Please don't hesitate to contact me if you have any questions or concerns.

Respectfully,  
Samuel D. Johnson  
City Administrator

# Normandy Police Department

Tameika Sanders  
Chief



314-385-3300  
Ext. 3167

## Office of the Chief of Police

7700 Natural Bridge Road  
Normandy, MO 63121

**To:** Mayor Beckmann and Members of the Board  
**CC:** City Administrator – Samuel Johnson  
**Date:** Tuesday, November 9, 2023  
**Subject:** Normandy Police Department Monthly Report

Mayor Beckmann and Members of the Board,

Please accept the following as the monthly police department report between October 1, 2023 – November 1, 2023.

### ***Statistical Data:***

Tickets: 582  
Reports: 165  
Accident Reports: 46  
Calls for Service: Unable to extrapolate data due to new CAD system

### ***Discussion Items:***

- *Flock Camera Installations*

Respectfully,

*Col. Tameika Sanders*  
Chief of Police



## MUNICIPAL DIVISION SUMMARY REPORTING FORM

*Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.*

<b><u>I. COURT INFORMATION</u></b>		Municipality: Normandy Municipal	Reporting Period: Oct 3, 2023 - Oct 31, 2023	
Mailing Address: 7700 NATURAL BRIDGE ROAD, SAINT LOUIS, MO 63121				
Physical Address: 7700 NATURAL BRIDGE ROAD, SAINT LOUIS, MO 63121		County: St. Louis County	Circuit: 21	
Telephone Number:		Fax Number:		
Prepared by: YOLANDA ROBINSON		E-mail Address:		
Municipal Judge:				
<b><u>II. MONTHLY CASELOAD INFORMATION</u></b>				
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		444	13,451	811
B. Cases (citations/informations) filed		3	360	15
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court/bench trial - GUILTY		0	0	0
3. court/bench trial - NOT GUILTY		0	0	0
4. plea of GUILTY in court		0	81	3
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	3	0
6. dismissed by court		0	6	1
7. <i>nolle prosequi</i>		2	9	4
8. certified for jury trial (not heard in Municipal Division)		0	0	0
<b>9. TOTAL CASE DISPOSITIONS</b>		2	99	8
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		445	13,712	818
E. Trial de Novo and/or appeal applications filed		0	0	0
<b><u>III. WARRANT INFORMATION</u></b> (pre- & post-disposition)		<b><u>IV. PARKING TICKETS</u></b>		
1. # Issued during reporting period	0	1. # Issued during period	0	
2. # Served/withdrawn during reporting period	0	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	11			

## MUNICIPAL DIVISION SUMMARY REPORTING FORM

<b>COURT INFORMATION</b>	Municipality: Normandy Municipal	Reporting Period: Oct 3, 2023 - Oct 31, 2023
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### V. DISBURSEMENTS

<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>		<b>Other Disbursements:</b> Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$5,193.50	Court Automation	\$602.51
Clerk Fee - Excess Revenue	\$693.00	<b>Total Other Disbursements</b>	\$602.51
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$23.31	<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	\$11,436.00
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	<b>Bond Refunds</b>	\$0.00
<b>Total Excess Revenue</b>	<b>\$5,909.81</b>	<b>Total Disbursements</b>	<b>\$11,436.00</b>
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>			
Fines - Other	\$3,359.50		
Clerk Fee - Other	\$253.80		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$86.08		
Peace Officer Standards and Training (POST) Commission surcharge	\$86.07		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$613.70		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$8.53		
Law Enforcement Training (LET) Fund surcharge	\$172.00		
Domestic Violence Shelter surcharge	\$172.00		
Inmate Prisoner Detainee Security Fund surcharge	\$172.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
<b>Total Other Revenue</b>	<b>\$4,923.68</b>		

**October 2023 Public Works  
Monthly Report**

During October Public Works Employees completed one-hundred and fifty-three (153) work orders for service in our city. These work orders covered the categories listed below.

Type of Work Orders	#	Type of Work Orders	#
Asphalt Repair	3	Issues for other Departments	
Chipping and/or Pickup of Limbs	22	Maintenance Issues	1
Citizens' Complaints/Concerns	2	Manhole Repair/Maintenance	
Cleaning of City Hall	6	Mowing	16
Cleaning of Drains	13	Administrative Mowing	
Closing of a Road		Pothole Repair	24
Culvert Maintenance		Public Works Training & Development	3
Daily Operations	23	Roadway Snow Removal	
Damage from Storms		Sewer Leak	
Dead Animals	1	Sewer Repair	
Dead Tree		Sidewalk Maintenance	
Debris/Trash Pickup	12	Sign Install	1
Emptying of Trash Cans (Natural Bridge)	*	Sign Maintenance	4
Equipment Maintenance	2	Sign Replacement	1
Fountain Maintenance	2	Stormwater Maintenance	
Hoelzel Park Specific	11	Street Light Repair	
Holiday Decorations		Trash Pickup (pick & stick)	4
Hydrant Repair/Maintenance		Tree Clean up	
Ice Conditions (Salting)		Tree Removal	
Leaf Vacuuming		Tree Trimming	
Leak Detections		Weeds	2

\*Included in Debris/Trash Pickup

**Public Works Notes for the month**

- As previously reported, the back of City Hall and the Public Works “grassy areas” are part of a developing Natural Habitat Project. You may notice the dead tree behind City Hall was removed as part of this project in October. This will likely be the last work you will see in the habitats until Spring 2024.
- Training on the iWorQ system ended this month. Both Code Enforcement and Public Works are using the system to track work orders and reports. Public Works will continue to learn its capabilities in the coming months.
- The sealing and striping of the City Hall parking lot was completed on October 9 & 11, 2023.

## October 2023 Public Works Monthly Report

- Training for the laborers
  - We began viewing training videos and using the Kansas State Training Material for Back Injury Prevention; Chipper/Shredder Safety; Skid Steer Loader Safety; and Mowing and Trimming Safety. This is part of the new required training for all Public Works employees. The implementation coincides with the onboarding of our new Public Works Employee.
- We completed interviews for our open laborer position during the month. Carl S. was hired and began his training/working for us on October 23, 2023. Carl comes to us with a variety of experience including work in the Street Department & Parks Department for the City of St. Louis. (Note- Carl quit on 11/06/23)
  - We are considering the hiring of a temp employee from our employment agency who has worked for PW for about a month.
  - After interviewing several candidates for the Public Works Supervisor. It was decided we did not find the candidate we were looking for. The posting was re-opened on October 30, 2023. I will be going through applications and scheduling interviews from the new applicant pool.
- Our Public Works staff began wearing uniforms this month. Gray shirts and blue pants uniforms for easy identification and to promote professionalism within our department. The shirts have the employees' names and city logo on them.
- The leaf vacuum came back home on the 31<sup>st</sup> of October. We are looking at vacuuming November 20,21,22, 27, and 28 of November with a second round around Christmas.
- Pothole repairs continued this month. Potholes were filled on Waco, Rosedale, Ellington, Faraway, Colton, LaCorn, Springdale, St. Ann, Marietta, and Augusta. Bellwood and Normandy Place. More holes will be repaired as weather allows through the fall.
- The large potholes noted during last month's council meeting; at the entry to Castle Park Housing Complex were filled with a combination of asphalt and pee gravel and a larger gravel.
- All three of Normandy's Public Works vehicles have received City Decals for easy identification.
  - Safety/emergency lighting has been added to the F-350 and Dump Truck.

## October 2023 Public Works Monthly Report

- Since our meeting with Reinhold Electric to discuss the cost of replacing the damaged and/or missing lights in the Fountain, we met with Extreme Electric and discussed more options and better pricing. We can cap the power sources off and not replace the lights, replace the lights with a less expensive light, or spend approximately \$3,000/light to match the lights in place.
  
- We have requested 14 Rosebud trees from Neighborhood Housing for our open tree wells on Natural Bridge. We hope to get all or a portion of these trees through our grant. **No new information on this issue**
  
- St. Louis Paving installed six (6) speed humps/bumps approximately 4' x 26' on Dartmoor; Paddington; Ellington; Blanford; Stanwood and Bellwood. The contract was signed on 10/27/23 and the work was completed on 10-31-23.
  - Signage will be placed on both sides of the hump and painted yellow to help with identifying the location and visibility of the hump itself. This same process will be followed for the previously existing speed bumps we have. We will be placing snow markers at the humps to help prevent damage during snowfalls.
  
- As previously reported- the City of Normandy is participating in an Energy Efficiency Grant Program sponsored by Ameren Missouri. When completed our City Hall, Hoelzel Park Concession Stand and Restrooms, 1018 Bermuda (Old Sinclair Station), and our Public Works facility will have new and/or retrofitted high-efficiency LED lighting installed (interior only).
  - On 10/27/2023 the lighting at the Public Works Bldg. was completed; on 10/28/23 our property at the "Old Sinclair "Station was completed. We are awaiting supplies for City Hall; the concession stands and the restrooms at Hoelzel Park. We are on target to complete the project by December 31, 2023.
    - *Reminder- There is no cost to our city for this project and should same on our electric bill.*
  
- Light bulbs were purchased this month for our streetlights on Natural Bridge. We will be replacing the lights in the coming weeks once employee training is completed on the Bucket/Ariel Lift truck.
  - The hands-on portion of the training was delayed as the "Bucket Truck" would not start. Waiting to see what the issue(s) are.

**October 2023 Public Works  
Monthly Report**

- The concession stand and restrooms at Hoelzel Park were winterized for the season. Signs are posted on the park restrooms and concession stand, "CLOSED FOR THE SEASON".
- The fountain was winterized for the season.
- The park benches near the playground at Hoelzel Park were repaired this month. One was repaired using the remaining composite boards from the three broken benches. The other two were rebuilt with new wood.
- We are currently working with the manufacturer of our playground to locate a compatible climbing wall and slide. We are also looking for parts for the swing set. All were damaged during the summer and need replacing/repairing for safety.
- The Public Works Dept. assisted in the interior clean-up of 7733 Natural Bridge to help in the possible sale of the property.
  - We also cleaned up our St. Clair property after the lighting was installed.
- Prepping the rear of City Hall for a third storage container for the PD. Small trees and weeds have been removed and 12 tons of rock moved to the base near the other two containers. This container will be smaller, 10' long, same width. We will need another 5 tons to finish the "rock decking" for the storage container.
- Keeping Bermuda and Natural Bridge clean continues to be a job.
  - A new Trash can from storage was placed near the bus stop of "Dollar Buster", to help with the accumulation of trash on our road.

Respectfully submitted,

*Dennis M. Yarbrough*

Dennis M. Yarbrough  
Director of Public Works



CITY OF NORMANDY

CODE ENFORCEMENT REPORT FOR 10-1-2023 THROUGH 10-31-2023

<b>Code Enforcement New Cases Opened</b>	42
<i>Pro-Actives</i>	41
<i>Complaint Based</i>	1
<b>Cases Closed</b>	23
<b>Total Inspections Completed</b>	31
<i>Residential Occupancy</i>	23
<i>Building Permit Inspections</i>	8

<b>Row Labels</b>	
Accumulation of trash, debris, tires, inoperable equipment, or junk prohibited	12
Dangerous Building	1
Electrical Facilities - 604	1
Maintained buildings and grounds.	4
Overgrowth - Nuisance	9
Repair/replace gutters	1
Repair/replace siding on house/garage	1
Weeds/grass over 6 inches	15
Dumpster Enclosure	1
Remove trash/recycling bin from roadway/curb.	2
<b>Grand Total</b>	<b>47</b>

# MEMO

DATE: 11/9/2023  
 FROM: Angela Dorn, CPA  
 TO: Charles Ellis, CPA  
 RE: Monthly Financial Report

Summary of financial information for the General Fund Budget for the fiscal year 2022-2023 for the City of Normandy, MO as of September 30, 2023:

## A - Summary of Income Statement

	Before September	September 2023	Year-to-Date
Total Income	\$ 4,467,728.21	\$ 327,795.63	\$ 4,795,523.84
Total Expenditures	<u>(4,048,198.17)</u>	<u>(307,473.98)</u>	<u>(4,355,672.15)</u>
Net Income (Loss)	<u>\$ 419,530.04</u>	<u>\$ 20,321.65</u>	<u>\$ 439,851.69</u>

## B - Summary of General Fund Balance

General Fund Unrestricted Cash Balance as of September 30, 2023	\$ 1,363,876.41
General Fund Board Designated as of September 30, 2023	(678,176.85)
Unearned Revenue (ARPA Funds)	-
Amounts Due to General Fund from Other Funds	43,921.95
Amounts Due from General Fund to Other Funds	(23,958.99)
Total	<u>705,662.52</u>

## C- Income, General Fund

<u>Department</u>	<u>Year to Date Actual as of September 30, 2023</u>	<u>Annual Budget for the FYE 9/30/2023</u>	<u>% of Budget Remaining</u>
Revenues	4,544,544.34	4,593,338.00	
Other Financing Sources (Uses)	<u>250,979.50</u>	<u>282,194.00</u>	
Total General Fund Income	<u>4,795,523.84</u>	<u>4,875,532.00</u>	1.6%

## D - Expenditure by Department, General Fund

<u>Department</u>	<u>Year to Date Actual</u>	<u>Annual Budget</u>	<u>% of Budget Remaining</u>
Administration	786,849.39	778,341.00	-1.1%
Police	2,719,636.43	2,712,149.00	-0.3%
Court	224,590.47	245,029.00	8.3%
Street	547,732.60	569,685.00	3.9%
Park	<u>76,863.26</u>	<u>62,194.00</u>	-23.6%
Total Expenditures	<u>4,355,672.15</u>	<u>4,367,398.00</u>	0.3%



**CITY OF NORMANDY, MISSOURI  
AN ORDINANCE**

**1<sup>st</sup> READING 10/10/2023**  
**2<sup>nd</sup> READING \_\_\_\_\_**

**BILL NO. 23-25**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF NORMANDY, MISSOURI, AMENDING  
THE CITY OF NORMANDY PERSONNEL POLICY MANUAL BY ADDING SECTION  
19 – EMPLOYEE SAFETY**

WHEREAS, the Council of the City of Normandy wishes to implement a new Safety Plan in order to provide for the safety and well-being of its employees and residents reduce and mitigate the risk of workplace injury and death; and

WHEREAS, the City Council of the City of Normandy believes it is in the best interest of the City and its residents to amend the Personnel Policy Manual to add a new section regarding employee safety that shall provide the framework and enforcement and incentive mechanisms to implement a participatory and well-tailored safety plan in the various departments of the City.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF  
NORMANDY, MISSOURI, AS FOLLOWS:**

Section 1 – Adoption of City of Normandy Personnel Policy Manual

The City Council of the City of Normandy hereby amends the City of Normandy Personnel Policy Manual by adding a new section, Section 19 – Employee, attached hereto in Exhibit A.

Furthermore, the Council directs the City Administrator and Department Heads to provide for the creation and promulgation of department safety plans pursuant to Section 19 and the enforcement of the provisions therein.

Section 2 – Repealed

All acts and parts of Ordinances or Resolutions heretofore adopted by the City in conflict with the provisions of this Ordinance are hereby repealed insofar as they conflict with the provisions of this Ordinance.

Section 3 – Severability

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, phrases, and words of this ordinance are severable, and if any section, paragraph, sentence, clause, phrase, or word(s) of this ordinance shall be declared unconstitutional or otherwise invalid, such unconstitutionality or invalidity shall not affect any of the remaining sections, paragraphs, sentences, clauses, phrases, and words or this ordinance since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional or invalid portion of the ordinance.

Section 4 – Codification

This Ordinance shall not be codified in the Code of Ordinances of the City of Normandy.

Section 5 – Effective Date

This Ordinance shall be in full force and effect from and after the date of its passage and approval.

**PASSED** by the Council of the City of Normandy and **APPROVED** by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Honorable Mark Beckmann, Mayor

(SEAL)

Attest:

\_\_\_\_\_  
Khianna C. DeGarmo, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew R. Bramman - City Attorney

## **SECTION 19 – EMPLOYEE SAFETY**

### **19.1 City of Normandy Municipal Safety Plan**

**A. Purpose and Structure of Plan** – The purpose and goal of the City of Normandy Municipal Safety Plan is to ensure that every employee goes home safe and unharmed to their loved ones after serving the residents of the City of Normandy at their job. The safety plan is designed to instate a culture of safety through well-trained employees that hold one another accountable for instituting safe work practices. The safety program aims to promote active participation of employees in their safety, building up skills and investing in employees through training, and designing policies and procedures so that they are easy to read, use, and follow on a daily basis.

To further this end, the Safety Plan is structured so that is flexible and well-tailored to the various different departments and duties of employees of the City. Section 19 of the Personnel Manual is intended to be the overall guiding and general safety policy of the City, establishing basic rules, procedures, and expectations for the overall program. This general safety policy is designed to be accompanied by departmental safety policies which are made with the specific job duties and associated occupational risks in mind.

All policies in the plan are written with comprehension and readability in mind. The goal is to have a safety plan that does not sit on a shelf but is used daily by employees through constant review and inculcation of safety practices in employees at every level in the organization. Regular safety meetings and policy reviews, diligent enforcement and auditing, and safety incentives are key focuses of implementation to ensure the success of the program.

**B. Department Safety Plans** – Due to the diversity of duties of employees across different departments of the City of Normandy and the varying levels of risk for each type of job, this municipal safety plan is designed so that each department has its own safety plan subsidiary to the plan herein established. Department safety plans shall be regularly reviewed and updated by the Department Head with the approval of the City Administrator and an updated version of the plan shall be kept on file with the City Clerk and distributed to all employees within the department.

Each Department Safety Plan shall be well tailored to the needs and occupational risks that the department faces. Each plan shall consist of the following:

- General safety policies for the department
- Policies and procedures include but are not limited to training requirements, personnel protective equipment requirements, and identification of critical risks for key work processes that the department performs.
- Policies and procedures include but are not limited to training requirements, personnel protective equipment requirements, inspection requirements, and identification of critical risks for various tools and equipment that the department uses.

Department Heads shall be responsible for administering their safety plans and shall provide all the necessary personal protective equipment, training, and supervision to make the safety plan a success.

In addition to Department Safety Plans, the City Administrator may establish additional safety plans for special risks or needs including but not limited to an Active Shooter Plan, Severe/Inclement Weather Plan, Fire and Evacuation Plans, and other plans that may be deemed beneficial for the safety and wellbeing of employees. All such plans shall be kept on file with the City Clerk and distributed to all employees of the City.

## **19.2 General Safety Policies**

**A. Drug-Free Workplace Policy** – The City of Normandy is a drug and alcohol-free workplace. The use of or being under the influence of illegal drugs, marijuana, and/ or alcohol is inconsistent with the behavior expected of employees. The use of illegal drugs, marijuana, and alcohol and misuse of prescribed and over-the-counter drugs subjects employees and residents to unacceptable safety risks that undermine the City's ability to operate safely, effectively, and efficiently.

The use, possession, distribution, or sale of illegal drugs, marijuana, and/ or alcohol, being under the influence of illegal drugs, marijuana, and/ or alcohol, or testing positive for marijuana, alcohol, or any illegal drug including, but not limited to, inactive components or metabolites associated with the use of such drugs is strictly prohibited while on duty, while on City premises or work sites or while operating the City's equipment or vehicles.

Our City participates in post-offer, random, and post-accident drug and alcohol testing. If injured on the job, employees may be expected to participate in a drug and alcohol test immediately following the injury. Any employee testing positive for illegal drugs will have the opportunity to confirm the results of the positive test by having the positive sample retested by a certified laboratory of the employee's choosing and at their own expense.

**B. Seat Belt Policy** - all employees of the City of Normandy must wear seat belts when operating a City-owned vehicle, or any vehicle on City premises or on City business; and all occupants are to wear seat belts or, where appropriate, child restraints when riding in a City-owned vehicle, or in a personal vehicle being used for City business.

**C. Defensive Driving Policy** – The following guidelines apply to employees driving city-owned vehicles or personal vehicles while carrying out their job duties. The following shall not apply to police officers who should follow department policy regarding driving. Public works employees should take into consideration additional safety provisions listed in their department policy:

Drivers are required to maintain a safe following distance at all times. Drivers should keep a three-second interval between their vehicle and the vehicle immediately ahead. During slippery road conditions, the distance should be doubled or more.

Drivers must yield the right of way at all traffic signals, emergency vehicles, and signs. Drivers should also be prepared to yield for safety's sake at any time. Pedestrians and bicycles in the roadway always have the right of way.

Drivers must honor posted speed limits. In adverse driving conditions, reduce speed to a safe operating speed that is consistent with the conditions of the road, weather, lighting, and volume of traffic. Tires can hydroplane on wet pavement at speeds as low as 40 mph.

Turn signals must be used to show where the driver is heading while going into traffic and before every turn or lane change.

When passing or changing lanes, the driver shall check the rear-view mirror before pulling back into that lane. When passing or merging into traffic the driver shall check their blind spots.

Drivers should be alert of other vehicles, pedestrians, and bicyclists when approaching intersections. Never speed through an intersection on a caution light. When the traffic light turns green, drivers shall look both ways for oncoming traffic before proceeding.

Drive courteously to avoid confrontations with other drivers. Failure to abide by these rules will result in disciplinary action.

**D. Distracted Driving Policy** – Employees driving a vehicle in the course of their duties shall keep distracted driving to a minimum. Distracted driving includes, but is not limited to, the use of a cellular phone or other electronic device (not including radios, GPS, or other devices strictly necessary to fulfill job duties) while driving, eating or drinking, or talking with passengers.

Whenever possible, drivers should keep distracted driving to a minimum by completing phone calls while the vehicle is parked or using their phone in a “hands-free” mode via a headset or speaker. The use of a cell phone for personal use while using without “hands-free” technology is strictly prohibited.

While driving, attention to the road and safety should always take precedence over conducting business on the phone.

**E. Slips, Trips, and Falls** – Slips, trips, and falls are one of the major causes of accidents and can be easily avoided through good housekeeping practices. All employees shall keep all work areas, particularly floors, clean and orderly. Employees have a duty to keep walkways clear of obstructions and report tripping hazards in writing to management. Storage of items should be kept on shelves with a capacity properly rated for the load whenever possible.

**G. Lifting** - When lifting, bend at the knees, and grasp the load firmly. Then raise the load while keeping your back straight. A team lift must be utilized for loads over 50 lbs.

### **19.3 Enforcement and Implementation of Safety Plan**

**A. Safety Meetings**— Department Heads shall be responsible for ensuring that employees attend regular safety meetings in which specific safety policies are covered and/or training is conducted. Meetings should encourage employee participation and aim to inculcate key safety policies for work that the employees are currently performing. Supervisors or Department Heads conducting said safety meetings should also encourage employees to report any unsafe working conditions that may exist so that they may be brought to the attention of the Department Head.

In consideration of occupation hazards, Police Officers and employees in the Public Works Department shall be required to have such meetings at least once a week. All other employees are required to have said meeting at least once a month. Additionally, the City Administrator and all Department Heads shall meet at least once a month to discuss recent accidents, review safety policies, and monitor implementation of the program.

Debrief meetings following near misses or accidents shall be required for all employees involved in an accident in an attempt to identify what went wrong and how the accident could be avoided in the future.

Attendance and participation of employees at said meetings shall be well documented. The supervisor or Department Head conducting the meeting should prepare an agenda of which safety policies and or procedures were discussed, who attended the meeting, signatures of those attending, and any notes or key takeaways from the meeting.

**B. Safety Training** – Department Heads shall be responsible for establishing a regiment of safety training for employees within their department through their respective Department Safety Plan. Training and certification programs shall be established for all equipment and/or work process which pose a significant risk for injury, as required by OSHA regulations, or by law. Department Safety Plans shall also provide for the frequency of retraining or recertification that may be necessary to ensure that employees and operators are up to date on policies and procedures.

In addition to training, Department Heads shall ensure that all employees sign policy acknowledgments for all policies and procedures listed in 19.2 and general departmental policies listed in their Department Safety Plans.

**C. Incident Reporting** - Any accident, incident, or “near miss,” no matter how slight the injury or damage, should be reported to the employee’s immediate supervisor before the end of an employee’s shift. The immediate supervisor is responsible for taking appropriate follow-up action, including directing medical attention, completing an investigation report, and recommending or implementing appropriate corrective actions.

The City of Normandy may direct medical treatment as allowed by the Missouri Worker’s Compensation statute. Any request for medical treatment should be made to the immediate supervisor. If an employee chooses to seek care on their own without authorization it may be at the employee’s own expense. If an employee receives medical care and after an investigation, the employee’s condition is deemed not work-related

according to the workers compensation statutes, the employee or employee's insurance company will be liable for the medical charges.

Employees should complete accident investigation forms requested by their immediate supervisor and return them promptly. Detailed investigation may include interviews, photographs, training/document reviews, and preparation of a written report for all serious accidents and incidents.

The City of Normandy has developed transitional duties to help employees return to productive work. If an employee is off work for more than one week due to a work-related injury or illness, the employee must contact their immediate supervisor at least once per week to provide updates on the employee's medical status and probable return-to-work date. Transitional duty is a temporary remedy, and the length of time allowed will be decided on a case-by-case basis.

This accident reporting policy has been designed with the employee's best outcome in mind. Failure to follow the City of Normandy's accident reporting policy could result in a written warning, suspension, or dismissal.

**D. Auditing and Verification** - All documentation for safety meetings, training records, policy acknowledgments, disciplinary action related to safety policies, and all accident, incident, or near-miss reports shall be forwarded to the City Administrator for review to ensure compliance.

Department Heads and supervisors shall be responsible for regular monitoring and auditing employees for compliance with safety policies. If a violation of policy is found the Department Head or supervisor should immediately address any violations of the safety policy with the employee and shall issue proportionate disciplinary action to ensure future compliance. Failure of Department Heads and supervisors to conduct such regular audits shall be grounds for discipline.

**E. Safety Disciplinary Policy** - The City of Normandy wants its employees to work in a positive, productive atmosphere. However, employees who violate safety rules must be disciplined in order to protect their own safety and the safety of their coworkers. Depending on the severity and frequency of a safety violation, an employee may be:

- immediately discharged
- suspended, or
- given a verbal and/or a written warning

The following disciplinary guidelines classify violations according to their seriousness (Groups A, B, and C), for which certain penalties are suggested. Unsafe conduct by an employee may violate several provisions of the different groups. This list is intended to suggest examples of inappropriate behavior. It is not a comprehensive list of all safety violations for which an employee may be disciplined or discharged.

The following disciplinary policies do not in any way bind the City of Normandy to follow a particular course of conduct. The City in its sole discretion may change these policies at any time. In addition, nothing in the policies changes the at-will nature of employment for non-police officers, the Merit System for police officers, and/or protections provided to police officers under 590.502 or 106.273 of the Revised Statutes of Missouri.

<b><u>GROUP A</u></b>	<b><u>GROUP B</u></b>	<b><u>GROUP C</u></b>
1. Deliberate violation of any security or safety rules of the City or Department of the employee 2. Being intoxicated or under the influence of any controlled substances while at work 3. Deliberate or reckless misconduct that endangers the life or safety of others 4. Possession of alcohol or illegal drugs on the City of Normandy premises 5. Deliberate destruction or damage to the City of Normandy property 6. Deliberate falsification of any documents related to safety or employment matters 7. Fighting or deliberate harmful contact with co-workers	1. Negligence that endangers the safety of others or damages the City of Normandy property. 3. Unintentional safety violations that endanger the safety or health of others 4. Failure to report conditions that one believes to be unsafe 6. Speeding or unsafe operation of any vehicle or equipment 7. Driving any machinery without the required approval 8. Failure to properly record safety information for which one is responsible 9. Improper refusal to obey a supervisor's safety instructions 10. Any belligerent or antagonistic conduct toward co-workers, supervisors, or customers	1. Violation of personal protective equipment policy that does not result in injury to oneself or others 2. Poor housekeeping 3. Failure to participate in group safety meetings 4. Failure to properly and immediately report any accident or injury 5. Failure to properly or immediately report any accident involving the City of Normandy equipment 6. Failure to perform inspections of tools or machinery 7. Failure to report machine or tool deficiencies 8. Failure to learn City or Department safety rules and regulations

The supervisor or Department Head issuing shall have discretion in what disciplinary actions are taken for the above violations. The following list provides a general guide for disciplinary actions for the above violations. All discipline under this policy should be consistent with all other sections of this policy manual and all other departmental policies, ordinances of the City of Normandy, and statutes of the State of Missouri.

<b>Group</b>	<b>1st Offense</b>	<b>2nd Offense</b>	<b>3rd Offense</b>
<b>Group A</b>	Immediate discharge		
<b>Group B</b>	Warning or Suspension	Discharge	
<b>Group C</b>	Warning	Warning or Suspension	Discharge



**F. Safety Incentives-** All non-probationary employees who complete an entire calendar year without having a lost-time accident shall receive a day of paid leave. Said leave shall be granted immediately after completion of the accident-free calendar year on January 1<sup>st</sup>. If unused, it shall expire on December 31<sup>st</sup> at the end of the calendar year.

DRAFT

**CITY OF NORMANDY, MISSOURI  
AN ORDINANCE**

**1<sup>st</sup> READING 10/10/2023**  
**2<sup>nd</sup> READING \_\_\_\_\_**

**BILL NO. 23-26**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF NORMANDY, MISSOURI AMENDING ORDINANCE NO. 767, PREVIOUSLY ADOPTED OCTOBER 11, 2022, DISSOLVING THE SPECIAL ALLOCATION FUND FOR THE NATURAL BRIDGE ROAD REDEVELOPMENT AREA AND TERMINATING THE DESIGNATION OF CERTAIN PORTIONS OF THE CITY OF NORMANDY, MISSOURI RELATING TO THAT REDEVELOPMENT AREA AND AUTHORIZING CERTAIN ACTIONS RELATING THERETO.**

**WHEREAS**, the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.866 of the Revised Statutes of Missouri, as amended (the “Act”), authorizes municipalities to undertake redevelopment projects in blighted, conservation or economic development areas, as defined in the Act, through the mechanism of tax increment financing; and,

**WHEREAS**, after the required public hearing and on the recommendation of the Tax Increment Financing Commission of the City of Normandy, Missouri, the Council of the City of Normandy, Missouri (the “City Council”) passed and approved Ordinance No. 553 on February 7<sup>th</sup>, 2006, (a) approving the Natural Bridge Road Redevelopment Area Redevelopment Plan (the “Redevelopment Plan”), (b) designating the Redevelopment Area as defined in the Act, and (c) adopting tax increment financing with respect to the Redevelopment Area and establishing a special allocation fund (the “Special Allocation Fund”); and

**WHEREAS**, pursuant to the terms of Section 99.810 of the Act, no ordinance approving a redevelopment project shall be adopted later than ten years from the adoption of the ordinance approving the redevelopment plan under which such project is authorized; and

**WHEREAS**, ten years have passed since the City Council’s adoption of the ordinance approving the redevelopment plan, and the City Council may not approve further redevelopment projects; and

**WHEREAS**, on October 11, 2022, the City Council, finding it desirable and in the best interests of the City, the other affected taxing jurisdictions, and its residents, to terminate the designation of the Redevelopment Area and dissolve the Special Allocation Fund, and thereafter distribute the remaining funds as required upon the occurrence of certain conditions, did adopt Ordinance 767; and

**WHEREAS**, Ordinance 767 did not address the disbursement of surplus economic activity taxes to taxing districts in the redevelopment area, which should properly be distributed prior to the dissolution of the Special Allocation Fund, pursuant to Section 99.820 of the Act; and

**WHEREAS**, the City Council finds it desirable and in the best interests of the City, the other affected taxing jurisdictions, and its residents, to disburse surplus economic activity taxes to

taxing districts in the redevelopment area in accordance with the provisions of Section 99.820 of the Act prior to termination of the designation of the Redevelopment Area and dissolution the Special Allocation Fund, and thereafter distribute the remaining payments in lieu of taxes as required upon the occurrence of certain conditions.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORMANDY, MISSOURI, AS FOLLOWS:**

**Section One**

The City Council hereby declares as surplus all economic activity taxes (as defined in the Act) on deposit in the Special Allocation Fund created to administer the Redevelopment Plan. Such surplus economic activity taxes shall be paid to the taxing districts from which they originate, as provided in Section 99.820 of the Act.

**Section Two**

Upon payment of all surplus economic activity taxes pursuant to Section One above, the City Administrator of the City of Normandy, Missouri, (the “City Administrator”) shall withdraw from the Special Allocation Fund an amount sufficient to pay any and all costs of administration and/or outstanding redevelopment project costs, as defined in the Act.

**Section Three**

Upon payment of all surplus economic activity taxes, outstanding redevelopment project costs, and costs of administration, as directed above, the City Administrator shall pay all surplus funds remaining in the Special Allocation Fund to the St. Louis County Collector of Revenue for distribution of such funds to the relevant taxing districts, in accordance with Section 99.850 of the Act.

**Section Four**

Upon fulfillment of the above Sections, the Special Allocation Fund is hereby declared to be dissolved and terminated.

**Section Five**

The City Council hereby terminates the designation of the Natural Bridge Redevelopment Area as a “redevelopment area” as defined by the Act and declares such Redevelopment Area dissolved.

**Section Six**

The Mayor and City Administrator and all other officers, agents, and representatives of the City are hereby authorized to take any and all actions as may be deemed necessary, desirable, convenient, or proper to carry out and comply with the intent of this Ordinance with regard to the termination of the Redevelopment Area and the Special Allocation Fund.

**Section Seven – Repealed**

All acts and parts of Ordinances or Resolutions heretofore adopted by the City in conflict with the provisions of this Ordinance are hereby repealed insofar as they conflict with the provisions of this Ordinance.

**Section Eight – Severability**

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, phrases, and words of this ordinance are severable, and if any section, paragraph, sentence, clause, phrase or word(s) of this ordinance shall be declared unconstitutional or otherwise invalid, such unconstitutionality or invalidity shall not affect any of the remaining sections, paragraphs, sentences, clauses, phrases and words of this ordinance since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional or invalid portion of the ordinance.

**Section Nine – Effective Date**

This Ordinance shall be in full force and effect from and after the date of its passage and approval.

**PASSED** by the Council of the City of Normandy and **APPROVED** by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Honorable Mark Beckmann, Mayor

(SEAL)

Attest:

\_\_\_\_\_  
Khianna C. DeGarmo, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew R. Bramman - City Attorney  
City of Normandy, Missouri

**CITY OF NORMANDY, MISSOURI  
AN ORDINANCE**

**1<sup>st</sup> READING** \_\_\_\_\_  
**2<sup>nd</sup> READING** \_\_\_\_\_

**BILL NO.** 23-27  
**ORDINANCE NO.** \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF NORMANDY, MISSOURI, AMENDING CHAPTER 220: NUISANCES, ARTICLE II: WEEDS AND CHAPTER 510: STREETS, SIDEWALKS, AND PUBLIC PLACES, ARTICLE I: IN GENERAL, REGARDING OBLIGATIONS OF PROPERTY OWNERS TO MAINTAIN ABUTTING OR ADJACENT RIGHTS-OF-WAY.**

**WHEREAS**, the City of Normandy, Missouri, a third-class city, pursuant to RSMo 77.590, may exercise its general police powers to enact any ordinance to maintain the peace and welfare of the City and its citizens; and

**WHEREAS**, the safety of public thoroughfares and the desire to maintain the beauty and aesthetics of the City are proper concerns to be addressed through the police powers of the municipality; and

**WHEREAS**, the City Council has determined that it would be in the best interest of the peace and welfare of the City and its citizens to require owners of property in the City to maintain at their own expense any and all physical objects or things that encroach upon the City's right-of-way.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORMANDY, MISSOURI, AS FOLLOWS:**

Section 1

Chapter 220: Nuisances, Article II: Weeds, Section 220.060: Definitions of the Code of Ordinances of the City of Normandy is hereby amended by the deletion of the existing definition of the term "Property" and the insertion of a new definition of the term "Property," as follows:

**CHAPTER 220                      NUISANCES**

**ARTICLE II                        WEEDS**

**Section 220.060                Definitions**

**PROPERTY**

Includes any lot, or parts of lots, vacant or habitable; any property with structures, residential or commercial; any easement or rights-of-way (sidewalks, etc.) upon or abutting any lot.

Section 2

Chapter 220: Nuisances, Article II: Weeds, Section 220.070: Vegetative Growths Which Constitute Nuisance of the Code of Ordinances of the City of Normandy is hereby amended to read as follows:

**CHAPTER 220                      NUISANCES**

**ARTICLE II                      WEEDS**

**Section 220.070                      Vegetative Growths Which Constitute Nuisance**

- A. Weeds and grass over six (6) inches in height; obnoxious vegetative growths; hazardous bushes, trees, and shrubbery on any lot or part of a lot in the City of Normandy are hereby declared to be a nuisance and subject to removal according to the provisions of this Article.
- B. Whenever private property abuts a public right-of-way or easement belonging to the City of Normandy, or any public entity, and there exists in such right-of-way or easement a tree lawn or grassy area between the private property line and the midline of said right-of-way or easement, then such tree lawn or grassy area shall be considered, for purposes of this Section requiring cutting of grass and weeds, to be a part of the private lot which abuts the right-of-way or easement, and it shall be the duty of those responsible under this Section for the maintenance of the private lot to equally maintain the tree lawn or grassy area within the abutting right-of-way or easement.

Section 3

Chapter 510: Streets, Sidewalks, and Public Places, Article I: In General, Section 510.010: Encroachments of the Code of Ordinances of the City of Normandy is hereby amended to read as follows:

**CHAPTER 510                      STREETS, SIDEWALKS, AND PUBLIC PLACES**

**ARTICLE I                      IN GENERAL**

**Section 510.010                      Encroachments**

- A. Except as may be provided otherwise by State law, this Code, or other ordinance, no person shall encroach upon any street, sidewalk, or public place or within the space above any street, sidewalk, or public place in the City by the construction or maintenance of any manhole, coal chute, trap door, steps, overhanging eave or other projection or by any other means, except pursuant to a currently valid permit issued by authority of the City Council; and any such permit shall be revocable by the City Council at will; provided, that this Section shall not be construed to apply to limbs of shade or ornamental trees projecting over the surface of a sidewalk at a height not less than eight (8) feet, nor shall this section apply to tree lawns or other grassy areas.

- B. All property owners in the City shall be obligated and required to maintain at their own expense any and all physical objects including, but not limited to, trees, shrubs, grasses, walls, porticos, stoops, awnings, area ways, walls or other structures or things that encroach upon the right-of-way of any City street so that the street right-of-way, including sidewalks, is kept in a reasonably safe condition for travel and as public thoroughfares in the usual modes by day and night.
- C. The requirement that property owners maintain such objects that abut their property shall apply regardless of who planted or placed the object in the street right-of-way.

#### Section 4

All other Sections and Subsections of Chapter 220: Nuisances, Article II: Weeds and of Chapter 510: Streets, Sidewalks, and Public Places, Article I: In General of the Code of Ordinances of the City of Normandy, Missouri shall remain in full force and effect.

#### Section 5 – Repeal

All acts and parts of Ordinances or Resolutions heretofore adopted by the City in conflict with the provisions of this Ordinance are hereby repealed insofar as they conflict with the provisions of this Ordinance.

#### Section 6 – Severability

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, phrases, and words of this ordinance are severable, and if any section, paragraph, sentence, clause, phrase, or word(s) of this ordinance shall be declared unconstitutional or otherwise invalid, such unconstitutionality or invalidity shall not affect any of the remaining sections, paragraphs, sentences, clauses, phrases, and words of this ordinance since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional or invalid portion of the ordinance.

#### Section 7 – Codification

The Chapter, Article, Division, and/or Section assignments designated in this Ordinance may be revised and altered by the codification company servicing the City's Code of Ordinances upon supplementation of such code if, at the discretion of the editor, an alternative designation would be more reasonable. In adjusting such designations, the editor may also change other designations and numerical assignment of code sections to accommodate such changes.

#### Section 8 – Effective Date

This Ordinance shall be in full force and effect upon the passage of this Ordinance and its approval by the Mayor and attested by the City Clerk.

**PASSED** by the Council of the City of Normandy and **APPROVED** by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Honorable Mark Beckmann, Mayor

(SEAL)

Attest:

\_\_\_\_\_  
Khianna C. DeGarmo, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew R. Bramman - City Attorney



**CITY OF NORMANDY, MISSOURI  
AN ORDINANCE**

1<sup>st</sup> READING \_\_\_\_\_  
2<sup>nd</sup> READING \_\_\_\_\_

BILL NO. 23-28  
ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF NORMANDY, MISSOURI, AMENDING CHAPTER 645: VIDEO SERVICE PROVIDERS, ARTICLE II: VIDEO SERVICE REGULATIONS, REGARDING GROSS REVENUES AND VIDEO SERVICE PROVIDER FEES**

WHEREAS, the City of Normandy previously adopted Chapter 645, Article II of the City Code in 2007 relating to video service providers after the Missouri legislature adopted §§ 67.2675 through 67.2714, which is known as the 2007 Video Services Providers Act (“Video Services Providers Act”); and

WHEREAS, the Missouri General Assembly enacted Senate Bill 153 during the 2021 Legislative Session, which amended certain provisions of the Video Service Providers Act, including certain amendments that go into effect on August 28, 2023; and

WHEREAS, the City Council has determined that it would be in the best interest of the City to amend its ordinances regarding video service providers to be consistent with State law.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORMANDY, MISSOURI, AS FOLLOWS:**

Section 1

Chapter 645: Video Service Providers, Article II: Video Service Regulations, Section 645.020: Definitions of the Code of Ordinances of the City of Normandy is hereby amended to read as follows:

**CHAPTER 645                      VIDEO SERVICE PROVIDERS**

**ARTICLE II                        VIDEO SERVICE REGULATIONS**

**Section 645.020                Definitions**

The following terms shall have the following meanings unless otherwise defined by context:

**FRANCHISE AREA**

The total geographic area of the City authorized to be served by an incumbent cable television operator or incumbent local exchange carrier or affiliate thereof.

**GROSS REVENUES**

The total amounts billed to subscribers or received from advertisers for the provision of video services within the City, including:

1.     Recurring charges for video service; and
2.     Event-based charges for video service including, but not limited to, pay-per-view and video-on-demand charges.

3. Gross revenues do not include:
  - a. Discounts, refunds, and other price adjustments that reduce the amount of compensation received by a video service provider;
  - b. Uncollectibles;
  - c. Late payment fees;
  - d. Amounts billed to subscribers to recover taxes, fees, or surcharges imposed on subscribers or video service providers in connection with the provision of video services, including the video service provider fee authorized herein;
  - e. Fees or other contributions for PEG or I-Net support;
  - f. Charges for services other than video service that are aggregated or bundled with amounts billed to subscribers, provided the video service provider can reasonably identify such charges on books and records kept in the regular course of business or by other reasonable means;
  - g. Rental of set-top boxes and other video service equipment;
  - h. Service charges related to the provision of video service including, but not limited to, activation, installation, repair, and maintenance charges;
  - i. Administrative charges related to the provision of video service including, but not limited to, service order and service termination charges; or
  - j. A pro rata portion of all revenue derived, less refunds, rebates, or discounts.

Except with respect to the exclusion of the video service provider fee, gross revenues shall be computed in accordance with generally accepted accounting principles.

#### **HOUSEHOLD**

An apartment, a house, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.

#### **LOW-INCOME HOUSEHOLD**

A household with an average annual household income of less than thirty-five thousand dollars (\$35,000.00) as determined by the most recent decennial census.

#### **PERSON**

An individual, partnership, association, organization, corporation, trust or government entity.

#### **SUBSCRIBER**

Any person who receives video services in the franchise area.

#### **VIDEO SERVICE**

The provision of video programming provided through wireline facilities, without regard to delivery technology, including Internet protocol technology, whether provided as part of a tier, on demand or a per channel basis, including cable service as defined by 47 U.S.C. Section 522(6), but excluding video programming provided by a commercial mobile service provider defined in 47 U.S.C. Section 332(d) or any video programming provided solely as part of and via a service that enables users to access content, information, electronic mail or other services offered over the public Internet.

**VIDEO SERVICE AUTHORIZATION**

The right of a video service provider or an incumbent cable operator that secures permission from the Missouri Public Service Commission pursuant to Sections 67.2675 to 67.2714, RSMo., to offer video service to subscribers.

**VIDEO SERVICE NETWORK**

Wireline facilities or any component thereof that deliver video service, without regard to delivery technology, including Internet protocol technology or any successor technology. The term "video service network" shall include cable television systems.

**VIDEO SERVICE PROVIDER FEE**

The fee imposed under Section 645.040 hereof.

**VIDEO SERVICE PROVIDER OR PROVIDER**

Any person authorized to distribute video service through a video service network pursuant to a video service authorization.

Section 2

Chapter 645: Video Service Providers, Article II: Video Service Regulations, Section 645.040: Video Service Provider Fee of the Code of Ordinances of the City of Normandy is hereby amended to read as follows:

**CHAPTER 645 VIDEO SERVICE PROVIDERS**

**ARTICLE II VIDEO SERVICE REGULATIONS**

**Section 645.040 Video Service Provider Fee**

- A. Each video service provider shall pay to the City a video service provider fee in the amount of four and one-half percent (4.5%) of the provider’s gross revenues charged to each customer of a video service provider on or before the last day of the month following the end of each calendar quarter, provided that, effective August 28, 2024, the video service provider fee shall be reduced to four percent (4%) of the video service provider’s gross revenues. Beginning August 28, 2025, the video service provider fee shall be reduced to three and one-half percent (3.5%) of the video service provider’s gross revenues. Beginning August 28, 2026, the video service provider fee shall be reduced to three percent (3%) of the video service provider’s gross revenues. Beginning August 28, 2027, the video service provider fee shall be reduced to two and one-half percent (2.5%) of the video service provider’s gross revenues. The City may adjust the video service provider fee as permitted in Section 67.2689, RSMo.
- B. A video service provider may identify and pass through on a proportionate basis the video service provider fee as a separate line item on subscribers' bills.
- C. The City, not more than once per calendar year and at its own cost, may audit the gross revenues of any video service provider as provided in Section 67.2691, RSMo. A video service provider shall make available for inspection all records pertaining to gross revenues at the location where such records are kept in the normal course of business.

Section 3

All other Sections and Subsections of Chapter 645: Video Service Providers, Article II: Video Service Regulations of the Code of Ordinances of the City of Normandy, Missouri shall remain in full force and effect.

Section 4 – Severability

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, phrases, and words of this ordinance are severable, and if any section, paragraph, sentence, clause, phrase, or word(s) of this ordinance shall be declared unconstitutional or otherwise invalid, such unconstitutionality or invalidity shall not affect any of the remaining sections, paragraphs, sentences, clauses, phrases, and words of this ordinance since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional or invalid portion of the ordinance.

Section 5 – Codification

The Chapter, Article, Division, and/or Section assignments designated in this Ordinance may be revised and altered by the codification company servicing the City’s Code of Ordinances upon supplementation of such code if, at the discretion of the editor, an alternative designation would be more reasonable. In adjusting such designations, the editor may also change other designations and numerical assignment of code sections to accommodate such changes.

Section 6 – Effective Date

This Ordinance shall be in full force and effect upon the passage of this Ordinance and its approval by the Mayor and attested by the City Clerk.

**PASSED** by the Council of the City of Normandy and **APPROVED** by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Honorable Mark Beckmann, Mayor

(SEAL)

Attest:

\_\_\_\_\_  
Khianna C. DeGarmo, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew R. Bramman - City Attorney

**CITY OF NORMANDY, MISSOURI  
AN ORDINANCE**

1<sup>st</sup> READING \_\_\_\_\_  
2<sup>nd</sup> READING \_\_\_\_\_

BILL NO. 23-29  
ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF NORMANDY, MISSOURI AMENDING THE ADOPTED FISCAL YEAR 2024 BUDGET OF THE CITY OF NORMANDY.**

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORMANDY, MISSOURI, AS FOLLOWS:**

Section 1

The City of Normandy hereby amends the Fiscal Year 2024 Budget as shown in Exhibit 1 attached hereto and incorporated by reference herein as the budget for the City of Normandy for the fiscal year beginning October 1, 2023, and ending September 30, 2024

Section 2 – Effective Date

This Ordinance shall be in full force and effect from and after the date of its passage and approval.

**PASSED** by the Council of the City of Normandy and **APPROVED** by the Mayor this \_\_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Honorable Mark Beckmann, Mayor

(SEAL)

Attest:

\_\_\_\_\_  
Khianna C. DeGarmo, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_

Andrew R. Bramman - City Attorney  
City of Normandy, Missouri

**EXHIBIT A**

General Fund  
FY Ending September 30th, 2024

Account Number		Actual September 30 2022	Projected September 30 2023	Passed Budget 2024	Change	Proposed Budget Amend 2024
<b>REVENUES</b>						
<b>Property Taxes</b>						
10-400	Real estate	78,504	77,431	\$ 84,668	\$ -	\$ 84,668
10-401	Personal property	17,721	20,128	\$ 27,475	\$ -	\$ 27,475
10-402	Road & Bridge Tax				\$ -	
10-414	Railroad and Utility		5,678			
	Total Property Taxes	<u>96,225</u>	<u>103,237</u>	<u>\$ 112,142</u>	<u>\$ -</u>	<u>\$ 112,142</u>
<b>Utility Taxes</b>						
10-415	Electric	343,810	343,107	\$ 360,000	\$ -	\$ 360,000
10-416	Telephone	52,853	49,975	\$ 62,348	\$ -	\$ 62,348
10-417	Gas	141,282	166,479	\$ 205,000	\$ -	\$ 205,000
10-418	Cable	26,431	27,029	\$ 34,000	\$ -	\$ 34,000
10-419	Water	98,275	99,512	\$ 115,000	\$ -	\$ 115,000
	Total Utility Taxes	<u>662,652</u>	<u>686,102</u>	<u>\$ 776,348</u>	<u>\$ -</u>	<u>\$ 776,348</u>
10-405	Sales Taxes	<u>689,266</u>	<u>745,761</u>	<u>\$ 785,000</u>	<u>\$ -</u>	<u>\$ 785,000</u>
10-405.1	Prop P Sales Tax	<u>305,646</u>	<u>289,018</u>	<u>\$ 314,967</u>	<u>\$ -</u>	<u>\$ 314,967</u>
10-425	Local Use Tax	<u>51,683</u>	<u>70,384</u>	<u>\$ 64,260</u>	<u>\$ -</u>	<u>\$ 64,260</u>
<b>Licenses</b>						
10-406	Merchants and manufacturers	18,852	23,152	\$ 23,000	\$ -	\$ 23,000
10-407	Liquor	8,850	2,850	\$ 2,850	\$ -	\$ 2,850
10-408	Other	(92)	6	\$ 20	\$ -	\$ 20
	Total Licenses	<u>27,610</u>	<u>26,008</u>	<u>\$ 25,870</u>	<u>\$ -</u>	<u>\$ 25,870</u>
<b>Permits</b>						
10-409	Building	15,436	77,342	\$ 72,553	\$ 77,447	\$ 150,000
10-410	Occupancy	11,512	9,490	\$ 10,000	\$ -	\$ 10,000
10-410A	Inspections	26,317	31,645	\$ 27,000	\$ -	\$ 27,000
10-411	Park	1,900	2,315	\$ 1,500	\$ -	\$ 1,500
10-412	Other	1,011	300	\$ 750	\$ -	\$ 750
	Total Permits	<u>56,176</u>	<u>121,092</u>	<u>\$ 111,803</u>	<u>\$ 77,447</u>	<u>\$ 189,250</u>
<b>Fines and Court Costs</b>						
10-421	Fines, forfeitures, and penalties	184,302	91,720	\$ 350,000	\$ -	\$ 350,000
10-423	Police training	-	799	\$ 4,900	\$ -	\$ 4,900
	Total Fines And Court C	<u>184,302</u>	<u>92,518</u>	<u>\$ 354,900</u>	<u>\$ -</u>	<u>\$ 354,900</u>

General Fund  
FY Ending September 30th, 2024

REVENUES CONT...

Account Number		Actual September 30 2022	Projected September 30 2023	Passed Budget 2024	Change	Proposed Budget Amend 2024
10-403	Cigarette tax	\$ 38,197	\$ 38,197	\$ 38,500	\$ -	\$ 38,500
10-404	Motor vehicle sales tax	\$ 225,034	\$ 227,498	\$ 245,279	\$ -	\$ 245,279
10-420	Grant - police capital	\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000
10-420D	Drug Asset Forfeitures	\$ -	\$ -	\$ 141,638	\$ -	\$ 141,638
10-420E	DEA Reimbursement	\$ -	\$ -	\$ 19,000	\$ -	\$ 19,000
10-420	Grant Funds	\$ 1,073	\$ 16,352	\$ 14,500	\$ 25,000	\$ 39,500
	ARPA	\$ 493,825	\$ 491,821	\$ 23,780	\$ (23,780)	\$ -
	<b>Total Intergovernmental</b>	<b>\$ 758,130</b>	<b>\$ 773,868</b>	<b>\$ 482,697</b>	<b>\$ 26,220</b>	<b>\$ 508,917</b>
<b>Contract Revenue</b>						
40-435	Police Services Contract Revenue	\$ -	\$ -	\$ 1,260,483	\$ -	\$ 1,260,483
40-435a	Court Services Contract Revenue	\$ -	\$ -	\$ 131,395	\$ (12,900)	\$ 118,495
	<b>Total Contract Revenue</b>	<b>\$ 1,336,728</b>	<b>\$ 1,288,322</b>	<b>\$ 1,391,878</b>	<b>\$ (12,900)</b>	<b>\$ 1,378,978</b>
<b>Other</b>						
10-413	Nuisance abatement	\$ 9,381	\$ 959	\$ 5,000	\$ -	\$ 5,000
10-450	Investment Income	\$ 579	\$ 533	\$ 500	\$ -	\$ 500
10-443	Miscellaneous income - police	\$ 16,812	\$ 8,847	\$ 8,000	\$ -	\$ 8,000
10-444	Miscellaneous income - office	\$ 4,564	\$ 351,901	\$ 2,500	\$ -	\$ 2,500
10-446	Miscellaneous income - court	\$ 308	\$ 300	\$ -	\$ -	\$ -
10-445	Miscellaneous income - PW	\$ -	\$ 2,044	\$ -	\$ -	\$ -
10-469	Transfer in - parks	\$ 50,929	\$ 76,863	\$ 72,183	\$ 14,802	\$ 86,985
	Transfer in - Economic Development	\$ -	\$ 20,000	\$ 21,750	\$ 68,250	\$ 90,000
	Insurance proceeds	\$ 77,135	\$ 3,487	\$ -	\$ -	\$ -
10-471	Transfer in - capital improvement	\$ 67,000	\$ -	\$ -	\$ -	\$ -
	Transfer out - Street Improvement	\$ -	\$ (20,000)	\$ -	\$ -	\$ -
	Principle and interest payments	\$ (62,326)	\$ -	\$ -	\$ -	\$ -
	Transfer out sanitation	\$ (135,063)	\$ -	\$ -	\$ -	\$ -
	Sale of Assets	\$ 63,441	\$ 170,629	\$ 35,000	\$ -	\$ 35,000
	<b>Total Other</b>	<b>\$ 92,759</b>	<b>\$ 615,564</b>	<b>\$ 144,933</b>	<b>\$ 83,052</b>	<b>\$ 227,985</b>
	<b>Total Revenues</b>	<b>\$ 4,261,175</b>	<b>\$ 4,811,876</b>	<b>\$ 4,564,799</b>	<b>\$ 173,819</b>	<b>\$ 4,738,618</b>

**REVENUE SOURCE SUMMARY**

Grant Revenue	493,825	491,821	\$ 23,780	\$ (23,780)	-
Transfer In	117,929	96,863	\$ 93,933	\$ 83,052	176,985
Transfer Out	-	(20,000)	\$ -	\$ -	-
One-Time Revenues	-	-	\$ -	\$ -	-
Operational Revenue	3,649,421	4,243,191	\$ 4,447,085	\$ 114,547	4,561,632
<b>Total</b>	<b>\$ 4,261,175</b>	<b>\$ 4,811,876</b>	<b>\$ 4,564,799</b>	<b>\$ 173,819</b>	<b>\$ 4,738,618</b>



General Fund  
FY Ending September 30th, 2024

Account Number	Actual September 30 2022	Projected September 30 2023	Passed Budget 2024	Change	Proposed Budget Amend 2024
<b>Administration</b>					
10-501 Salaries	\$ 151,967	\$ 141,106	\$ 145,262	\$ 27,664	\$ 172,926
10-502 Payroll taxes	\$ 17,741	\$ 9,902	\$ 11,113	\$ 2,116	\$ 13,229
10-501a * Elected Official Salaries	\$ 37,857	\$ 36,300	\$ 37,800	\$ -	\$ 37,800
10-502a * Elected Official Payroll Taxes	\$ 15,211	\$ 2,777	\$ 2,892	\$ -	\$ 2,892
10-503 Health insurance	\$ 16,741	\$ 15,206	\$ 17,856	\$ -	\$ 17,856
10-504 Pension	\$ 5,285	\$ -	\$ 436	\$ -	\$ 436
10-505 Worker's compensation	\$ 1,863	\$ 1,904	\$ 133	\$ -	\$ 133
10-509 Suppl insurance	\$ 2,854	\$ 1,553	\$ 2,596	\$ -	\$ 2,596
10-506 Unemployment insurance	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000
10-510 * Dues and subscriptions	\$ 7,370	\$ 5,960	\$ 5,337	\$ -	\$ 5,337
10-511 Training	\$ 1,189	\$ 2,923	\$ 2,500	\$ 1,000	\$ 3,500
10-512 Elected officials	\$ 175	\$ -	\$ -	\$ -	\$ -
10-513 * Professional fees	\$ 13,976	\$ 42,233	\$ 47,500	\$ -	\$ 47,500
10-514 * Legal Fees	\$ 112,449	\$ 101,527	\$ 84,000	\$ -	\$ 84,000
10-514a * Accounting Fees	\$ 83,275	\$ 59,875	\$ 61,000	\$ -	\$ 61,000
10-515 * Travel	\$ 2,667	\$ 1,655	\$ 2,700	\$ -	\$ 2,700
10-521 * Uniforms	\$ 365	\$ 80	\$ 200	\$ -	\$ 200
10-516 Contractual Services	\$ 69,457	\$ 11,866	\$ -	\$ -	\$ -
10-535 * Utilities	\$ 17,212	\$ 61,746	\$ 17,000	\$ -	\$ 17,000
10-540 * Recruitment	\$ 1,905	\$ 2,902	\$ 1,000	\$ -	\$ 1,000
10-541 * Supplies & Equipment	\$ 20,718	\$ 9,275	\$ 9,050	\$ -	\$ 9,050
10-542 * Printing	\$ 1,605	\$ 13,536	\$ 11,850	\$ -	\$ 11,850
10-544 * Postage	\$ 588	\$ 1,443	\$ 500	\$ -	\$ 500
10-545 * Election Fees	\$ 1,501	\$ 6,492	\$ 1,850	\$ -	\$ 1,850
10-549 * Insurance	\$ 117,811	\$ 169,513	\$ 72,091	\$ -	\$ 72,091
10-559 * Public relations	\$ 1,441	\$ -	\$ -	\$ -	\$ -
10-560 * Miscellaneous	\$ 4,188	\$ 4,279	\$ 5,000	\$ -	\$ 5,000
10-561 Credit card and banking fees	\$ 21,944	\$ 8,840	\$ 5,000	\$ -	\$ 5,000
10-565 Over & short	\$ -	\$ -	\$ -	\$ -	\$ -
10-580 * Equipment maintenance	\$ 4,136	\$ -	\$ 5,000	\$ -	\$ 5,000
10-581 * Computer Software/support	\$ 49,383	\$ 43,881	\$ 31,980	\$ -	\$ 31,980
10-582 * Rental Equipment	\$ 3,721	\$ 851	\$ 4,500	\$ -	\$ 4,500
10-583 * Building maintenance	\$ 3,898	\$ 13,463	\$ 5,000	\$ -	\$ 5,000
10-590 Equipment	\$ 22,165	\$ 792	\$ -	\$ -	\$ -
10-595 Capital Outlay Admin	\$ -	\$ 7,605	\$ -	\$ -	\$ -
<b>Total Administration</b>	<b>\$ 812,659</b>	<b>\$ 779,482</b>	<b>\$ 591,144</b>	<b>\$ 35,780</b>	<b>\$ 626,924</b>
<b>ADMINISTRATION EXPENDITURE SUMMARY</b>					
Personnel Expense	\$ 249,519	\$ 208,747	\$ 218,087	\$ 34,780	252,867
Operating Expense	\$ 533,356	\$ 548,025	\$ 368,057	\$ 1,000	369,057
Capital Expense	\$ 29,784	\$ 15,105	\$ 5,000	\$ -	5,000
<b>Total</b>	<b>\$ 812,659</b>	<b>\$ 771,878</b>	<b>\$ 591,144</b>	<b>\$ 35,780</b>	<b>626,924</b>

General Fund  
FY Ending September 30th, 2024

Account Number	Actual September 30 2022	Projected September 30 2023	Passed Budget 2024	Change	Proposed Budget Amend 2024
<b>Public Safety</b>					
10-601 * Wages	\$ 1,471,476	\$ 1,445,380	\$ 1,511,256	\$ 10,000	\$ 1,521,256
10-607 * Overtime	\$ 80,902	\$ 115,338	\$ 35,000	\$ 30,000	\$ 65,000
10-608 * Holiday pay	\$ 27,431	\$ 41,458	\$ 29,793	\$ -	\$ 29,793
10-602 * Payroll taxes	\$ 109,742	\$ 116,345	\$ 107,612	\$ 1,418	\$ 109,030
10-603 * Health insurance	\$ 290,693	\$ 290,985	\$ 278,636	\$ -	\$ 278,636
10-604 * Pension	\$ 107,096	\$ 66,844	\$ 85,205	\$ 540	\$ 85,745
10-605 * Worker's compensation	\$ 92,607	\$ 102,838	\$ 180,611	\$ (7,995)	\$ 172,616
10-609 * Suppl insurance	\$ 16,533	\$ 18,818	\$ 25,273	\$ -	\$ 25,273
10-610 Dues and subscriptions	\$ 13,876	\$ 6,510	\$ 7,378	\$ -	\$ 7,378
10-611 Training	\$ 9,822	\$ 12,956	\$ 5,192	\$ -	\$ 5,192
10-613 Professional services	\$ 10,643	\$ 8,584	\$ 14,600	\$ -	\$ 14,600
10-615 Travel	\$ 160	\$ 3,569	\$ 2,500	\$ -	\$ 2,500
10-616 * Contractual services	\$ 122,688	\$ 137,016	\$ 124,341	\$ -	\$ 124,341
10-620 Uniforms	\$ 29,717	\$ 36,827	\$ 20,500	\$ -	\$ 20,500
10-623 Drug Asset Forfeiture	\$ -	\$ -	\$ 164,985	\$ -	\$ 164,985
10-625 Vehicle	\$ 60,040	\$ 50,995	\$ 70,000	\$ 5,000	\$ 75,000
10-627 Fuel	\$ 82,503	\$ 70,070	\$ 94,500	\$ -	\$ 94,500
10-628 Detective Bureau	\$ -	\$ 76	\$ -	\$ -	\$ -
10-635 Utilities	\$ 17,394	\$ 21,443	\$ 13,750	\$ -	\$ 13,750
10-640 Recruitment	\$ -	\$ 598	\$ 3,000	\$ -	\$ 3,000
10-641 * Supplies	\$ 4,995	\$ 10,224	\$ 10,000	\$ -	\$ 10,000
10-649 Insurance	\$ -	\$ -	\$ 411,510	\$ -	\$ 411,510
10-659 Public relations	\$ -	\$ 7,087	\$ 2,000	\$ -	\$ 2,000
10-660 Miscellaneous	\$ 5,729	\$ 3,299	\$ 3,000	\$ -	\$ 3,000
10-680 Equip Maintenance	\$ 3,524	\$ 1,941	\$ 3,000	\$ -	\$ 3,000
10-690 Equipment	\$ 21,776	\$ 8,541	\$ -	\$ -	\$ -
10-695 Capital outlay - police capital	\$ 357,943	\$ 141,894	\$ -	\$ 25,000	\$ 25,000
Total Public Safety	<u>\$ 2,937,289</u>	<u>\$ 2,719,636</u>	<u>\$ 3,203,643</u>	<u>\$ 63,962</u>	<u>\$ 3,267,605</u>

**POLICE EXPENDITURE SUMMARY**

Personnel Expense	\$ 2,196,479	\$ 2,198,006	\$ 2,253,386	\$ 33,962	\$ 2,287,348
Operating Expense	\$ 361,091	\$ 371,195	\$ 950,257	\$ 5,000	\$ 955,257
Capital Expense	\$ 379,719	\$ 150,435	\$ -	\$ 25,000	\$ 25,000
<b>Total</b>	<u>\$ 2,937,289</u>	<u>\$ 2,719,636</u>	<u>\$ 3,203,643</u>	<u>\$ 63,962</u>	<u>\$ 3,267,605</u>

General Fund  
FY Ending September 30th, 2024

Account Number		Actual September 30 2022	Projected September 30 2023	Passed Budget 2024	Change	Proposed Budget Amend 2024
<b>Courts</b>						
10-601A	Salaries	\$ 89,313	\$ 128,185	\$ 119,600	\$ 7,827	\$ 127,427
10-602A	Payroll taxes	\$ 11,705	\$ 8,996	\$ 9,149	\$ 599	\$ 9,748
10-603A	Health insurance	\$ 33,189	\$ 28,854	\$ 30,100	\$ -	\$ 30,100
10-604A	Pension	\$ 2,421	\$ 11,227	\$ 359	\$ 23	\$ 382
10-605A	Worker's compensation	\$ 6,038	\$ 4,153	\$ 1,631	\$ -	\$ 1,631
10-609A	Suppl insurance	\$ 3,563	\$ 1,471	\$ 3,269	\$ -	\$ 3,269
10-610A	Dues and subscriptions	\$ 300	\$ 560	\$ 800	\$ -	\$ 800
10-611A	Training	\$ 525	\$ 275	\$ 500	\$ -	\$ 500
10-613A	Legal/Professional fees	\$ 44,292	\$ 38,897	\$ 22,500	\$ -	\$ 22,500
10-615A	Travel & expense	\$ 417		\$ 500	\$ -	\$ 500
10-616A	Contractual services	\$ 18,690	\$ 6,975	\$ 1,750	\$ -	\$ 1,750
10-620A	Uniforms	\$ -	\$ 106	\$ 200	\$ -	\$ 200
10-641A	Supplies	\$ -	\$ 2,258	\$ 3,000	\$ -	\$ 3,000
10-644A	Postage	\$ -		\$ 250	\$ -	\$ 250
10-699A	Miscellaneous	\$ -		\$ 400	\$ -	\$ 400
10-695A	Capital Outlay	\$ 12,949	\$ -	\$ -	\$ -	\$ -
	<b>Total Judicial (Legal)</b>	<b>\$ 223,402</b>	<b>\$ 231,957</b>	<b>\$ 194,009</b>	<b>\$ 8,449</b>	<b>\$ 202,458</b>

**COURT EXPENDITURE SUMMARY**

Personnel Expense	\$ 146,230	\$ 182,887	\$ 164,109	\$ 8,449	172,558
Operating Expense	\$ 64,223	\$ 49,071	\$ 29,900	\$ -	29,900
Capital Expense	\$ 12,949	\$ -	\$ -	\$ -	0
<b>Total</b>	<b>\$ 223,402</b>	<b>\$ 231,957</b>	<b>\$ 194,009</b>	<b>\$ 8,449</b>	<b>202,458</b>

Account Number		Actual September 30 2022	Projected September 30 2023	Passed Budget 2024	Change	Proposed Budget Amend 2024
<b>Prosecuting Attorney</b>						
10-601D	Salaries	\$ -	\$ -	\$ 13,728	\$ -	\$ 13,728
10-602D	Payroll taxes	\$ -	\$ -	\$ 1,050	\$ -	\$ 1,050
10-611D	Training	\$ -	\$ -	\$ 250	\$ -	\$ 250
10-613D	Legal Fees	\$ -	\$ -	\$ 21,600	\$ -	\$ 21,600
10-616D	Software and Subscriptions	\$ -	\$ -	\$ 4,750	\$ -	\$ 4,750
10-641D	Supplies	\$ -	\$ -	\$ 200	\$ -	\$ 200
	<b>Total Judicial (Legal)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 41,578</b>	<b>\$ -</b>	<b>\$ 41,578</b>

**PROSECUTING ATTORNEY SUMMARY**

Personnel Expense	\$ -	\$ -	\$ 14,778	\$ -	\$ 14,778.19
Operating Expense	\$ -	\$ -	\$ 26,800	\$ -	\$ 26,800.00
Capital Expense	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 41,578</b>	<b>\$ -</b>	<b>\$ 41,578.19</b>

General Fund  
FY Ending September 30th, 2024

Account Number	Actual September 30 2022	Projected September 30 2023	Passed Budget 2024	Change	Proposed Budget Amend 2024
<b>Public Works</b>					
10-701 * Salaries	\$ 136,328	\$ 171,061	\$ 196,660	\$ (13,750)	\$ 182,910
10-702 * Payroll taxes	\$ 9,971	\$ 10,982	\$ 15,044	\$ (1,052)	\$ 13,993
10-703 * Health insurance	\$ 30,963	\$ 48,061	\$ 75,508	\$ -	\$ 75,508
10-704 * Pension	\$ 10,523	\$ 3,659	\$ 699	\$ -	\$ 699
10-705 * Worker's compensation	\$ 15,226	\$ 14,657	\$ 34,724	\$ (10,095)	\$ 24,629
10-706 * Overtime	\$ 1,190	\$ 390	\$ 3,600	\$ -	\$ 3,600
10-707 * Unemployment	\$ -	\$ -	\$ -	\$ -	\$ -
10-709 * Suppl insurance	\$ 1,087	\$ 1,917	\$ 3,269	\$ -	\$ 3,269
10-710 Dues and subscriptions	\$ 250	\$ 250	\$ 500	\$ -	\$ 500
10-711 Training	\$ -	\$ 198	\$ 1,500	\$ -	\$ 1,500
10-713 * Professional fees	\$ 25,579	\$ 7,122	\$ 15,500	\$ -	\$ 15,500
10-715 Travel	\$ -	\$ -	\$ -	\$ -	\$ -
10-716 * Contractual services	\$ 17,507	\$ 7,100	\$ 11,300	\$ -	\$ 11,300
10-720 Uniforms	\$ 767	\$ 1,235	\$ 2,500	\$ -	\$ 2,500
10-725 Vehicle	\$ 28,465	\$ 16,398	\$ 12,000	\$ -	\$ 12,000
10-727 Fuel	\$ 11,277	\$ 13,865	\$ 16,000	\$ -	\$ 16,000
10-733 Weed and pest control	\$ -	\$ -	\$ -	\$ -	\$ -
10-734 Snow removal	\$ 4,817	\$ 10,475	\$ 6,000	\$ -	\$ 6,000
10-735 Utilities	\$ 12,728	\$ 10,179	\$ 9,000	\$ -	\$ 9,000
10-736 Street lighting	\$ -	\$ -	\$ 36,000	\$ -	\$ 36,000
10-741 * Supplies	\$ 6,566	\$ 6,747	\$ 3,000	\$ -	\$ 3,000
10-747 Cleaning supplies	\$ -	\$ 412	\$ -	\$ -	\$ -
10-749 Insurance	\$ -	\$ -	\$ 29,160	\$ -	\$ 29,160
10-758 * Nuisance Abatement	\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000
10-759 Public relations	\$ -	\$ -	\$ -	\$ -	\$ -
10-760 Miscellaneous	\$ -	\$ 6,102	\$ 500	\$ -	\$ 500
10-770 Small tools	\$ 1,410	\$ 1,074	\$ -	\$ -	\$ -
10-780 Equipment maintenance	\$ 12,919	\$ 5,596	\$ 7,000	\$ -	\$ 7,000
10-782 Rental equipment	\$ -	\$ 1,066	\$ -	\$ -	\$ -
10-783 Building maintenance	\$ 6,106	\$ 3,881	\$ 5,500	\$ -	\$ 5,500
10-784 Street repairs - street	\$ 1,800	\$ 2,344	\$ 5,000	\$ -	\$ 5,000
10-790 Tools and Equipment	\$ -	\$ 1,733	\$ 3,000	\$ -	\$ 3,000
10-795 Capital outlay	\$ 54,239	\$ 194,954	\$ -	\$ -	\$ -
10-792 Hazardous Tree	\$ 16,500	\$ 6,275	\$ 15,000	\$ 25,000	\$ 40,000
Total Public Works	<u>\$ 406,217</u>	<u>\$ 547,733</u>	<u>\$ 512,964</u>	<u>\$ 103</u>	<u>\$ 513,067</u>

**PUBLIC WORKS EXPENDITURE SUMMARY**

Personnel Expense	\$ 205,287	\$ 250,727	\$ 329,504	\$ (24,897)	304,607
Operating Expense	\$ 126,953	\$ 89,347	\$ 175,460	\$ 25,000	200,460
Capital Expense	\$ 91,564	\$ 209,574	\$ 8,000	\$ -	8,000
<b>Total</b>	<u>\$ 423,804</u>	<u>\$ 549,649</u>	<u>\$ 512,964</u>	<u>\$ 103</u>	<u>\$ 513,067</u>

General Fund  
FY Ending September 30th, 2024

Account Number	Actual September 30 2022	Projected September 30 2023	Passed Budget 2024	Change	Proposed Budget Amend 2024
<b>Public Works - Parks</b>					
10-901 Salaries	\$ 21,832	\$ 42,726	\$ 32,660	\$ 13,750	\$ 46,410
10-902 Payroll taxes	\$ 1,629	\$ 2,746	\$ 2,498	\$ 1,052	\$ 3,550
10-903 Health Insurance	\$ 5,590	\$ 12,015	\$ -	\$ -	\$ -
10-904 Pension	\$ -	\$ 915	\$ -	\$ -	\$ -
10-905 Worker's compensation	\$ 2,695	\$ 3,664	\$ -	\$ -	\$ -
10-906 Parks overtime	\$ -	\$ 98	\$ -	\$ -	\$ -
10-909 Supplemental Insurance - Parks	\$ 351	\$ 479	\$ -	\$ -	\$ -
10-916 Contracted services	\$ 8,399	\$ 4,025	\$ -	\$ -	\$ -
10-935 Utilities	\$ 2,901	\$ 2,964	\$ 6,000	\$ -	\$ 6,000
10-949 Insurance	\$ -	\$ -	\$ 1,725	\$ -	\$ 1,725
10-960 Miscellaneous	\$ -	\$ -	\$ 200	\$ -	\$ 200
10-980 Equipment Maintenance	\$ 3,903	\$ 3,716	\$ 6,100	\$ -	\$ 6,100
10-983 Facility Maintenance	\$ 3,730	\$ 3,516	\$ 3,000	\$ -	\$ 3,000
10-995 Capital Equipment	\$ -	\$ -	\$ 20,000	\$ -	\$ 20,000
Total PW - Parks	<u>\$ 51,030</u>	<u>\$ 76,863</u>	<u>\$ 72,183</u>	<u>\$ 14,802</u>	<u>\$ 86,985</u>

**PARKS EXPENDITURE SUMMARY**

Personnel Expense	\$ 32,097	\$ 62,642	\$ 35,158	\$ 14,802	49,960
Operating Expense	\$ 18,933	\$ 14,221	\$ 17,025	\$ -	17,025
Capital Expense	\$ -	\$ -	\$ 20,000	\$ -	20,000
<b>Total</b>	<u>\$ 51,030</u>	<u>\$ 76,863</u>	<u>\$ 72,183</u>	<u>\$ 14,802</u>	<u>86,985</u>

General Fund  
FY Ending September 30th, 2024

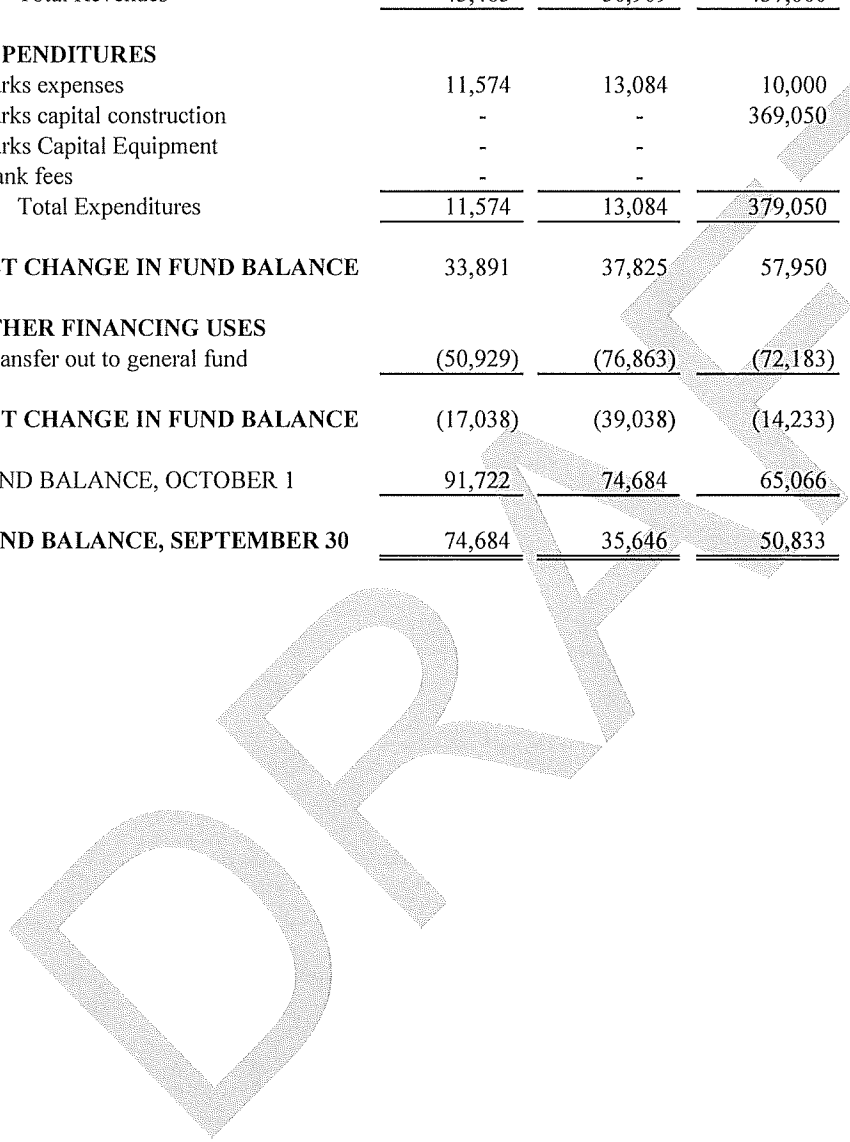
Account Number	Actual September 30 2022	Projected September 30 2023	Passed Budget 2024	Change	Proposed Budget Amend 2024
<b>REVENUES SUMMARY</b>					
Property Taxes	\$ 96,225	103,237	\$ 112,142	\$ -	112,142
Utility Taxes	\$ 662,652	686,102	\$ 776,348	\$ -	776,348
Sales Tax (1% Pool)	\$ 689,266	745,761	\$ 785,000	\$ -	785,000
Prop P Sales Tax	\$ 305,646	289,018	\$ 314,967	\$ -	314,967
Local Use Tax	\$ 51,683	70,384	\$ 64,260	\$ -	64,260
Licenses	\$ 27,610	26,008	\$ 25,870	\$ -	25,870
Permits	\$ 56,176	121,092	\$ 111,803	\$ 77,447	189,250
Fines and Court Cost	\$ 184,302	92,518	\$ 354,900	\$ -	354,900
Intergovernmental	\$ 758,130	773,868	\$ 482,697	\$ 26,220	508,917
Contract Revenue	\$ 1,336,728	1,288,322	\$ 1,391,878	\$ (12,900)	1,378,978
Other	\$ 92,759	615,564	\$ 144,933	\$ 83,052	227,985
<b>Total Revenues</b>	<u>\$ 4,261,175</u>	<u>4,811,876</u>	<u>\$ 4,564,799</u>	<u>\$ 173,819</u>	<u>4,738,618</u>
<b>EXPENDITURES SUMMARY</b>					
Administration	\$ 812,659	779,482	\$ 591,144	\$ 35,780	626,924
Police	\$ 2,937,289	2,719,636	\$ 3,203,643	\$ 63,962	3,267,605
Courts	\$ 223,402	231,957	\$ 194,009	\$ 8,449	202,458
Prosecuting Attorney	\$ -	\$ -	\$ 41,578	\$ -	41,578
Public Works	\$ 406,217	547,733	\$ 512,964	\$ 103	513,067
Parks	\$ 51,030	76,863	\$ 72,183	\$ 14,802	86,985
<b>Total Expenditures</b>	<u>\$ 4,430,598</u>	<u>4,355,672</u>	<u>\$ 4,615,521</u>	<u>\$ 123,096</u>	<u>4,738,618</u>
<b>REVENUES (OVER) UNDER EXPENDITURES</b>	<u>\$ (169,415)</u>	<u>456,203</u>	<u>\$ (50,722)</u>	<u>\$ 50,722</u>	<u>\$ 0</u>
<b>NET CHANGE IN FUND BALANCE</b>	<u>\$ (169,415)</u>	<u>456,203</u>	<u>\$ (50,722)</u>	<u>\$ 50,722</u>	<u>\$ 0</u>
<b>FUND BALANCE, OCT1</b>	<u>\$ 1,331,066</u>	<u>1,161,651</u>	<u>\$ 1,617,854</u>	<u>\$ -</u>	<u>1,617,854</u>
<b>FUND BALANCE, SEP 30</b>	<u>\$ 1,161,651</u>	<u>1,617,854</u>	<u>\$ 1,567,132</u>	<u>\$ 50,722</u>	<u>1,617,854</u>
<b>TOTAL SUMMARY</b>					
Personnel Expense	\$ 2,829,613	2,903,010	\$ 3,000,244	\$ 67,096	3,067,341
Operating Expense	\$ 1,104,556	1,071,860	\$ 1,540,699	\$ 31,000	1,571,699
Capital Expense	\$ 514,016	375,114	\$ 33,000	\$ 25,000	58,000
<b>Total</b>	<u>\$ 4,448,185</u>	<u>\$ 4,349,984</u>	<u>\$ 4,573,943</u>	<u>\$ 123,096</u>	<u>4,697,039</u>

Capital Improvement Fund  
FY Ending Septmeber 30th, 2024

Account Number	September 30 2022 Actual	September 30 2023 Estimated	Proposed 2024 Budget	Change	Proposed Budget Amend 2024
<b>REVENUES</b>					
20-405 Sales tax	67,527	70,250	87,000	-	87,000
20-450 Investment income	-	-	-	-	-
20-460 Capital Improvement - Misc Income	-	-	-	41,729	41,729
Total Revenues	<u>67,527</u>	<u>70,250</u>	<u>87,000</u>	<u>41,729</u>	<u>128,729</u>
<b>EXPENDITURES</b>					
Capital outlay					
20-1200 Admin	-	-	15,000	(4,000)	11,000
20-1201 Admin-Capital Construction	-	-	-	-	-
20-1210 Police	-	-	60,000.00	-	60,000.00
20-1220 Public Works	-	-	10,000.00	10,000	20,000.00
20-1225 Parks & Recreation	-	-	-	-	-
20-1231 Sanitation	-	-	-	-	-
20-1299 Banking Fees	-	-	-	-	-
Transfer to General Fund	-	-	-	-	-
Total Expenditures	<u>-</u>	<u>-</u>	<u>85,000</u>	<u>6,000</u>	<u>91,000</u>
<b>REV. OVER (UNDER) EXPEND.</b>	67,527	70,250	2,000	35,729	37,729
<b>OTHER FINANCING SOURCES (USES)</b>					
Transfer in	-	-	-	-	-
Transfer out	(67,000)	-	-	-	-
Principal payments	-	(33,472)	(9,349)	-	(9,349)
Interest expense	-	(34,520)	(7,649)	-	(7,649)
Debt issue costs	-	-	-	-	-
Sale of Capital Assets	-	-	-	-	-
Total Other Financing Sources (Uses)	<u>(67,000)</u>	<u>(67,991)</u>	<u>(16,998)</u>	<u>-</u>	<u>(16,998)</u>
<b>NET CHANGE IN FUND BALANCE</b>	527	2,259	(14,998)	35,729	20,731
FUND BALANCE, OCTOBER 1	<u>29,811</u>	<u>30,338</u>	<u>-</u>	<u>32,597</u>	<u>32,597</u>
<b>FUND BALANCE, SEPTEMBER 30</b>	<u>30,338</u>	<u>32,597</u>	<u>(14,998)</u>	<u>68,325</u>	<u>53,327</u>

Parks and Stormwater Fund  
FY Ending September 30th, 2024

Account Number	September 30 2022 Actual	September 30 2023 Estimated	Adopted 2024 Budget	Change	Proposed Budget Amend 2024
<b>REVENUES</b>					
40-405 Sales Tax	45,465	50,909	87,000	-	87,000
40-420 Grant income	-	-	350,000	-	350,000
40-450 Investment income	-	-	-	-	-
40-460 Parks and Stormwater - Misc Income	-	-	-	449,634	449,634
Total Revenues	<u>45,465</u>	<u>50,909</u>	<u>437,000</u>	<u>449,634</u>	<u>886,634</u>
<b>EXPENDITURES</b>					
40-1501 Parks expenses	11,574	13,084	10,000	-	10,000
40-1595 Parks capital construction Parks Capital Equipment	-	-	369,050	-	369,050
40-1599 Bank fees	-	-	-	-	-
Total Expenditures	<u>11,574</u>	<u>13,084</u>	<u>379,050</u>	<u>-</u>	<u>379,050</u>
<b>NET CHANGE IN FUND BALANCE</b>	33,891	37,825	57,950	449,634	507,584
<b>OTHER FINANCING USES</b>					
10-471 Transfer out to general fund	(50,929)	(76,863)	(72,183)	(14,802)	(86,985)
<b>NET CHANGE IN FUND BALANCE</b>	(17,038)	(39,038)	(14,233)	434,833	420,599
<b>FUND BALANCE, OCTOBER 1</b>	<u>91,722</u>	<u>74,684</u>	<u>65,066</u>	<u>(29,420)</u>	<u>35,646</u>
<b>FUND BALANCE, SEPTEMBER 30</b>	<u><u>74,684</u></u>	<u><u>35,646</u></u>	<u><u>50,833</u></u>	<u><u>405,413</u></u>	<u><u>456,245</u></u>





**Economic Development Fund  
FY Ending September 30th, 2024**

Account Number	September 30 2022 Actual	September 30 2023 Estimated	Passed 2024 Budget	Change	Proposed Budget Amend 2024
<b>REVENUES</b>					
50-405 Economic development tax	45,465	50,909	87,000	-	87,000
50-450 Investment income		-	20	-	20
50-460 Econoic Develop-Misc Income Grant Income				449,635	449,635
Total Revenues	<u>45,465</u>	<u>50,909</u>	<u>87,020</u>	<u>449,635</u>	<u>536,655</u>
<b>EXPENDITURES</b>					
<b>Great Streets</b>					
50-716A Contracted services	9,600	23,759	15,000	-	15,000
50-733A Weed & pest control		-	-	-	-
50-735A Utilities	2,159	43,035	25,000	-	25,000
50-736A Street lighting	324	2,550	5,000	-	5,000
50-760A Miscellaneous		-	-	-	-
50-791A Special events		-	-	-	-
50-790A Capital outlay	4,135	5,528	5,000	-	5,000
Total Great Streets	<u>16,217</u>	<u>74,872</u>	<u>50,000</u>	<u>-</u>	<u>50,000</u>
50-1601 Economic Development Expense		1,010	1,500	-	1,500
Transfer to General Fund for Admin Salary	-	20,000	21,750	68,250	90,000
Legal and Accounting Expense	-	7,001	7,000	3,000	10,000
Total Expenditures	<u>16,217</u>	<u>102,882</u>	<u>73,250</u>	<u>78,250</u>	<u>151,500</u>
<b>NET CHANGE IN FUND BALANCE</b>	29,248	(51,973)	13,770	371,385	385,155
<b>FUND BALANCE, OCTOBER 1</b>	<u>80,615</u>	<u>109,863</u>	<u>57,890</u>	<u>-</u>	<u>57,890</u>
<b>FUND BALANCE, SEPTEMBER 30</b>	<u><u>109,863</u></u>	<u><u>57,890</u></u>	<u><u>71,660</u></u>	<u><u>-</u></u>	<u><u>443,045</u></u>

**Street Improvement Fund**  
**FY Ending September 30th, 2024**

Account Number	September 30 2022 Actual	September 30 2023 Estimated	Passed 2024 Budget	Change	Budget Amend 2024
<b>REVENUES</b>					
80-405 Road and bridge tax	28,172	31,025	30,000	-	30,000
CDBG income	-	-	132,000	-	132,000
80-450 Investment income	17	25	50	-	50
Transfer in General Fund		20,000		-	
Total Revenues	<u>28,189</u>	<u>51,051</u>	<u>162,050</u>	-	<u>162,050</u>
<b>EXPENDITURES</b>					
80-1501 Street expenditures	\$ -	\$ -		-	
80-1502 Construction-street	\$ -	\$ -	\$ 400,000	-	\$ 400,000
80-1599 Bank fees	\$ -	\$ -	\$ -	-	\$ -
Total Expenditures	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 400,000</u>	-	<u>\$ 400,000</u>
NET CHANGE IN FUND BALANCE	\$ 28,189	\$ 51,051	\$ (237,950)	-	\$ (237,950)
FUND BALANCE, OCTOBER 1	<u>\$ 173,776</u>	<u>\$ 201,965</u>	<u>\$ 253,016</u>	-	<u>\$ 253,016</u>
FUND BALANCE, SEPTEMBER 30	<u><u>\$ 201,965</u></u>	<u><u>\$ 253,016</u></u>	<u><u>\$ 15,066</u></u>	-	<u><u>\$ 15,066</u></u>

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Sewer Lateral Fund  
FY Ending September 30th, 2024

Account Number	September 30 2022 Actual	September 30 2023 Estimated	Passed 2024 Budget	Change	Proposed Budget Amend 2024
<b>REVENUES</b>					
30-405 Sewer lateral fees	31,174	30,979	30,000	-	30,000
30-450 Investment income	-	-	-	-	-
Total Revenues	<u>31,174</u>	<u>30,979</u>	<u>30,000</u>	<u>-</u>	<u>30,000</u>
<b>EXPENDITURES</b>					
30-130C Payment to contractor	33,147	21,615	45,000	-	45,000
30-1310 Reimbursement to homeowner	-	-	-	-	-
30-1330 Bank fees	\$ -	-	\$ -	\$ -	\$ -
Total Expenditures	<u>\$ 33,147</u>	<u>\$ 21,615</u>	<u>\$ 45,000</u>	<u>\$ -</u>	<u>\$ 45,000</u>
NET CHANGE IN FUND BALANCE	\$ (1,973)	\$ 9,364	\$ (15,000)	\$ -	\$ (15,000)
FUND BALANCE, OCTOBER 1	<u>\$ 60,804</u>	<u>\$ 58,831</u>	<u>\$ 68,195</u>	<u>\$ -</u>	<u>\$ 68,195</u>
FUND BALANCE, SEPTEMBER 30	<u><u>\$ 58,831</u></u>	<u><u>\$ 68,195</u></u>	<u><u>\$ 53,195</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 53,195</u></u>

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Judicial Education Fund  
FY Ending September 30th, 2024

Account Number	September 30 2022 Actual	September 30 2023 Estimated	Passed 2024 Budget	Change	Proposed Budget Amend 2024
<b>REVENUES</b>					
90-401 Judicial training income	1,271	666	3,000	-	3,000
90-450 Investment Income	-	-	-	-	-
Total Revenues	<u>1,271</u>	<u>666</u>	<u>3,000</u>	<u>-</u>	<u>3,000</u>
<b>EXPENDITURES</b>					
90-913 Bank charges	-	-	-	-	-
90-923 Training expenditures	-	7,632	5,000	-	5,000
90-941 Supplies	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	<u>\$ -</u>	<u>\$ 7,632</u>	<u>\$ 5,000</u>	<u>\$ -</u>	<u>\$ 5,000</u>
NET CHANGE IN FUND BALANCE	\$ 1,271	\$ (6,966)	\$ (2,000)	\$ -	\$ (2,000)
FUND BALANCE, OCTOBER 1	<u>\$ 7,847</u>	<u>\$ 9,118</u>	<u>\$ 2,152</u>	<u>\$ -</u>	<u>\$ 2,152</u>
FUND BALANCE, SEPTEMBER 30	<u><u>\$ 9,118</u></u>	<u><u>\$ 2,152</u></u>	<u><u>\$ 152</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 152</u></u>

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**RESOLUTION  
CITY OF NORMANDY, MISSOURI**

**RESOLUTION NO. 23-36**

**A RESOLUTION OF THE CITY OF NORMANDY, MISSOURI, APPOINTING  
MICHAEL SAPPINGTON TO THE PERSONNEL BOARD**

**WHEREAS**, there has been a resignation of a member of the Personnel Board; and,

**WHEREAS**, Section 135.030 of the Normandy City Code provides that the Mayor shall, with the consent of a majority of the City Council, fill vacancies that may occur on the Personnel Board; and,

**WHEREAS**, Mayor Mark Beckmann has chosen to appoint Michael Sappington of 7725 Circle Drive to fill the vacancy that has occurred and serve on the Personnel Board.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF  
NORMANDY, MISSOURI, AS FOLLOWS:**

The Council hereby consents and approves the appointment of Michael Sappington, 7725 Circle Dr, to the Park Advisory Board to replace the vacancy created by the resignation of Norm Muellerman, with a term expiring April 19<sup>th</sup>, 2024.

<b>Appointee</b>	<b>Term</b>
Michael Sappington, 7725 Circle Drive	Unexpired term ending April 19th, 2024

**PASSED** by the City Council of the City of Normandy, Missouri on this \_\_\_**th** day of \_\_\_\_\_, 2023.

(SEAL)

\_\_\_\_\_  
Mark Beckmann, Mayor

ATTEST:

\_\_\_\_\_  
Khianna C. DeGarmo, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew R. Bramman - Legal Counsel

**RESOLUTION  
CITY OF NORMANDY, MISSOURI**

**RESOLUTION NO. 23-37**

**A RESOLUTION OF THE CITY OF NORMANDY, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE VILLAGE OF GLEN ECHO PARK TO PROVIDE SNOW REMOVAL SERVICES.**

**WHEREAS**, the consolidation of the City of Normandy and the Village of Glen Echo Park is imminent following approval by the voters at the August 8<sup>th</sup>, 2023 election; and,

**WHEREAS**, the Village of Glen Echo Park is in need of snow removal services until the effective date of the consolidation, February 8<sup>th</sup>, 2024; and,

**WHEREAS**, the City Council of the City of Normandy finds that it is in the best interest of the City of Normandy to enter into a contract with the Village of Glen Echo Park to provide snow removal services.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORMANDY, MISSOURI, AS FOLLOWS:**

The Mayor is hereby authorized to enter into the contract with the Village of Glen Echo Park to provide snow removal services in exchange for a nominal fee, as attached hereto as Exhibit A.

**PASSED** by the City Council of the City of Normandy, Missouri on this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2023.

(SEAL)

\_\_\_\_\_  
Mark Beckmann, Mayor

ATTEST:

\_\_\_\_\_  
Khianna C. DeGarmo, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew R. Bramman - Legal Counsel

## SNOW REMOVAL AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2023, by and between the VILLAGE OF GLEN ECHO PARK (“Village”), and the CITY OF NORMANDY (“City”).

### WITNESSETH:

WHEREAS, the Village and City are authorized pursuant to Sections 70.210 to 70.325 of the Revised Statutes of Missouri, as amended, to contract and cooperate with each other in connection with the planning and operation of any public program or facility within the scope of their individual power; and

WHEREAS, the Village and City desire to enter into an agreement for the provision of snow removal services to the Village by the City;

NOW, THEREFORE, it is agreed by the parties as follows:

1. In consideration of the mutual promises and payments herein specified, the City promises and agrees to provide snow and ice removal services for the Village, commencing on November 1, 2023, through February 8, 2024.

2. The rates for snow and ice removal shall be one dollar (\$1.00) for the term set forth in Paragraph 1 above.

3. The City will begin snow removal and salt spreading operations (the “Work”) in the Village as soon as possible after the Chair of the Village Board of Trustees (or her designee), notifies the City. City shall plow all streets in the Village from street edge to street edge. Salting shall be applied preventatively in compliance with best practices in the industry in Metropolitan St. Louis.

4. The City shall exercise caution in performing the Work hereunder and shall perform the Work to keep drains and inlets, upon and adjacent to the streets, clear and to avoid damage

(ordinary wear and tear from snow and ice removal expected) to the streets and to public improvements within the Village.

5. The City shall not park any of its trucks in the Village overnight, except in the case of an emergency.

6. The City shall obtain and maintain in force during the term of the contract, at its own expense, workers' compensation insurance in amounts as prescribed by the statutes of Missouri.

7. The City shall obtain and maintain liability insurance in force during the term of the contract, at its own expense, for all vehicles, equipment, and personnel used in the work covered by this agreement.

8. This agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

9. All notices given under this Agreement shall be in writing and either sent by certified mail or e-mailed to the City Administrator of the City and Chair of the Board of Trustees of the Village.

10. This Agreement shall comprise the full and complete agreement between the parties, and any alteration or addition thereto shall be in writing and signed by both parties. If any individual provision is invalid, it shall be considered as deleted from this Agreement and shall invalidate no other provision herein.

11. Either Party may terminate this Agreement at any time upon 60 days written notice to the other Party in accordance with the notice provisions contained in paragraph 10 of this Agreement.



**IN WITNESS WHEREOF**, the CITY OF NORMANDY and the VILLAGE OF GLEN ECHO PARK have caused this Agreement to be duly executed by their respective representatives on the day and year above written.

Attest:

**CITY OF NORMANDY**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Attest:

**VILLAGE OF GLEN ECHO PARK**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Chair

**RESOLUTION  
CITY OF NORMANDY, MISSOURI**

RESOLUTION NO. 23-38

**A RESOLUTION OF THE CITY OF NORMANDY, MISSOURI, AUTHORIZING THE TRANSFER OF ADDITIONAL MONIES FROM THE PARK AND STORMWATER FUND TO THE GENERAL FUND IN THE FISCAL YEAR 2023 BUDGET TO PAY FOR PARK-RELATED EXPENSES.**

**WHEREAS**, the approved budget, amended July 11<sup>th</sup>, 2023, for the fiscal year beginning October 1<sup>st</sup>, 2022, and ending September 30<sup>th</sup>, 2023 (FY 2023) authorized the transfer of \$62,194 from the Parks and Stormwater Sales Tax Fund to the General Fund to cover salaries and expenses relating to park services; and,

**WHEREAS**, during FY 2023, the City incurred salaries and expenses in the General Fund relating to Parks in the amount of \$76,863, which is \$14,669 dollar more than the corresponding transfer; and,

**WHEREAS**, the City Council of the City of Normandy finds that it is in the best interest of the City of Normandy to authorize the transfer of additional restricted funds in the Parks and Storm Water Sales Tax Fund ex post facto to cover the expenses incurred in the General Fund relating to park salaries and expenses during FY 2023.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORMANDY, MISSOURI, AS FOLLOWS:**

The Council hereby authorizes and approves the transfer of funds, during the fiscal year beginning October 1<sup>st</sup>, 2022, and ending September 30<sup>th</sup>, 2023, from the Parks and Stormwater Sales Tax Fund to the General Fund in an amount of \$76,863.

**PASSED** by the City Council of the City of Normandy, Missouri on this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2023.

(SEAL)

\_\_\_\_\_  
Mark Beckmann, Mayor

ATTEST:

\_\_\_\_\_  
Khianna C. DeGarmo, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew R. Bramman - Legal Counsel

**RESOLUTION  
CITY OF NORMANDY, MISSOURI**

**RESOLUTION NO. 23-39**

**A RESOLUTION OF THE CITY OF NORMANDY, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SIKICH LLP FOR ACCOUNTING SERVICES FOR THE 2024 FISCAL YEAR.**

**WHEREAS**, the City Council of the City of Normandy finds that it is in the best interest of the City of Normandy to enter into an engagement with Sikich LLP for accounting services.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORMANDY, MISSOURI, AS FOLLOWS:**

The Council hereby authorizes the Mayor to enter into, and further negotiate if necessary, a Master Services Agreement (MSA) with Sikich LLP as attached hereto in Exhibit A, and more fully described in the Statement of Work attached in Exhibit B, with the understanding that the section in the MSA regarding indemnification and limitation of liability be deleted or significantly altered in the City's favor and that the MSA be amended so that it is governed by Missouri law.

**PASSED** by the City Council of the City of Normandy, Missouri on this \_\_\_\_**th** day of \_\_\_\_\_, 2023.

(SEAL)

\_\_\_\_\_  
Mark Beckmann, Mayor

ATTEST:

\_\_\_\_\_  
Khianna C. DeGarmo, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew R. Bramman - Legal Counsel

## EXHIBIT A

**EXHIBIT B**

October 23,2023

Mr. Samuel D. Johnson, MPA  
City of Normandy  
7700 Natural Bridge Road  
Normandy, MO 63121

Dear Sam:

This Master Professional Services Agreement (this "Agreement"), effective as of October 23,2023 between Sikich LLP, an Illinois limited liability partnership, ("Sikich", "we", "us", or "our") and City of Normandy, Missouri ("Client", "you", or "your") sets forth the mutual agreements of the parties regarding Sikich's provision of one or more professional CPA services to Client, from time to time, as more fully described in Sikich Statements of Work (each, an "SOW") issued hereunder (collectively, the "Services").

This Agreement is intended to serve as the framework for entering into separate SOWs. The SOWs entered into pursuant to this Agreement shall be: (a) executed by authorized individuals on behalf of each of the parties, and (b) incorporated into this Agreement. Unless otherwise agreed by the parties, all SOWs that are entered into pursuant to this Agreement shall be governed by the terms of this Agreement and are hereby made part of, and incorporated into, this Agreement. In the event of a conflict between this Agreement and a SOW, the terms of this Agreement shall prevail, unless the SOW expressly references the specific provision in this Agreement to be modified by the SOW. This Agreement shall not govern engagements related to Sikich's affiliated entities or Sikich services or offerings other than CPA Services, and a separate agreement for such services will be required. To the extent the term of an SOW extends beyond the expiration or earlier termination of this Agreement, the terms of this Agreement shall apply to such SOW until expiration of such SOW.

The general terms governing this Agreement are as follows:

#### **ENGAGEMENT ADMINISTRATION**

In connection with this Agreement, we may communicate with you or others via e-mail transmission. As e-mails can be intercepted and read, disclosed or otherwise used or communicated by an unintended third-party or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that e-mails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of e-mails transmitted by us or in connection with the performance of this Agreement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits or disclosure or communication of confidential or proprietary information. Communications by email are authorized unless written objection is provided to us prior to any such communication.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards designed to protect the confidentiality of your personal information. In addition, we will enter into confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that such service providers have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers engaged by us.

Client acknowledges and agrees that in connection with the performance of the Services, Sikich may utilize the services of Sikich subsidiaries, affiliates, divisions and/or third parties located outside the United States ("Offshore Resources") to provide the Services. Offshore Resources may have access to confidential information from offshore locations. Sikich represents to Client that with respect to each Offshore Resource utilized in providing Services to Client, Sikich has technical, legal, and/or other safeguards, measures and controls in place designed to protect confidential information of Client from unauthorized disclosure or use. Accordingly, Client agreement above extends to disclosure, ability to access, and use of Client's confidential information by the Offshore Resources for the purposes set forth in this section. Any services performed by an Offshore Resource shall be performed in accordance with the terms set forth herein, and Sikich shall remain responsible to Client for the performance of the Services.

Client hereby explicitly acknowledges and consents to Sikich's use of third-party cloud computing services to store confidential and proprietary information and other data of the Client, and agrees that Sikich's use of such cloud services coupled with the use of encrypted devices, password protections and firewall protection shall constitute the best efforts of Sikich to safeguard such information and data from unauthorized disclosure. Client further agrees that, subject to applicable law, Sikich shall only be liable for such unauthorized disclosure or use if it has been finally judicially determined by a court of competent jurisdiction that Sikich did not take commercially reasonable measures to protect the confidential and proprietary information and other data of the Client from unauthorized disclosure or use.

### **FEES; INVOICES**

Our fees for the Services are detailed in the applicable SOW.

Services will be invoiced to you from time-to-time as work progresses and are payable within thirty (30) days. Interest will be charged on all accounts that have not been paid within thirty (30) days after they are billed, at a rate of 1½% per month or any fraction of a month. The annual percentage rate is 18%. In accordance with our firm policies, work will be suspended if your account becomes ninety (90) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our Services for nonpayment, or other reasonable causes such as failure to provide the information or cooperation necessary for successful performance of our Services, our provision of Services will be deemed to have been completed upon written notification of termination, even if we have not completed our Services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

In the event that you desire to hire a member of the Sikich staff within one year of the completion of this Agreement, a recruiting fee will be assessed at 30% of the first-year salary per hire and paid to Sikich upon our notification of such hiring.

If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees are payable upon presentation and will be rendered each month as work progresses or as detailed in the applicable SOW.

### **RECORD RETENTION; CONFIDENTIALITY**

It is our policy to keep records related to this Agreement for seven years. However, Sikich does not keep any original client records, and we will return those to you at the completion of the Services rendered under this Agreement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies. The documentation for this Agreement is the property of Sikich.

All information obtained in the course of performing our agreed professional Services, including but not limited to, statements, records, schedules, working papers, memorandums, reports, and all other documents and work product prepared by Sikich, will be considered confidential matters not to be disclosed to any other person or persons without your prior written permission, unless otherwise required pursuant to professional standards, statutory or regulatory authority, or court order. The foregoing obligation of confidentiality shall not apply to any information that was in the public domain at the time of the communication thereof to Sikich.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, regulatory inquiry or arbitration or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request.

#### **INDEMNIFICATION; LIMITATION OF LIABILITY**

You hereby agree to indemnify and hold harmless Sikich and its partners, directors, employees, agents or subcontractors against all costs, expenses, losses, judgments, damages and liabilities (including reasonable attorneys' fees and expenses) associated with any third-party claim, threat or proceeding relating to the performance of the Services by Sikich under this Agreement, other than as determined through mediation to have been caused by our own gross negligence or willful misconduct.

You agree that our maximum liability to you for any negligent errors or omissions committed by us in the performance of the Services will be limited to the total amount of fees we receive from you under the applicable SOW for the Services provided under such SOW giving rise to the liability, except to the extent determined to result from our gross negligence or willful misconduct. You agree that this limitation applies to any and all liability or causes of action against us, however alleged or arising, unless otherwise prohibited by law or professional standards. Additionally, our liability as accountants shall be limited to the period covered by our Services and shall not extend to later periods for which we are not engaged as accountants or prior periods before we were engaged as accountants. In no event will Sikich be liable to you or any third party, whether a claim be in tort, contract or otherwise, for any amount in excess of the total professional fees paid pursuant to this Agreement for the Services provided under this Agreement giving rise to the liability, or for any special, consequential, exemplary, incidental, indirect, lost profit, punitive or similar damages of any kind.

No (i) direct or indirect holder of any equity interests or securities of Sikich, (ii) affiliate of Sikich, or (iii) director, officer, employee, representative, or agent of Sikich, or of an affiliate of Sikich or of any such direct or indirect holder of any equity interests or securities of Sikich (collectively, the "**Sikich Affiliates**") shall have any liability or obligation of any nature whatsoever in connection with or under this Agreement or the transactions contemplated hereby, and Client waives and releases all claims against such Sikich Affiliates related to any such liability or obligation.

#### **DISPUTE RESOLUTION; GOVERNING LAW**

If any dispute, controversy, or claim arises in connection with the performance or breach of this Agreement, either party may, on written notice to the other party, request that the matter be mediated. Such mediation will be conducted by a mediator appointed by and pursuant to the Rules of the American Arbitration Association or such other neutral facilitator acceptable to both parties. Both parties will exert their commercially reasonable best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute or controversy. Each party may disclose any facts to the other party or the mediator which it, in good faith, considers necessary to resolve the matter. All such discussions, however, will be for the purpose of assisting in settlement efforts and will not be admissible in any subsequent litigation or proceeding against the disclosing party. Except as agreed by both parties in writing, the mediator will keep confidential all information disclosed during negotiations. The mediation proceedings will conclude within sixty (60) days from receipt of the written notice unless extended or terminated sooner by mutual consent. Each party will be responsible for its own expenses. The fees and expenses of the mediator, if any, will be borne equally by the parties.



THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS. SIKICH AND CLIENT KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) RELATED TO OR ARISING OUT OF OR IN CONNECTION WITH THE ENGAGEMENT OF SIKICH PURSUANT TO, OR THE PERFORMANCE BY SIKICH OF THE SERVICES CONTEMPLATED BY, THIS AGREEMENT.

#### **TERM; TERMINATION**

If either party hereto desires to terminate this Agreement, or an SOW, it may do so at any time for any reason by giving written notice to the other party. In such event, Sikich will be paid for fees and expenses incurred through the termination date, as well as for reasonable engagement closing costs.

#### **INDEPENDENT CONTRACTOR**

It is understood and agreed that Sikich will for all purposes be an independent contractor, will not hold itself out as representing or acting in any manner for Client, and neither Sikich nor Client will have any authority to bind the other party to any contract or in any other manner. Sikich and Client do not intend to create a joint employer relationship, and Sikich and Client each represents that it is the sole employer of its employees. Sikich shall not and does not have the right to control Client's employees' essential terms and conditions of employment, including hiring its employees, determining their wages and benefits, or assigning, scheduling, training, disciplining, or terminating Client's employees.

#### **OFAC REPRESENTATION**

Client represents and warrants the following with respect to the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"): (a) Client does not have any nexus with persons or entities on any of OFAC's sanctions list (e.g. SSI, SDN, FSE etc.) either through large shareholders, employees, beneficial owners, vendors, affiliated entities (i.e. affiliates or subsidiaries), third parties, customer base or otherwise; (b) Client does not have any operations in any comprehensive OFAC sanctioned country (Cuba, Iran, Syria, Sudan, North Korea, the Crimea); (c) Client does not have any operations in any limited OFAC sanctioned country program; or (d) Client does not remit payment for Sikich's fees and expenses from an OFAC sanctioned country.

#### **NO THIRD-PARTY BENEFICIARIES**

This Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the parties.

#### **FORCE MAJEURE**

Sikich shall not be deemed in default of any provision of this Agreement or be liable for any delay, failure in performance, or interruption of the Services resulting directly or indirectly from acts of God, electronic virus attack or infiltration, civil or military authority action, civil disturbance, war, strike and other labor disputes, fires, floods, other catastrophes, and other forces beyond its reasonable control.

#### **NOTICES**

All notices given under or pursuant to this Agreement will be sent by national courier, Certified or Registered Mail, Return Receipt Requested, and will be deemed to have been delivered when physically delivered to Client or Sikich at the following address:

If to Sikich:

Sikich LLP  
12655 Olive Blvd Suite 200  
St. Louis, MO 63141  
Attention: Angela Dorn, CPA

With a copy to:

Sikich LLP  
1415 W. Diehl Road, Suite 400  
Naperville, IL 60653  
Attention: Office of General Counsel

If to Client:

City of Normandy  
7700 Natural Bridge Road  
Normandy, MO 63121  
Attention: Samuel D. Johnson

#### **SURVIVAL**

Those provisions that by their nature are intended to survive termination or expiration of this Agreement and any right or obligation of the parties in this Agreement which, by its express terms of nature and context is intended to survive termination or expiration of this Agreement, shall so survive any such termination or expiration.

#### **MISCELLANEOUS**

Entire Agreement: This Agreement, the Exhibits attached hereto and incorporated herein by reference, and the SOWs, constitute the entire agreement between Sikich, on one side, and Client on the other side, regarding the terms of this Agreement. In the event Client requires Sikich to execute a purchase order or other Client documentation in order to receive payment for Services, the terms and conditions contained in such purchase order or documentation shall be null and void and shall not govern the terms of this Agreement. This Agreement is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein and supersedes any other such promises or representations. This Agreement can only be modified by a written agreement signed by duly authorized representatives of each party.

Counterparts: This Agreement may be executed in counterparts (and by facsimile or other electronic means), each of which shall constitute an original and all of which together will be deemed to be one and the same document.

Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

Authority; Due Authorization; Enforceability: Each party hereto represents and warrants that it has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder. Each party hereto further represents and warrants that this Agreement has been duly and validly authorized by all necessary corporate action and has been duly executed and delivered by each such party and constitutes the legal, valid and binding agreement of each such party, enforceable in accordance with its terms.

Counsel Representation: The terms of this Agreement have been negotiated by the parties hereto, who have each been represented by counsel, there shall be no presumption that any of the provisions of this Agreement shall be construed adverse to any party as "drafter" in the event of a contention of ambiguity in this Agreement, and the parties waive any statute or rule of law to such effect.

Assignment: This Agreement may not be assigned by any party hereto without the prior written consent of the other party. Any attempted assignment of this Agreement made without such consent shall be void and of no effect, at the option of the non-assigning party.

Headings: Headings used herein are for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

## ACCEPTANCE

You acknowledge having read this Agreement in its entirety, have had full opportunity to consider its terms in consultation with your attorney, have had full and satisfactory explanation of the same, and fully understand and agree to be bound by the terms of this Agreement.

Please indicate your understanding and acceptance of this Agreement and your intention to be legally bound hereby by executing this Agreement in the space provided below where indicated and return it to our offices, indicating your authorization for us to proceed on the above terms and conditions.

We appreciate the opportunity to be of service to you. If you have any questions, please let us know.

Sincerely,

*Angela Dorn*

Angela Dorn, CPA  
Partner  
On behalf of Sikich LLP

Acknowledged:

City of Normandy, Missouri

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**STATEMENT OF WORK**  
**No. 3761836.0-2024-AS**

This Statement of Work (this "SOW") dated October 23, 2023 is entered into by and between Sikich LLP ("Sikich", "we", "us" or "our") and City of Normandy, Missouri ("Client", "you", or "your") pursuant to the Master CPA Professional Service Agreement dated October 23, 2023 between Sikich and the Client (the "Agreement"), all terms of which are hereby incorporated herein reference.

NOW, THEREFORE, for and in consideration of the foregoing premises, and the agreements of the parties set forth below, Sikich and Client agree as follows:

We will perform the following services (collectively, the "Services") listed in Addendum 1.

Our accounting services will cover the year end September 30, 2024.

The provision of Services does not cover the preparation of any tax returns not listed in the above exhibit.

**TAX MATTERS**

In addition to the information provided by you in connection with our provision of Services related to your financial records, if included in Addendum 1, you will furnish us with all the information required for preparing tax returns, payroll tax returns and/or the State(s) sales and use tax return. We will not audit or verify the data you submit, although we may ask you to clarify it, or furnish us with additional information.

If you have activity in a state other than that specifically listed, you are responsible for informing us of any additional states as well as providing Sikich with all the information necessary to prepare those state sales and use tax returns. Any additional state sales and use tax returns will be prepared as a separate engagement. If you have sales and use tax filing requirements in a given state but do not file that return, there could be possible adverse consequences such as an unlimited statute of limitations, penalties, etc.

The "*Coronavirus Aid, Relief, and Economic Stimulus Act*" ("CARES Act") along with other legislation were enacted in 2020 to provide relief to individuals, businesses, and health care professionals impacted by the COVID-19 pandemic. One of the key provisions in the CARES Act was the establishment of "Paycheck Protection Program" ("PPP") loans to offer liquidity to employers, and if certain requirements are met, the loans could be forgiven. If additional services are required to comply with these laws, such additional services could result in additional billings beyond what is included in this Agreement.

You may request that we perform additional services not contemplated by this Agreement. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services our services will continue to be governed by the terms of this Agreement.

**ENGAGEMENT ADMINISTRATION, FEES, AND OTHER**

In connection with this Agreement, we may communicate with you or others via e-mail transmission. As e-mails can be intercepted and read, disclosed or otherwise used or communicated by an unintended third-party or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant those e-mails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of e-mails transmitted by us or in connection with the performance of this Agreement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits or disclosure or

communication of confidential or proprietary information. Communications by email are authorized unless written objection is provided to us prior to any such communication.

We appreciate the opportunity to be of service to you and believe this Agreement accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

Sincerely,

*Angela Dorn*

Angela Dorn, CPA  
Partner  
On behalf of Sikich LLP

Acknowledged:

City of Normandy, Missouri

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## **ADDENDUM 1** **Outsourced Accounting Services**

This addendum is to specify the terms of our engagement with respect to the accounting controllership services we will provide.

Sikich LLP will provide, unless otherwise noted, ongoing outsourced accounting services for the City of Normandy, Missouri accounting and financial process. These services will be performed at your office and off-site. Specifically, we will focus on the following:

### **ACCOUNTING SERVICES**

- Update and maintain financial records utilizing QuickBooks Online
- Assist with recording cash deposits and electronic withdrawals if needed
- Prepare monthly bank and investment reconciliations and record required adjustments as necessary to the accounting records
- Prepare and record required journal entries and appropriate schedules for month end close
- Other schedules per your request

### **OTHER SERVICES**

- Assist with yearend close
- Assist with budget monitoring
- Assist with preparation of budget
- Assist with preparation of audit workpapers
- Assist management with review and analysis of financial and business matters
- Meetings with management as requested

### **TAX SERVICES**

- Preparation and electronic filing of annual Form 1099's
- Property tax calculations

### **PAYROLL**

- Enter/import payroll transactions generated by third party payroll service into financial software, including payroll allocation, if required

## **ADDENDUM 2**

### **SCHEDULE OF FEES**

Our fees for these services will be based upon our standard hourly rates in effect during the performance of our work. You will also be billed for travel and other out-of-pocket costs such as report production, word processing, postage, etc.

Our blended rate for Accounting Services work is \$150 per hour.