



Jefferson County Water Authority
MONTHLY MEETING
711 WEST MAIN STREET, FESTUS, MO 63028
Thursday, May 21, 2026 at 10:00 AM

"OPEN TO PUBLIC"

Virtual Viewing on the City of Festus You Tube Channel
Link to City's channel can be found on main page at www.cityoffestus.org.

AGENDA

- I. Call to Order**
- II. Roll Call**
- III. Pledge of Allegiance**
- IV. Approve Minutes**
 - a. April 16, 2026
- V. Approval of Bills**

Vendor	Check Amount	Description
Miscellaneous Vendors	\$105,248.53	See Attached Listing "Unpaid"
Miscellaneous Vendors	\$24,850.47	See Attached Listing "Released"
Employees & Taxes (Released)	\$15,896.04	Payroll/Payroll Taxes for Pay Date 4-10-26
Employees & Taxes (Released)	\$15,220.58	Payroll/Payroll Taxes for Pay Date 4-24-26
UMB Bank (Released)	\$61,000.00	Debt Service Payment 2021A Due 4-5-26
TOTAL	\$222,215.62	

- VI. Old Business**

Agenda for Thursday, May 21, 2026 was posted on Friday May 15, 2026 at Festus City Hall by Miranda O'Haleck at approximately 12:00 pm.

VII. New Business

- a. Legal Services-RFQ

VIII. Resolutions

- a. Resolution 2026-1 Resolution Authorizing Contract For Disclosure Compliance Services
- b. Resolution 2026-2 Resolution Authorizing Contract with Maxim Construction for Well #1 Roof Repair/Replacement
- c. Resolution 2026-3 Resolution Authorizing Contract with Maxim Construction for Power Washing Plant Exterior

IX. Reports

- a. Reports for Period Ending 4-30-26
 - Trial Balance
 - General Ledger Activity
 - Revenue & Expenditures
- b. Plant Manager's Report May-26

X. Adjourn



MONTHLY MEETING
711 West Main Street, Festus, MO 63028

Meeting Minutes

Thursday, April 16, 2026

CALL TO ORDER:

Logan Jaskiewicz called the meeting at approximately 10:01 a.m.

ROLL CALL:

Members Present: Logan Jaskiewicz, Michael Christopher, Mark Johnson, Kevin Dennis (Zoomed),
Shain Dollar
Absent: Terry Thomas
Also Present: Jeff Crannick - JCWA Plant Manager, Nick Slabby – JCWA Plant Operator,
Jeff Barnard from Burns and McDonnell, Ryan Wright – Mayor City of
Herculaneum, Jen Filkins secretary

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES:

Logan Jaskiewicz entertained a motion to approve the minutes from March 19, 2026 minutes as presented.

Motion for Approval: Mark Johnson
Second: Michael Christopher
Ayes: 5
Nays: 0
Absent: 1

APPROVAL OF BILLS:

Mr. Jaskiewicz stated approval of bills is \$199,683.62 & asked if there were any questions. With no questions, he entertained a motion.

Motion for Approval: Mark Johnson
Second: Michael Christopher
Roll Call: Shain Dollar, Kevin Dennis, Mark Johnson, Michael Christopher, Logan
Jaskiewicz
Absent: Terry Thomas

OLD BUSINESS: N/A



NEW BUSINESS:

JCWA Plan Sponsor Claims and Utilization Report

Informational only, no discussion by the board.

Voluntary Legislative Assessment

Mr. Jaskiewicz briefly introduced. With no questions he entertained a motion to approve the \$175 membership fee.

Motion for Approval:	Michael Christopher
Second:	Mark Johnson
Ayes:	5
Nays:	0
Absent:	1

Burns and McDonnell Presentation

Jeff Barnard, Global Practice Manager from Burns and McDonnell, conducted a presentation on potential water infrastructure needs for development of a data center in Festus. Topics discussed included capacity evaluation, infrastructure needs, and ROM Costs (rough order of magnitude).

Discussion was had between board members and Mr. Barnard.

RESOLUTIONS: N/A

REPORTS:

PE: 3/31/26 - Trial Balance, General Ledger Cash Activity, Revenue & Expenditure Report

Informational only, no discussion by the board.

Plant Manager Report:

No discussion by the board.

BOARD OF DIRECTORS:

Logan Jaskiewicz: None

Michael Christopher: None

Mark Johnson: None

Shain Dollar: None

Kevin Dennis: None

Terry Thomas: Absent



ADJOURN:

Mark Johnson made a motion to adjourn the meeting, seconded by Michael Christopher, motion carried unanimously.

These minutes were approved this _____ day of _____, 2026.

Logan Jaskiewicz, President

Attest:

Jennifer Filkins, Secretary

DRAFT

Jefferson County Water Authority

Check Detail Register - UNPAID

1/3
May 15, 2026 10:35 AM

JCWA MEETING MAY 21, 2026

Invoice Number	GL Number	Vendor Name	Check Amount	Comment
FARM PLAN - BUCHHEIT'S				
87905055	60-6000-56450.00	Tools	\$34.98	5 GALLON GAS CAN & EZ SPOUT
Total for	FARM PLAN - BUCHHEIT'S		\$34.98	
CEE KAY SUPPLY, INC.				
CK4625070	60-6000-56550.00	Chemicals	\$1686.94	14 TONS CARBON DIOXIDE
Total for	CEE KAY SUPPLY, INC.		\$1686.94	
CITY OF FESTUS				
PAY NO. 1 SCADA	60-0000-21000.00	Accounts Payable	\$78596.80	JCWA/FESTUS SCADA SYSTEM - PAY APP NO. 1
POSTAGE APR-26	60-6000-54000.00	Postage	\$14.88	POSTAGE USED IN APR-26
SERVICES MAY-26	60-6000-51190.00	Other Personal Services	\$908.92	PERSONAL SERVICES FOR MAY-26
AMERICAN APR-26	60-0000-22820.00	American Fidelity Liab.	\$318.06	AMERICAN FIDELITY PREIMUMS FOR APR-26
Total for	CITY OF FESTUS		\$79838.66	
MISSOURI EMPLOYERS MUTUAL INS. CO.				
WORK COMP26 AUDIT	60-6000-57200.00	Insurance,Claims & Bon	\$337.00	WORK COMP ADDITIONAL PREMIUM-AUDIT
Total for	MISSOURI EMPLOYERS MUTUAL INS.		\$337.00	
Mississippi Lime Company				
CD194721	60-6000-56550.00	Chemicals	\$11681.33	26.24TN QUICKLIME
Total for	Mississippi Lime Company		\$11681.33	
PVS DX, INC.				
237000539-26	60-6000-56550.00	Chemicals	\$1805.40	2000LB CHLORINE
237000458-26	60-6000-56550.00	Chemicals	\$1805.40	2000LB CHLORINE
Total for	PVS DX, INC.		\$3610.80	
TIMBERCREEK EQUIPMENT CO LLC DBA				
1074159	60-6000-55350.00	LIGHT EQUIPMENT &	\$1168.19	REGULAR MAINTENANCE ON MAHINDRA
Total for	TIMBERCREEK EQUIPMENT CO LLC D		\$1168.19	
TSA SALES ASSOCIATES, LLC				
9157973	60-6000-53550.00	Maintenance & Repair	\$4890.00	(10) DUST COLLECTOR FILTERS
Total for	TSA SALES ASSOCIATES, LLC		\$4890.00	
HD SUPPLY, INC.				
INV01010639	60-6000-56305.00	Lab Supplies	\$1884.39	REAGENT, ACID POWDER PILLOWS, SAMPLE PAC

Jefferson County Water Authority Check Detail Register - UNPAID

2/3
May 15, 2026 10:35 AM

JCWA MEETING MAY 21, 2026

Invoice Number	GL Number	Vendor Name	Check Amount	Comment
Total for HD SUPPLY, INC.			\$1884.39	
Waste Management of St. Louis				
7723413-1840-4	60-6000-53250.00	Trash Service	\$116.24	(2) YARD DUMPSTER MAY-26
Total for Waste Management of St. Louis			\$116.24	

Jefferson County Water Authority
Check Detail Register - UNPAID

JCWA MEETING MAY 21, 2026

Invoice Number	GL Number	Vendor Name	Check Amount	Comment
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Total Amount Being Paid: \$105248.53

JEFFERSON COUNTY WATER AUTHORITY

Check Detail Register - (RELEASED)

1/2
May 15, 2026 10:35 AM

JCWA MEETING MAY 21, 2026

Invoice Number	GL Number	Vendor Name	Check Amount	Comment
AMERENUE				
PLANT METER MAR-26	60-6000-53100.00	Electricity	\$8780.47	PLANT METER FROM 2/23-3/24
RIVER METER APR-26	60-6000-53100.00	Electricity	\$5311.89	RIVER METER FROM 3/24-4/22
PLANT METER APR-26	60-6000-53100.00	Electricity	\$8438.79	PLANT METER FROM 3/24-4/22
Total for	AMERENUE		<u>\$22531.15</u>	
AT&T COMPANY				
287351353413-4/26	60-6000-54200.00	Telephone	\$98.15	CELLPHONE/TABLET PLAN
Total for	AT&T COMPANY		<u>\$98.15</u>	
CHARTER COMMUNICATIONS				
INTERNET MAY-26	60-6000-54200.00	Telephone	\$125.49	INTERNET SERVICE 4/24-5/23
Total for	CHARTER COMMUNICATIONS		<u>\$125.49</u>	
COMMERCE BANK - COMMERCIAL CARDS				
DNR-4/6	60-6000-57000.00	DUES, LICENSES & PER	\$51.25	DAMIAN OP-CERT EXAM FEE
Total for	COMMERCE BANK - COMMERCIAL CA		<u>\$51.25</u>	
NATIONWIDE TRUST COMPANY, FSB				
401K 5/8/26	60-0000-22360.00	401(K) Deferred Liabilit	\$805.94	PAYROLL DEDUCTION FOR PAY DATE 5/8/26
401K 4/24/26	60-0000-22360.00	401(K) Deferred Liabilit	\$805.94	PAYROLL DEDUCTION FOR PAY DATE 4/24/26
Total for	NATIONWIDE TRUST COMPANY, FSB		<u>\$1611.88</u>	
UNITED HEALTHCARE SERVICES, INC.				
HEALTH MAY-26	60-0000-22600.00	HEALTH INSURANCE LI	\$3984.04	HEALTH INSURANCE MAY-26
	60-6000-48000.00	Misc. Income	-\$0.02	ROUNDING
	60-0000-13900.00	Accounts Receivable Ot	-\$3668.00	HEALTH INSURANCE REBATE FOR 2025
Total for	UNITED HEALTHCARE SERVICES, INC.		<u>\$316.02</u>	
Waste Management of St. Louis				
7705058-1840-9	60-6000-53250.00	Trash Service	\$116.53	(2) YARD DUMPSTER APR-26
Total for	Waste Management of St. Louis		<u>\$116.53</u>	

2/2
May 15, 2026 10:35 AM

Invoice Number	GL Number	Vendor Name	Check Amount	Comment
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JCWA PAYROLL

Bi-Weekly Payroll

DATE: 4/10/26

PERIOD FROM: 3/22/26 - 4/4/26

NET PAY: \$ 11,774.47

TAXES: \$ 4,121.57

TOTAL \$ 15,896.04

Michelle Vausken
AUTHORIZED ACH/VERIFIED

3027412
Confirmation No.

[Signature]
Processed By

[Signature] n/a
FIT TAX SIT TAX

[Signature] n/a
401K Done Supports

Albrecht:
Overtime (4)
Holiday Overtime (0)

Patton:
Overtime (8)
Holiday Overtime (0)

Schopp:
Overtime (0)
Holiday Overtime (0)

Shane
Overtime (8.5)
Holiday Overtime (0)

Stroup:
Overtime (0)
Holiday Overtime (0)

JCWA PAYROLL

Bi-Weekly Payroll

DATE: 4/24/26

PERIOD FROM: 4/5/26-4/18/26

NET PAY: \$ 11,300.28

TAXES: \$ 3,920.30

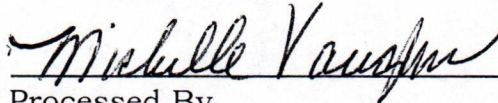
TOTAL \$ 15,220.58



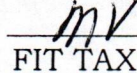
AUTHORIZED ACH/VERIFIED

3095213

Confirmation No.

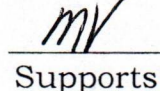


Processed By


FIT TAX


SIT TAX


401K Done


Supports

Albrecht:
Overtime (.50)
Holiday Overtime (0)

Patton:
Overtime (0)
Holiday Overtime (0)

Schopp:
Overtime (0)
Holiday Overtime (0)

Shane
Overtime (1.5)
Holiday Overtime (0)

Stroup:
Overtime (0)
Holiday Overtime (0)

FESTUS/JEFFERSON COUNTY WATER AUTHORITY**SERIES 2021A****BOND PAYMENT SCHEDULE****1/1/2026****through****7/1/2026**

Interest Due 7/1/2026 \$ 171,000.00

Principal Due 7/1/2026 \$ 390,000.00

Irrevocable Deposit 0.00

The monthly P&I installment payments below are due on 5th of each month

<u>Due Date</u>	<u>Principal Due</u>	<u>Principal Credit</u>	<u>Net Principal Due</u>	<u>Interest Due</u>	<u>Total P&I Due</u>
1/5/2026	32,500.00	0.00	32,500.00	28,500.00	61,000.00
2/5/2026	32,500.00	0.00	32,500.00	28,500.00	61,000.00
3/5/2026	32,500.00	0.00	32,500.00	28,500.00	61,000.00
4/5/2026	32,500.00	0.00	32,500.00	28,500.00	61,000.00
5/5/2026	32,500.00	0.00	32,500.00	28,500.00	61,000.00
6/5/2026	32,500.00	0.00	32,500.00	28,500.00	61,000.00
Totals	195,000.00	0.00	195,000.00	171,000.00	366,000.00

Date Prepare:

12/2/2025

Digital Activity ?

TRANSACTION DETAILS

SEND ACH

UMB Bank N A

Tracking ID: 2991608

\$61,000.00

Created Date: 3/30/2026

Payment Details

Created By

Miranda Ohaleck

Authorized

03/30/2026 4:15 PM

Authorized By

Miranda Ohaleck

Process Date

04/29/2026

Effective

05/01/2026

From Account

Water Authority 9614

Total Payments

1

ACH Header

JEFFERSON COUNTY

SEC Code

PPD

Description

Copy of Copy of DEBT

Company Entry Description

JCWA 2021A

Subsidiary Name

JEFFERSON COUNTY

Tax ID

9030407826

Recipient Details

Name	Account	Type	Routing	Ar
UMB Bank N A	9801018981	Checking	101000695	\$61,000.00

Name	Account	Type	Routing	Amount
Recipient Information				
ACH Name				
UMB Bank N A				



LASHLY & BAER, P.C.
ATTORNEYS AT LAW

MISSOURI

714 Locust Street
St. Louis, MO 63101-1699
TEL: 314.621.2939
FAX: 314.621.6844
www.lashlybaer.com

ILLINOIS

122 North Main Street
Edwardsville, IL 62025-1902
TEL: 618.233.5587

Jefferson County Water Authority Lashly & Baer, P.C. Response to Request for Qualifications for General Legal Services

Contact Information

Brian J. Malone

Lashly & Baer, P.C.
714 Locust Street
St. Louis, Missouri 63101-1699
Telephone: 314-621-2939
Direct: 314-436-8375
Email: bmalone@lashlybaer.com
Fax: 314-621-6844



March 30, 2026

Miranda O'Haleck
Treasurer
Jefferson County Water Authority
711 West Main Street
Festus, Missouri 63028
Email: miranda@festusmo.gov

Re: Request for Qualifications General Legal Counsel Services

Dear Ms. O'Haleck:

Lashly & Baer, P.C. is pleased to submit its response to the Request for Qualifications for General Legal Counsel Services for the Jefferson County Water Authority ("JCWA"). We welcome the opportunity to serve as General Counsel to JCWA and to provide ongoing legal services on a long-term relationship.

As outlined in the attached Proposal, Lashly & Baer possesses the experience and depth of resources necessary to meet the JCWA's legal needs. For more than 50 years, our firm has represented municipalities, utilities, and other public sector institutions throughout Missouri. Our attorneys routinely advise public entities on governance, Sunshine Law compliance, procurement, infrastructure and construction contracts, employment matters, real estate and easements, regulatory compliance, and litigation and risk management. We understand the legal and operational challenges facing public water authorities, including compliance with Missouri Department of Natural Resources (DNR) requirements, infrastructure development, rate-related considerations, and the delivery of reliable public services within a highly regulated environment.

We currently serve as City Attorney for numerous Missouri municipalities, including Festus, as well as counsel to regional and public entities such as the Metropolitan St. Louis Sewer District Rate Commission and Bi-State Development Agency. This experience provides us with a strong understanding of the regulatory, operational, and governance issues that are directly relevant to JCWA.

Lashly & Baer is structured to provide responsive, efficient, and practical legal counsel. We recognize that the Authority requires timely advice and consistent availability. Our attorneys are accessible by phone and email and are committed to prompt response times, including availability for urgent and emergency matters. We are prepared to attend Board meetings as requested and to provide proactive guidance to the Executive Director and Board to support sound decision-making and risk management.

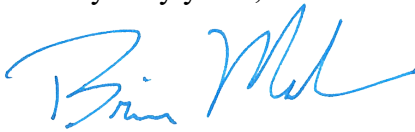
Ms. Miranda O'Haleck
March 30, 2026
Page 2

I, Brian J. Malone, will serve as General Counsel and primary point of contact for JCWA. As Chair of the Firm's Government Practice Group, I have nearly two decades of experience advising public entities on municipal and regulatory matters, including governance, Sunshine Law compliance, contracts, land use, and public operations. I currently serve as City Attorney for the Cities of Ellisville and Festus and have extensive experience working with public officials, boards, and administrative staff. I will be supported by a team of experienced municipal attorneys to ensure that the Authority has access to the full resources of the Firm.

We understand that the JCWA is seeking a long-term partner and confirm our willingness to enter into a five-year engagement, subject to the terms outlined in the RFQ. We are confident in our ability to deliver consistent, high-quality legal services in a cost-effective and responsive manner.

Thank you for your consideration. We appreciate the opportunity to submit this proposal and would welcome the opportunity to discuss our qualifications further. Please feel free to contact me directly at (314) 436-8375 with any questions.

Very truly yours,



Brian J. Malone

BJM/nm

Enclosures

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SECTION 1 FIRM INFORMATION

The legal practice of Lashly & Baer, P.C. was established in 1912 and extends to the representation of municipalities and other governmental and public agency clients, as well as national, regional and local clients consisting of individuals, businesses, and nonprofit clients who are active in many significant industries and range in size from small start-up enterprises to established international companies.

Office Locations The Firm's offices are located at 714 Locust Street, St. Louis, Missouri 63101; 314-621-2939 (telephone); 314-621-6844 (facsimile); and at 122 North Main Street, Edwardsville, Illinois 62025, 618-233-5587 (telephone).

Website The firm website is www.lashlybaer.com.

Management The Firm is governed by a five-member Board of Directors consisting of Lisa O. Stump, Stuart J. Vogelsmeier, Michael R. Barth, Mark R. Feldhaus, and James C. Hetlage. Lisa O. Stump is President and Chief Executive Officer of the Firm.

Practice Areas The Firm is divided into client groups for Governmental and Public Institutions, Private Business, and Litigation.

Governmental and Public Institutions Brian J. Malone is Chair of the Governmental and Public Institutions Practice Group.

For over 55 years, Lashly & Baer has provided sound legal counsel to public sector institutions. During this time, we have earned a solid reputation for prompt legal services at a reasonable cost. We believe that providing smart legal advice is vital, but providing this help in a timely manner is just as critical to meeting your legal needs. Our attorneys are experienced and trial-tested in the statutes and regulations affecting public agencies. We represent a variety of clients, including multiple cities, major school districts, a multi-state compact agency, libraries, and a rate review agency. Lashly & Baer has the experience to handle drafting ordinances, resolutions, contracts and leases, and to address public bidding, tax increases, bond issues, employment and labor matters, real estate, condemnation, inter-governmental relations, and other legal issues that government and public agencies regularly face.

Private Business Stuart J. Vogelsmeier is Chair of the Private Business Practice Group.

The Private Business Practice Group provides representation to privately and publicly-held business enterprises, organizations, health care entities, partnerships, nonprofit organizations, financial institutions, limited liability companies, individuals, joint ventures, estates and trusts, engaged in manufacturing, distribution, wholesale, retail, construction, transportation, professional and other service businesses concerning banking, bankruptcy and creditor rights, health, insurance, labor, employment, real estate, environmental issues, tax matters, and mergers and acquisitions.

Litigation Jeffrey E. Atkinson and Patrick E. Foppe are the Chairs of the Litigation Practice Group.

The Litigation Practice Group represents our clients in all types of defense litigation including, banking, common law fraud, construction disputes, contracts, cybersecurity, employment, , errors and omissions, federal and state taxation, intellectual property disputes, malpractice, mergers and acquisitions, lender liability, libel and slander, officer and director liability, personal injury defense, premises liability, product liability and performance, professional liability, real estate, securities, , transportation matters, workers compensation and unfair competition.

Personnel The personnel of the Firm consist of 54 attorneys, including 26 Shareholders, 10 associates, and 18 of counsel; 6 paralegals; and 26 administrative staff.

Attorney Profiles The detailed profiles of the attorneys who we anticipate will primarily provide services to the Jefferson County Water Authority are found in Section 3 of this proposal. Each of our attorneys is licensed to practice in Missouri. As the Firm has grown, we have been requested to serve our clients on a regional and national basis. As a consequence, more than half of our attorneys are licensed in Illinois and some are licensed to practice in California, Massachusetts, New York, North Carolina, and Texas as well as being admitted to practice before the United States Supreme Court, the United States Court of Appeals for the Second, Seventh, Eighth, Tenth, and Federal Judicial Circuits, and the United States District Courts for the Eastern District of Missouri, the Western District of Missouri, the Central, Northern, and Southern Districts of Illinois, and the Eastern and Southern Districts of New York.

Technology Lashly & Baer emphasizes a secure, modern, and high-performing technology environment to support both clients and staff. The firm meets and exceeds industry standards for information security. Its infrastructure is built on a virtualized VMWare system supported by HP servers and enterprise storage, ensuring reliability and resilience. Operating within a Microsoft ecosystem using Windows 11 and Microsoft 365, the firm also leverages specialized platforms such as iManage for document management, LexisNexis and DISCO for legal research and eDiscovery, and Coyote for accounting.

Employees are equipped with secure laptops and remote access capabilities, allowing seamless work from anywhere while maintaining data security and productivity. The firm supports operations with high-speed fiber internet, a Mitel VoIP system, and networked multifunction devices, along with server-based faxing and mobile access to essential resources. Through continuous investment in advanced technology and security, Lashly & Baer delivers efficient, reliable, and secure legal services while supporting business continuity and work-life balance.

Jefferson County Water Authority Accountability Attorney Brian J. Malone will have ultimate responsibility and accountability for the legal services provided to the Jefferson County Water Authority. Mr. Malone will serve as the General Counsel and will be the main point of contact for the Authority.

Brian J. Malone
Direct: 314-436-8375
Cell: 314-374-2783
Email: bmalone@lashlybaer.com

Summary of Attorneys' Qualifications and Experience

Attorney	Role for JCWA	Years of Practice	Missouri Bar Number	Municipal/Public Sector Focus	Key Highlights
Brian J. Malone	Shareholder / Primary Attorney	19 years	36769	Zoning & land use, election law, Sunshine Law, contract review, governance	Chair of Government Practice Group; City Attorney for Ellisville & Festus; argued before Missouri Supreme Court; frequent presenter on municipal law
Andrew R. Bramman	Shareholder / Zoning & Prosecutorial Background	7 years	69980	Land use & zoning, contracts, employment law, Sunshine Law	City Attorney for Lakeshire, Normandy, Oakland, and Pasadena Park
Julie Z. Devine	Shareholder / Litigation & Employment Advisor	22 years	58823	Employment counseling, compliance, litigation, workplace policy	Extensive trial experience; advisor to public and nonprofit employers; frequent lecturer on employment law
James C. Hetlage	Shareholder / Employment & Governance Support	36 years	58268	Sunshine Law, employment & labor, litigation, elections, economic development	City Attorney for Brentwood, Glendale, Maplewood & Wentzville; extensive trial and appellate experience
Lisa O. Stump	Shareholder / Legislative & Contract Support	36 years	38520	Contracts, constitutional limits on taxation, bond issues, public records	President of Lashly & Baer; City Attorney for Crestwood; frequent lecturer on Sunshine Law and governance matters
Judge Jimmie M. Edwards	Counsel / Litigation & Government Advisor	44 years	31010	Litigation, government compliance, diversity initiatives	Longtime circuit judge; extensive trial and appellate experience; nationally recognized for judicial excellence and community impact
Haley K. Dierks	Associate / Public-Sector Counsel	1 year	76599	Governance, procurement, employment, Sunshine Law	Supports municipal clients with ordinance drafting, contract review, compliance, and various personnel matters

Lyndee R. Fritz	Associate / Municipal Support	5 years	72525	Land use, municipal contracts, governance	Drafts ordinances, agreements, and advises on scope of authority; experience in litigation and code enforcement
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The attorneys within the Government Practice Group are active in a wide variety of national, state, and local professional associations, including: the American Bar Association; the International Municipal Lawyers Association; Missouri Municipal League; National Council of School Attorneys; National School Boards Association; National Association of Bond Lawyers; Worldwide Employee Benefits Network; National Association of Public Pension Attorneys; the Missouri Bar; Missouri Organization of Defense Lawyers; Missouri Association of Trial Attorneys; FOCUS St. Louis, Leadership St. Louis; Municipal Attorneys Association of Metropolitan St. Louis; Human Resources Management Association; Missouri School Boards' Association; the Bar Association of Metropolitan St. Louis; the St. Louis Lawyers Association; St. Louis Bar Foundation; Women Lawyers' Association; Mound City Bar Association; as well as court and administrative agency advisory committees. Members of the Firm have held leadership positions in many of these professional associations.

Recent Publications and Lectures

Our attorneys regularly attend appropriate continuing legal education seminars to ensure that we remain abreast of recent developments in the law. However, we go well beyond attending such seminars, as we regularly present at conferences and seminars, and prepare articles and legal briefings on a myriad of municipal and public-sector legal issues. These include, but are not limited to, the following lectures and publications:

Brian J. Malone

- Author: *"Developments in the Law Regarding Warrantless Arrests,"* Journal of the Missouri Bar
- Author: *"Demystifying the Second Amendment Preservation Act: A Guide for Cities and Police Departments,"* Missouri Municipal Review
- Author: *"News from the Bench: Considering the Right to Bear Arms,"* Missouri Municipal Review
- Author: *"The Right to Regulate the Right to Bear Arms,"* Missouri Municipal Review
- Editor: *"Planning & Zoning Procedures for Missouri Municipalities (2023 edition),"* Missouri Municipal League
- Lecturer: *"Impacts of Legalization of Marijuana for Missouri Employers and Municipalities,"* Missouri Bar CLE
- Lecturer: *"Guns in the Public Square: A Practical Guide for Local Governments in the Era of Permitless Carrying of Firearms,"* Missouri Municipal League

Andrew R. Bramman

- Lecturer: *"Public Works Contracts in Missouri,"* Missouri Municipal League
- Lecturer: *"Sunshine Law 101,"* Missouri City Clerks and Finance Officers Association
- Lecturer: *"Planning & Zoning Best Practices,"* Missouri Municipal League

- Lecturer: *“Challenging/Defending the Constitutionality of Zoning and Land Use Actions,”* National Business Institute
- Lecturer: *“Land Use and Zoning Fundamentals, Case Law, and Legal Update,”* National Business Institute
- Panelist: *“State and Local Government Law Career Panel,”* Saint Louis University School of Law
- Lecturer: *“Constitutional Issues and Case Law,”* National Business Institute
- Lecturer: *“Ethics Training for Newly Elected Officials–Dos and Don’ts,”* Municipal League of Metro St. Louis

Julie Z. Devine

- Lecturer: *“AI in HR: Legal Risks in Hiring, Monitoring, and Workforce Management,”* USLAW Network Conference, Colorado Springs, CO
- Lecturer: *“Empowering Ambition: Navigating Flexible Hybrid Work Models for Women’s Success,”* USLAW Network Women’s Connection, Asheville, NC
- Lecturer: *“It’s All About the Class (Actions),”* USLAW Network Labor and Employment Forum, Chicago, IL
- Lecturer: *“The Bermuda Triangle – The Interplay Between FMLA, ADA, and Workers’ Compensation,”* USLAW Network Conference, Dana Pointe, CA
- Moderator: *“How Companies Can Maintain DEI Momentum While Navigating and Avoiding Legal Risks,”* USLAW Network Labor and Employment Forum, Las Vegas, NV
- Lecturer: *“Compliance with Title IX and Its Future,”* Missouri School Boards Association, Kansas City, MO
- Lecturer: *“ADA Accommodations Post-COVID,”* USLAW Network, Austin, TX
- Moderator: *“How to Address COVID’s Mental Health and Physical Issues Within Companies and the Increased ADA and EEOC Claims that are Being Filed,”* USLAW Network Women’s Connection, San Diego, CA
- Lecturer: *“Addressing Employee Mental Health Amid the Challenges of the Last Two Years,”* SHRM Legal Roundtable, St. Louis
- Author: *“Preventing Discrimination and Harassment, Efforts to Address Racial Justice Both Inside and Outside of Medical Workplaces,”* St. Louis Metropolitan Medicine
- Author: *“The #MeToo Movement and Medicine,”* St. Louis Metropolitan Medicine
- Past Lectures: *The Work-From-Home Revolution and Legal Consequences; By Women for Women Panel Discussion: The Employment Law Horizon: Hot Topics and Trends in the COVID-19 World; Impacts of the Families First Coronavirus Response Act and the Coronavirus Aid, Relief, and Economic Security Act (CARES Act); Practical Advice to Prevent Retaliation Claims; Medical Marijuana and the Workplace; ADA – From Accommodation to Discrimination; The Mentally Ill Employee: Compliance with ADA & FMLA Mandates; Background Checks and the New Wave of Litigation; Responding to the Department of Labor’s Overtime Regulations*

James C. Hetlage

- Lecturer: *“Public Sector Labor Negotiations,”* Missouri Municipal Attorneys Association
- Lecturer: *“Employment Law Update,”* Missouri Municipal Attorneys Association
- Lecturer: *“Personnel Law Updates for Missouri Municipal Employers,”* Missouri Municipal League and Missouri Municipal League Elected Officials

- Lecturer: *“The Family & Medical Leave Act,”* Government Finance Officers Association of Missouri
- Lecturer: *“Americans with Disabilities Act and Reasonable Accommodations Under the ADA,”* Missouri Municipal Attorneys Association
- Lecturer: *“Impacts of Legalization of Marijuana for Missouri Employers and Municipalities,”* Missouri Bar CLE
- Panelist: *“Impacts of the Families First Coronavirus Response Act (CARES Act),”* Missouri Municipal League, (with Julie Devine)
- Lecturer: *“Recent Developments in the Family and Medical Leave Act,”* Leading Age Legal Issues Seminar
- Lecturer: *“Fair Labor Standards Act for Public School Districts,”* MSBA
- Lecturer: *“Social Networking Websites in the Workplace – What’s Legal; What’s Not,”* MSBA
- Past Lectures: *Employment Issues Facing Missouri Educators; Drug Testing of Private and Public Employees; Recent Developments in ADA and FMLA; Employment Laws for Missouri School Districts; Selecting and Terminating Employees*

Lisa O. Stump

- Lecturer: *“Dealing with Difficult Board Meetings,”* MoASBO
- Lecturer: *“Procurement & Contracts: Best Practices for Missouri Political Subdivisions,”* MoASBO
- Lecturer: *“FERPA – Management and Protection of Student Records,”* MoASBO and MASA
- Lecturer: *“Elections – What To Do and Not Do (Board, Bond Issue, Tax Levy),”* MoASBO
- Lecturer: *“Walking on Sunshine – Sunshine Law Requests,”* MoASBO
- Lecturer: *“Protecting Student Privacy,”* MoASBO
- Lecturer: *“Elections – What To Do and Not Do (Board, Bond Issue, Tax Levy),”* MoASBO
- Lecturer: *“Missouri Procurement Laws and Related Issues,”* Greater St. Louis ASBO
- Lecturer: *“Electioneering Activities,”* Missouri School Public Relations Association
- Lecturer: *“Social Networking – Legal Implications in School Operations,”* MoASBO
- Past Lectures: *School Violence Issues - Protecting our Schools in Missouri; School Safety, Hot Topics in School Law; IDEA Individuals with Disabilities Education Act; Safety and Security Issues in Schools: Legal Means of Protecting Children and Teachers; Managing a Crisis in Your School; Religion in Public Schools; Disclosure of Confidential Information; Unresolved Sunshine Law Issues; Legal Issues Affecting the Use of Internet in Schools; Executive Board Minutes; Meetings and Other Requirements of the Missouri Sunshine Law; Confidentiality of Student Records; Legal and Ethical Issues for School Counselors Workshop; Students – Bullying, Smartphone, Sexting and More...; Update on School Violence; The Use of Social Media and More; Legal Updates on Student Discipline for Off-Campus Conduct; Child Abuse Reporting, School Violence and More*
- Media: Television and radio interviews on bullying and cyberbullying

Lyndee R. Fritz

- Author: *“FAQ: Handling Disruptions At City Meetings,”* Missouri Municipal League
- Lecturer: *“Sunshine Law 101,”* MoCCFOA

SECTION 2 STATEMENT OF QUALIFICATIONS

The cornerstone of Lashly & Baer is 114 years of experience providing quality legal services to public and private entities throughout the State of Missouri and beyond. Our representation of public entities is a true partnership, grounded in responsiveness, trust, and a commitment to delivering practical, cost-effective solutions. We provide each client with individualized attention while also offering the resources of a full-service law firm. Our attorneys bring experience across virtually every major area of practice, including real estate, construction, tax, health care, litigation, and mergers and acquisitions, allowing us to address the full range of legal issues that may arise in serving as General Counsel to the Jefferson County Water Authority.

We currently serve as City Attorney for numerous Missouri municipalities, including Brentwood, Crestwood, Ellisville, Festus, Glendale, Lakeshire, Maplewood, Normandy, Oakland, Richmond Heights, and Wentzville, as well as Highland and Litchfield, Illinois. In addition, we serve as Prosecuting Attorney for several municipalities and represent a wide range of public entities, including the Metropolitan St. Louis Sewer District Rate Commission, Bi-State Development Agency (Metro), the Rockwood School District, the Ferguson-Florissant School District, the Board of Election Commissioners for the City of St. Louis, the DeSoto Public Library, the St. Louis Public Library, and the St. Louis County Library. This breadth of experience reflects our ability to address the diverse and complex legal needs of public agencies.

Proposed Approach for Providing Legal Services to the Jefferson County Water Authority

The Jefferson County Water Authority can expect legal services that are timely, efficient, and practical. We understand that public entities require prompt and reliable legal guidance, and we are committed to delivering well-reasoned solutions without delay. Our attorneys are accessible and responsive, ensuring that questions are addressed and issues resolved in a manner that supports the Authority's ability to serve its residents effectively.

Our approach is proactive and focused on risk management. We work closely with our clients at the planning stage to identify potential legal issues, avoid unnecessary disputes, and develop practical strategies that support sound decision-making. Whether addressing governance, procurement, employment, land use, or other matters, our goal is to help the Authority operate efficiently while minimizing legal exposure.

Brian J. Malone will serve as General Counsel and will have primary responsibility for all legal services provided to the Authority. He will remain directly involved in all matters and ensure continuity, accountability, and a thorough understanding of the Authority's operations. He will be supported by a team of experienced municipal attorneys, including associates Haley K. Dierks and Lyndee R. Fritz, along with Shareholders Andrew R. Bramman, Julie Z. Devine, Jim C. Hetlage, Lisa O. Stump, and Counsel Attorney Judge Jimmie M. Edwards. This team-based approach allows us to assign work efficiently, utilizing the appropriate level of experience for each task while maintaining consistent oversight.

In addition to addressing day-to-day legal needs, we provide ongoing support through training for elected officials and staff, as well as timely updates on new legislation, regulations, and court

decisions affecting public entities. Our Government and Education Practice Group, supported by the broader resources of our firm, ensures that the Authority has access to comprehensive legal expertise across all relevant areas, including public finance, utilities, contracts, real estate, and risk management.

For these reasons, Lashly & Baer is uniquely qualified to serve as General Counsel to the Jefferson County Water Authority and to provide the consistent, high-quality legal services the Authority requires.

Representative Municipal & Public Clients

Lashly & Baer has served as City Attorney, General Counsel, or Special Counsel for numerous Missouri and Illinois municipalities and public entities. Current and recent clients include:

- **Cities:** Brentwood, Crestwood, Ellisville, Festus, Glendale, Lakeshire, Maplewood, Normandy, Oakland, Wentzville, Village of Pasadena Park; as well as Illinois cities including Breese, Collinsville Township, Choteau Township, Highland, Litchfield, Wood River, Village of Elsah.
- **Regional & Public Authorities:** Metropolitan St. Louis Sewer District Rate Commission, Bi-State Development Agency (Metro), St. Louis Public Library, St. Louis County Library District, St. Louis City Board of Election Commissioners, St. Louis Housing Authority.
- **School Districts & Education:** Rockwood School District, Ferguson-Florissant School District, Lutheran High School Association, Missouri Association of Secondary School Principals.
- **Nonprofit & Civic Organizations:** Downtown St. Louis Community Improvement District, Kingsbury Park District (IL), Missouri Foundation for Health, Urban League of Metropolitan St. Louis, Parsons Blewett Memorial Fund.

This breadth of experience reflects decades of representing clients with challenges and needs comparable to those of the JCWA.

Governance and Board Counsel

Lashly & Baer understands how public entities function. We assist our clients in calling, conducting and recording public meetings, executive sessions, internal bylaws and rules of order for conducting business at meetings, the necessary majorities for particular issues and documentation of official actions. We are conversant with Robert's Rules of Order, and can immediately give advice at public meetings on procedural rulings under Robert's Rules.

We advise municipal institutions on various governance matters, including the procedural requirements of meetings, the Missouri Sunshine Law, conflicts of interest, resignation, appointment and election of city council members, and the filing of financial disclosure statements under the Missouri ethics law. We also have advised board and city council members on issues

related to the disclosure of confidential information, preparing agendas, and the rights of minority members.

We have prepared thousands of ordinances, resolutions and other legislation for consideration by the governing bodies of municipal and public entities. We have drafted local, state and federal legislation required to amend and to grant power and authority necessary to effectively carry out existing and new functions of public agencies. We have provided advice and drafted policies for governmental clients on public records, disposition of surplus property, conflict of interest, nepotism, indemnification of public officials, financial disclosure requirements, investment policies, lobby regulations, fiduciary obligations, use of public money, election issues, appointments and resignations, delegation of authority, minority participation, facilities usage and procurement matters.

Our experience with the Missouri Sunshine Law is extensive. We have represented our clients in numerous court cases involving Sunshine Law issues. We have completed Sunshine Law audits for our clients and routinely advise clients in responding to Sunshine Law requests. Furthermore, we provide proactive advice on an entity's obligations with respect to the disclosure of records and open meetings. We have also recently consulted with our clients on the issue of record retention, and drafted policies and regulations on record retention to comply with legal requirements. We are familiar with the issues related to the retention of e-mails and other electronic information.

Lashly & Baer is proficient in all issues regarding elections. We provide advice on issues including the timing for ballot propositions, appropriate ballot language, and campaign financial disclosures. We have successfully sought court intervention in the election process when necessary to protect our clients' interests in election issues.

We have extensive experience relating to electioneering issues and in interpreting the prohibition against the use of public funds to advocate, support or oppose a candidate or ballot issue under Section 115.645 of the Missouri Revised Statutes. We have advised clients of the permissible uses of and limitations on the use of public resources for electioneering purposes, including the e-mail system of the city or district. We have reviewed materials during elections to ensure they are informational only and not in violation of Section 115.645 of the Missouri Revised Statutes. We have represented public entities in complaints filed with the Missouri Ethics Commission relating to election activities.

On a daily basis, our attorneys advise and provide legal opinions to public institutions on general municipal matters. For example, we have provided legal opinions to municipal clients regarding use and limits of specifically designated public funds, constitutionality of political sign and canvassing restrictions, tax abatement issues, valid exercise of police power, public health and safety concerns, patron harassment prohibitions, controversies over requisite voting majorities, proper procedures for annexation, dedication and vacation of property, common service cooperation matters, collective bargaining, business and liquor license disputes, enforceability of public intoxication ordinances, and indemnity, insurance and sovereign immunity waivers.

Contracts & Procurement

We have been involved in the preparation, negotiation, and review of all varieties of contracts, public bidding and purchasing documents. We review all contracts to be considered by our municipal governing board clients for their general operation and function including matters like purchase and leasing of equipment, materials, furniture, general goods and services, vendor and contractor procurement, special events and tourism services. We advise our clients on the applicability of cooperative purchasing to save our public entities time, resources and funding. We regularly review business and liquor license/permit application and procedure matters.

Lashly & Baer fully understands applicable bidding and procurement laws, including the requirements for acquisition of goods and supplies, for entering into renovation and construction projects, and for solicitation and selection of professional services. We advise public sector clients on governmental purchasing policies, bid and proposal preparation, negotiation regarding procurements, sealed bids, requests for proposals, requests for qualifications, protests, administration of government contracts after award, adequacy of contract performance, satisfaction of contract requirements and remedies for breach and litigation.

We have wide experience in the review and drafting of general intergovernmental agreements which are constitutionally and statutorily authorized and frequently provide advice to our clients concerning the subjects that can be covered by such agreements. We are well-versed in public/private cooperative matters.

Lashly & Baer regularly advises public sector clients in transactions for the purchase and sale of goods and services; installation of equipment and furnishings; licenses and leases; utilities; personnel services; energy savings projects; and lease-purchase agreements. The Firm assists in all aspects of construction and renovations of buildings, including professional services for construction management, general contracts, architecture, and engineering.

We counsel governmental agencies in bid protests, arbitration and litigation with vendors, sureties and consultants covering, among other things, compliance with specifications, payment for changed conditions, defective specifications by a consultant, termination for convenience, open competitive bidding, Buy America and Buy Missouri compliance, mechanic's liens, prevailing wage requirements for service contracts, conflicts between state and federal law, prompt pay acts, sales tax exemption, responsiveness and responsibility issues, performance bond requirements, and state and federal requirements for DBE/MBE/WBE programs.

Lashly & Baer is conversant with local, state and federal laws and regulations regarding minority and disadvantaged business enterprise participation. We have advised governmental agencies in formulating and implementing minority and disadvantaged business enterprise participation policies (governing procurement of goods and services as well as construction). We are prepared to anticipate such issues, and to offer for consideration workable solutions to advance the objectives of our client and the community.

The Firm routinely handles insurance matters that arise in the context of municipal or district ownership, management and operations and is well-versed in insurance issues pertaining to protections under sovereign immunity.

Regulatory & Compliance

Lashly & Baer has extensive experience advising public entities on regulatory compliance and operational matters governed by state and federal law. We have served as counsel to the Rate Commission for the Metropolitan St. Louis Sewer District (“MSD”) since the Commission’s establishment in 2000. We have worked with the Rate Commission to prepare the detailed report on all proposed rate increases by MSD. We are deeply familiar with the factors that must be considered in setting rates, and with compliance with state and federal regulations. We routinely counsel municipalities and public agencies on compliance with Missouri Department of Natural Resources (“DNR”) requirements, including those related to water systems, environmental regulations, permitting, reporting obligations, and enforcement matters. Our attorneys understand the regulatory framework that governs public water authorities and utilities, and are well-positioned to assist the Jefferson County Water Authority in maintaining compliance while efficiently advancing its operational objectives.

Our experience includes advising clients on issues arising under the Missouri Safe Drinking Water Law, the Clean Water Act, and other applicable federal and state environmental statutes and regulations. We assist public entities in navigating regulatory approvals, responding to agency inquiries, and addressing potential violations or enforcement actions.

In addition to environmental compliance, we provide comprehensive legal support on public utility and water authority matters, including governance, rate-setting considerations, intergovernmental agreements, infrastructure development, and procurement. We are familiar with the legal and operational challenges faced by water authorities and understand the importance of balancing regulatory compliance with the delivery of reliable and cost-effective public services. By combining our regulatory knowledge with our broader experience representing public entities, we are able to deliver practical, responsive, and effective counsel tailored to the needs of the Jefferson County Water Authority.

Employment and Personnel

The laws pertaining to the employment of public employees are complex and present myriad issues that are not relevant in traditional private-sector employment situations. Lashly & Baer’s governmental attorneys have focused on the nuances of public-sector employment law to ensure that their clients are able to address the hiring, discipline and dismissal of employees in an efficient and economical manner. We have considerable experience in the area of tenured and contractual employee hiring, discipline and dismissal. We conduct employee discipline hearings and advise boards and administrators on a regular basis regarding their legal obligations with respect to disciplining and terminating employees. We counsel our clients regarding compliance issues to help them avoid litigation. We have worked directly with public entities to address reorganizations and reductions in force in light of budget constraints.

We represent the governing bodies of public entities, and their administrators individually, in employment matters filed by disciplined employees in Missouri and federal courts. We have represented boards and administrators in employment discrimination cases involving age, race, sex, and disability discrimination and have successfully resolved such cases through summary judgments, trials and mediations. Our employment attorneys are further experienced in handling

First Amendment free speech and freedom of association cases, Fourth Amendment unreasonable search and drug testing cases, and Fifth Amendment due process and equal protection cases.

We regularly draft and update employment policies and ordinances for public entities based on changes in law. These policies govern situations involving employee conflicts of interest, sexual harassment, drug testing, acceptance of gifts, codes of ethics, reporting of child abuse, religious activities by employees, criminal background checks, employee participation in political activities and reporting acts of violence. We draft employee policies for public entities to comply with various federal and state laws such as the Family and Medical Leave Act, the Americans with Disabilities Act, the ADA Amendments Act, the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, the Genetic Information Nondiscrimination Act, the Fair Labor Standards Act and the Missouri Safe Schools Act. We prepare specific employment policies governing employee hiring, discipline, and dismissal.

Public-sector labor law and the right of public-sector unions to engage in collective bargaining have certainly changed in Missouri. Our public-sector employment lawyers have been at the forefront of these developments, including the representation of a school district before the Missouri Supreme Court on the status of meet and confer. We have actively participated in and counseled municipalities and school districts on collective bargaining and the labor relations process. Further, we are experienced in handling labor arbitrations on grievances filed by public-sector union employees.

Lashly & Baer provides extensive guidance on civil rights and constitutional law questions. We have been involved in numerous public agency employment litigation cases involving sex, disability, race, and age-based discrimination under the Missouri Human Rights Act, Title VII and Title IX of the Civil Rights Act, the ADEA, the ADA, the ADAAA, the FMLA and the Rehabilitation Act.

In addition, the Firm has broad experience in representing governmental agencies in the design, implementation and administration of employee benefit plans. We advise on issues of plan administration, the authority of governing boards to act under federal and state statutes and/or local ordinances or plan documents, as well as issues of fiduciary responsibility under federal and state law. We understand the special treatment accorded to governmental retirement plans as exempt from certain provisions of the Internal Revenue Code and as exempt from the Employee Retirement Income Security Act of 1974, as amended (“ERISA”).

We provide guidance to the Ferguson-Florissant and Rockwood School Districts in connection with participation in the Missouri Public School Retirement System, the St. Louis Public Library in connection with its participation in the Employees Retirement System of the City of St. Louis, and our municipal clients in connection with their participation in LAGERS. We have advised our clients who engage in public safety concerning implementation of the Pension Protection Act income exclusion for retirement plan distributions used to pay for health insurance.

We have advised governmental plan trustees and governmental staff on the use of tax revenue and public funds in pension plans, the effect and usage of tax rollback procedures on the applicability of various statutes and ordinances and defined benefit plan funding duties under state law.

Real Estate/Land Use/Annexation/Zoning

The Firm has represented public agencies faced with some unique challenges which required aggressive, cost-effective, and timely lawyering. Our representation of public agency and private clients in hundreds of development projects has required an understanding and analysis of land use regulations by scores of municipalities and counties, and the various standards of implementation by public officials. Our lawyers regularly prepare real estate and other property rights instruments to establish and memorialize the project structure needed and envisioned by our clients. We regularly advise our municipal and other public-sector clients on the use of special taxing districts and tax increment financing in connection with real estate development.

We routinely participate and advise municipalities in real estate transactions including purchase, sale, leasing, licensing, deed restrictions, easements, other use rights and restrictions, redevelopment, public/private use, construction, contractor, architect, engineer, design, construction manager, project manager and other like agreements, utility, use and access easements, street vacations and dedications, zoning code amendments, conditional use permits, spot zoning issues, variances, zoning and public health and safety concern conflicts among government agencies, insurance, liability and sovereign immunity issues affecting condition of property, effects of bankruptcy in property lease and other matters, disabled and handicapped access to public facilities, underground storage tanks, assembly and acquisition of property, environmental issues, trust indenture requirements, land use, air right and ground leases, annexation, condemnation and zoning.

Our attorneys regularly handle matters involving drafting, revising and interpreting municipal zoning codes and advising municipalities on the proper enforcement of their zoning ordinances. We advise cities on the proper exercise of their zoning authority, the standards for the issuance of conditional use permits, the appropriateness of rezoning decisions, and the application of zoning codes to new developments within cities. We work closely with city planners and community development staff regarding interpretation of zoning codes, the proper use of planned development zoning and the interplay between the interests of multiple public entities when other public entities seek to develop property within a city. The Firm also has experience in advising elected officials and planning and zoning commissions regarding the proper scope of review for various development proposals.

We regularly advise municipal clients regarding annexation of unincorporated land into city boundaries. Our annexation work includes advising cities on proper annexation procedures, determination of appropriate zoning upon annexation, and compliance with St. Louis County Boundary Commission procedures.

Condemnation/Eminent Domain

Lashly & Baer attorneys have represented cities, school districts, the Bi-State Development Agency and other public entities in condemnation matters for many years. We were directly involved in the acquisition of all necessary right of way, including the filing and pursuit of many condemnation actions, for Phase One of the MetroLink alignment from the City of St. Louis to St. Louis Lambert International Airport. We have filed condemnation actions for many unique property acquisitions on behalf of our public entity clients. Lashly & Baer attorneys have argued

authority to take and public use issues, as well as trying numerous cases to verdict for determination of condemnation damages. Our attorneys are also experienced in negotiating right of way and other property acquisitions prior to filing condemnation actions and during the condemnation process to ensure that municipal clients obtain the necessary property interest in a timely manner while also working to minimize financial exposure.

Litigation & Risk Management

The attorneys within our Governmental Practice Group are experienced at litigating the legal issues impacting our public-sector clients. We have been involved in definitive litigation before trial and appellate courts, and administrative agencies at the local, state and federal levels regarding employee relations; zoning and land use disputes; construction; personal injury and sovereign immunity; collective bargaining for public employees; the conduct of public meetings, and the impact of various constitutional issues upon the operations of public institutions, including search and seizure, freedom of religion, freedom of speech, equal protection under the law, freedom of association and due process, election and public expenditure issues as well as fiduciary obligations, financing of public operations and facilities, election laws, the exercise of eminent domain, handicapped access, taxation, legislation, resource recovery, public finance, public sale and procurement matters; and extensive contract and construction litigation.

We have represented public-sector clients in arbitration, mediation and litigation in state and federal courts among developers, owners, contractors, vendors, consultants, subcontractors, sureties, architects, engineers, construction managers, funding agencies, and public interest organizations.

We have successfully litigated and represented public clients in a variety of matters including zoning, bid protests, arbitration and litigation with vendors, sureties and consultants covering, among other things, compliance with specifications, payment for changed conditions, defective specifications by a consultant, termination for convenience, open competitive bidding, Buy America and Buy Missouri compliance, mechanic's liens, prevailing wage requirements, conflicts between state and federal law, prompt pay acts, sales tax exemption, responsiveness and responsibility issues, performance bond requirements, and state and federal requirements for DBE/MBE/WBE programs, personal injury, sovereign immunity, collective bargaining, open meetings law, constitutional matters, public fund expenditures and public financing. We are also on the panel of authorized legal counsel for the Missouri United School Insurance Program (M.U.S.I.C.), the self-insurance pool for participating school districts. As counsel for M.U.S.I.C., we have represented school districts throughout the state in litigation.

Lashly & Baer has represented public entities in all types of litigation, including extensive civil rights, contract and construction litigation. We have been involved in numerous school employment litigation cases involving sex, disability, race and age-based discrimination under Title VII and Title IX of the Civil Rights Act, the ADEA, the ADA, the FMLA, the Rehabilitation Act and the Missouri Human Rights Act. Our experience includes representing public entities on civil rights claims before the Missouri Commission on Human Rights and the Equal Employment Opportunity Commission.

We strive to confirm our reputation as outstanding litigators. In doing so, we have adapted to changes in business and our community and have met the increasing demand for competent, experienced litigators. The Firm provides experience, dedication, and a commitment to our clients' needs and goals, delivering the best legal services available. We help our clients avoid or minimize litigation, and when we go to court, we seek the best possible result in the most efficient, cost-effective manner.

Our practice encompasses trial and appellate representation before federal and state courts and involves multi-district litigation, class actions, injunctions and declaratory judgment cases and arbitration. We represent clients in administrative and regulatory hearings and investigations conducted by governmental agencies. We are experienced litigators and we strive to advise our clients on the use of litigation because it is often not the exclusive remedy. We discuss with our clients the expense of options and probability of results so that management of litigation can best serve our clients' interests.

A summary of some of the recent cases that we have handled on behalf of cities and other public entities follows:

State of Missouri ex rel. Eric S. Schmitt/Andrew Bailey, Missouri Attorney General, v. Rockwood R-VI School District; Case No. 22SL-CC01753 – The Attorney General brought this lawsuit against Rockwood alleging that Rockwood violated the Sunshine Law by requesting fees to fulfill the Attorney General's requests for any of Rockwood's communications with federal agencies and school board associations. The trial court granted our motion to dismiss on the grounds that the fees requested by Rockwood were permitted by the Sunshine Law.

Jeffrey Spiegel v. Ferguson-Florissant School District; Case No. ED10927 – We successfully represented the Ferguson-Florissant School District in the trial court and the Court of Appeals in a lawsuit brought by its former Superintendent seeking a declaratory judgment that the District was contractually obligated to maintain Dr. Spiegel's health insurance. Based on Sections 169.590.3 and 432.070 RSMo, the trial court and Court of Appeals ruled in favor of the District and refused to enforce a contract that had an improper purpose.

City of Frontenac v. St. Louis County Library District; 19SL-CC02728 – We represented the Library District in the City of Frontenac's suit seeking to prevent the Library District from constructing an administration building within the City. The court granted our motion to dismiss on the grounds that Frontenac lacked standing due to the Library District not being subject to the City's zoning regulations. Frontenac appealed and a settlement was reached that permitted the building to be constructed with modifications.

City of Crestwood v. Affton Fire Protection District, et al.; 17AC-CC00281 – We represented Crestwood in a lawsuit challenging as a special law, a statute applicable only to Crestwood and a few other cities in St. Louis County, requiring annual payments to the Fire Protection District. We also challenged the statute as violating the due process rights of Crestwood residents, and violating the Hancock Amendment. The trial court granted judgment in favor of the Fire Protection District. We appealed the case to the Missouri Supreme Court. While the case was pending, the court significantly altered the standard under which special laws were evaluated. The Court ruled that

the statute at issue was not a special law under the new standard and entered judgment against the City.

Christopher Thornton v. City of Brentwood; 20SL-CC05979 – Plaintiff sought a writ of mandamus to compel the City to prepare and provide records extracted from GPS data for City police vehicles. We obtained a court order quashing the preliminary order in mandamus, and dismissal of the suit.

Phillip Weeks v. Regional Justice Information Services Commission (“REJIS”), et al.; 19SL-CC05244 – We obtained summary judgment on behalf of REJIS on this Sunshine Law case. The Court ruled that REJIS was not the custodian of records for data of police departments stored on REJIS’s servers, and that governmental entities do not need to create a record from their existing data solely to respond to a Sunshine Law request. In a related case filed in the City of St. Louis by the same plaintiff against REJIS and the St. Louis Metropolitan Police Department, the Plaintiff dismissed REJIS as a party shortly before its response to our motion for summary judgment was due.

Kartapurakh, LLC v. City of Festus; 21JE-CC00195 – Plaintiff sued to reverse the City Council’s denial of a liquor license. The court granted our motion for judgment on the pleadings in favor of the City.

Arch Energy LCA v. City of Crestwood; 19SL-CC02044 – Plaintiff sued to reverse the City’s decision denying a conditional use permit for a car wash. We successfully narrowed the scope of the court’s review to matters presented to the City Council at the public hearing. We subsequently negotiated a settlement.

Roland v. Board of Election Commissioners; 1622-CC09861 – We entered our appearance on behalf of the Board of Election Commissioners for the second phase of this case, after an initial ruling that the Board had violated the Sunshine Law. We successfully defended the Board on Plaintiff’s allegations of knowing and purposeful violations of the Sunshine Law.

City of St. Louis v. Jerry Hunter, et al.; 1722-CC11286 – We defended the Board of Election Commissioners in this declaratory judgment regarding whether the Board’s was responsible to announce the result of whether a ballot proposition that required a supermajority had succeeded or failed, or whether the Board need only announce the vote totals. The percentage of votes needed differed depending on whether the Charter of the City of St. Louis applied, as opposed to a provision of the Missouri Constitution. We argued that the Board was not authorized, or permitted, to announce whether the measure had passed; only the total votes in favor and against. The Court denied the City of St. Louis’s request to compel the Board to announce the results. Instead, the Court declared that the ballot proposition had passed.

General Legal Counsel

The important topic of providing ongoing legal advice to the Executive Director and Board, as well as emergency legal consultation when necessary, has been address above in our Proposed Approach for Providing Legal Services to the Jefferson County Water Authority.

SECTION 3 DETAILED FEE PROPOSAL

Since Lashly & Baer is a full-service law firm, all legal services needed by the Jefferson County Water Authority would be provided by the attorneys at our Firm. There will be no need to subcontract with attorneys outside of the Firm to provide legal services for the Authority.

We have found that many clients are attracted to our competitive fee structure. The fees charged to the regular commercial clients of Lashly & Baer presently range from \$250 an hour to \$495 an hour, depending upon the experience and degree of responsibility possessed by a given lawyer on a given matter. We have a different and lower schedule of rates when rendering services to clients that are supported by public funds.

We propose to provide general legal services to the **Jefferson County Water Authority** as General Counsel at the following **reduced governmental** hourly rates:

- A rate of **\$225.00 per hour** for attendance Authority meetings, including work sessions and executive sessions.
- For all other legal services, **\$265.00 per hour** for Shareholders and Counsel and **\$205.00 per hour** for Associates. Paralegals will perform services at **\$150.00** per hour.

These rates will be subject to an annual increase of two and one-half percent (2.5%), beginning April 1, 2027. The rates will otherwise remain in effect for a period of five (5) years, after which they may be renegotiated.

We understand that every public entity has different needs. Some of our other municipal clients utilize a flat fee retainer to cover specified legal services, with other services billed at an hourly rate. If selected to serve as General Counsel for the JCWA, we would be happy to discuss alternate fee arrangements to better meet the Authority's needs, including flat fee arrangements for general legal services.

Because of our broad experience in all areas of municipal law, we regularly focus on ensuring that the right attorney is handling each assignment to provide efficient and economical legal services to the Authority. We assign work to the attorney best suited for the task with shareholders and counsel for complex matters, associates for routine drafting and research, and paralegals for administrative support which ensures efficiency without sacrificing excellence.

Expenses – Expenses incurred in the course of our representation such as court costs, courier fees, and copying are billed separately at our actual cost. When economically feasible, large reproduction projects are sent to an outside copy service. The Firm does not bill for mileage for travel to the Jefferson County Water Authority. Other travel will be billed at actual cost and the above-quoted hourly rates. Overtime expenses of staff, when essential to timely completion of rush projects, will be billed at our actual cost.

Overhead – We do not charge for overhead, including, without limitation, computerized research fees, accounting fees, administrative support, or other routine costs of doing business.

Estimates – We can provide estimates of fees and expenses for legal services at any time upon request. These estimates depend largely on the extent to which the Authority conducts due diligence and participates in drafting and reviewing documentation. They are also influenced by any required organizational approvals and the willingness of the Authority’s constituent organizations to take reasonable and timely positions throughout the project.

Estimates may require adjustment to provide for: (i) a request for additional legal services not contemplated; (ii) a change in the structure of the participants which requires additional legal services; (iii) an unanticipated demand which requires additional legal services; (iv) a delay in the receipt of information required for the prompt delivery of legal services; (v) a delay in the conclusion of the matter which requires additional legal services; (vi) a change in the law which requires additional legal services; and (vii) an unknown or unexpected factual circumstance which requires additional legal services.

Cost Containment – Cost containment is, in our experience, a matter of management as well as technique. Because of our broad experience in all areas of municipal law, we regularly focus on ensuring that the right attorney is handling each assignment to provide efficient and economical legal services to the Authority. All work will be supervised by the primary attorney, Brian J. Malone. Early identification of legal issues generally permits an inexpensive examination of effective alternatives. If requested, our billing will identify the Authority’s staff member who requested the work. In addition, if requested, we provide monthly status reports of legal matters.

Invoicing of Services Rendered – Each invoice for services and costs will be submitted directly to the Authority Treasurer. Attorney and paralegal time is recorded in increments of 1/10 of an hour.

SECTION 4
CONFIRMATION OF FIVE-YEAR COMMITMENT

Lashly & Baer is committed to serving as long-term counsel to the Jefferson County Water Authority and is pleased to affirm our willingness to enter into a five-year engagement as General Counsel. We view this opportunity not simply as a professional engagement, but as a partnership grounded in trust, responsiveness, and a shared commitment to public service. Our approach is to build lasting relationships with our municipal clients, providing consistent, reliable legal guidance that evolves with the Authority's needs over time.

Our commitment is especially meaningful given our strong ties to the Festus area and the surrounding communities. As counsel to nearby municipalities, we understand the unique challenges and opportunities facing public entities in this region. We are dedicated to supporting the Authority in fulfilling its mission of delivering essential services to its residents in an efficient, transparent, and legally sound manner. Over the course of this engagement, we will remain focused on helping the Authority achieve its goals while contributing to the continued strength and vitality of the communities it serves.

SECTION 5 REFERENCES

We encourage you to contact our references to ask them firsthand about the service they receive from Lashly & Baer. We have provided services comparable in scope to those required by the Jefferson County Water Authority to the following public institutional clients.

City of Ellisville

- **Mr. Bill Schwer**, City Manager – 636-227-9660 | bschwer@ellisville.mo.us

City of Glendale

- **Mr. Frank Johnson**, City Administrator – 314-909-3025 | fjohnson@glendalemo.org

City of Crestwood

- **Mr. Jeff Faust**, Director of Public Works / Asst. City Administrator – 314-729-4779 | jfaust@cityofcrestwood.org

SECTION 6
REQUESTED ATTACHMENTS AND DISCLOSURES

RESUMES OF ATTORNEYS

Naturally, the entire resources of Lashly & Baer will be available to the Jefferson County Water Authority. However, we are proposing that Brian J. Malone will be designated as General Counsel and will be primarily responsible for providing legal services to the Authority.

PRIMARY ATTORNEY

Brian J. Malone, B.A. Truman State University, 2002; J.D., Washburn University School of Law, 2006. Mr. Malone is licensed to practice before the Supreme Court of Missouri (2006) and the United States District Court for the Eastern District of Missouri (2009). He joined the Firm in 2016 and became a member in 2019. Brian's practice is primarily devoted to assisting governmental bodies and public institutions in the St. Louis area.



Mr. Malone is the Chairman of our Government Practice Group. Mr. Malone has worked with local governments on a wide variety of legal issues including election law, zoning, redevelopment, taxation, business and liquor licensing, constitutional law, official immunity, sovereign immunity, sunshine law, accessibility, parliamentary procedure, and general government operations. Mr. Malone has provided legal advice to municipalities, school districts, public libraries, public hospitals, election authorities, and other governmental entities.

Mr. Malone is currently the City Attorney for the Cities of Ellisville and Festus. Mr. Malone has served as Special Counsel to the Cities of Herculaneum and Lake St. Louis. Mr. Malone has represented cities and local governments in circuit courts in Missouri, has briefed and argued cases before the Missouri Court of Appeals, and has successfully argued before the Supreme Court of Missouri. *Metro. St. Louis Sewer District v. City of Bellefontaine Neighbors*, 476 S.W.3d 913 (Mo. banc 2016). Mr. Malone regularly appears at meetings of city councils, planning and zoning commissions, boards of adjustment, and other boards and commissions. Mr. Malone, along with Lisa O. Stump, represented the Rate Commission for MSD, to prepare detailed reports on proposed rate increases by MSD in 2018, 2019, and 2023, as required by MSD's charter.

Mr. Malone earned his J.D. from Washburn University School of Law, where he was active in moot court and the law clinic. Brian tried his first jury trial while still a law student in the law clinic. In law school, Brian was selected for the Order of the Barristers, recognizing his achievements in oral advocacy, and received the Ungerman Award for excellence in clinical practice. He also studied comparative criminal law and comparative legal systems at the University of Utrecht in the Netherlands.

Mr. Malone is a member of the Municipal Attorneys Association of Metropolitan St. Louis, The Bar Association of Metropolitan St. Louis, and the Missouri Municipal Attorneys Association. Brian was selected by FOCUS St. Louis for its 2020-2021 Leadership St. Louis Class.

Additional Attorneys to Provide Services to the Jefferson County Water Authority

We have identified the following attorneys who practice extensively in the Firm's Government Practice Group who will be available to assist Mr. Malone in providing legal services to the Authority.

ADDITIONAL SHAREHOLDERS

Andrew R. Bramman, M.A., Philosophy, University of Missouri – St. Louis, 2014; J.D., Saint Louis University School of Law, 2017. Mr. Bramman is licensed to practice before the Supreme Court of Missouri, Supreme Court of Illinois, and the United States District Court for the Eastern District of Missouri. Mr. Bramman joined the Firm in 2022 and has been practicing as a municipal attorney since 2017.



Mr. Bramman dedicates his practice to the representation of municipal governments and other public institutions. He regularly advises local governments on matters including general governance, compliance with the Missouri Sunshine Law, labor and employment matters, contracts and procurement, land use and zoning, and real estate/economic development. Andy has significant experience representing municipal clients before administrative bodies at the trial and appellate levels, and has successfully briefed several cases before the Missouri Court of Appeals. Andy serves as City Attorney for the Cities of Lakeshire, Normandy, and Oakland, and the Village of Pasadena Park. Andy also assists clients with long-term internal needs, including serving as Acting Corporate Compliance and Ethics Officer and Acting EEO Officer for the Bi-State Development Agency.

Mr. Bramman's recent accomplishments include overseeing the successful consolidation of the City of Normandy and the Village of Glen Echo Park, only the second such consolidation of two municipalities since the establishment of the St. Louis County Boundary Commission in 1989. In 2022, the City of Normandy was selected as the new home of the USDA's Food Safety and Inspection Service Midwestern Laboratory, and Andy advised the City on the structuring of tax incentives, permitting issues, and real estate transactions related to the facility's construction.

Mr. Bramman earned his J.D. from St. Louis University School of Law, where he received his Certificate in Urban Development, Land Use, and Environmental Law. He won Academic Excellence Awards for his performance in courses on Land Use and Jurisprudence (Philosophy of Law). Andy earned his M.A. in Philosophy from the University of Missouri – St. Louis, where he served as Treasurer for the UMSL Philosopher's Forum and twice chaired the annual Gateway Graduate Student Conference.

Mr. Bramman regularly presents seminars on land use and zoning law, contracting and procurement for public entities, conflict of interest and financial disclosure laws, and corporate compliance. As an Eagle Scout, Andy cherishes the hard work of public service. Andy serves his local community as the Provisional Judge for the City of Wildwood Municipal Court, and previously represented his ward on the City of Wildwood Watershed Erosion Task Force.

Mr. Bramman is a member of the American Bar Association, The Missouri Bar, the Bar Association of Metropolitan St. Louis, and the Missouri Municipal Attorneys Association.

Missouri & Kansas Super Lawyers has named Andy a *Rising Star* in the field of State, Local, & Municipal Law every year since 2023, and was selected by Missouri Lawyers Media as a 2024 Up & Coming Awards honoree in both the general practice and public service categories.

Julie Z. Devine, B.A., *summa cum laude*, History, Duke University, 1998; J.D., *magna cum laude*, Harvard Law School, 2002. Ms. Devine is a trial lawyer with over 20 years of experience. She has extensive experience in all areas of litigation and employment counselling for employers in various industries and sectors, including transportation and public entities. She has represented employers in a wide range of single-plaintiff, multi-plaintiff, and class action lawsuits. She has successfully defended employers in state and federal court and government investigations involving claims for discrimination, harassment, retaliation, and whistleblowing relating to Title VII of the Civil Rights Act of 1964 (“Title VII”), American with Disabilities Act (“ADA”), Age Discrimination in Employment Act (“ADEA”), Family Medical Leave Act (“FMLA”), Fair Credit Reporting Act (“FCRA”), Fair Labor Standards Act (“FLSA”), Missouri Human Rights Act (“MHRA”), Illinois Human Rights Act, Missouri Workers’ Compensation Act, Illinois Workers’ Compensation Act, and Missouri and Illinois common law claims.



Ms. Devine also regularly provides advice, counseling, and training to employers of all sizes about an array of compliance issues including anti-discrimination and anti-harassment policies and practices, hiring practices, drug and alcohol policies and testing, workplace safety, employee discipline and terminations, accommodating employees with disabilities, religious expression in the workplace, social media and technology, arbitration clauses, collective bargaining agreements, and separation and severance agreements. Ms. Devine also regularly lectures and writes articles on a variety of employment law topics.

Ms. Devine also has extensive experience with cases and administrative proceedings involving complex medical and psychiatric issues including disability discrimination and failure to accommodate claims, and civil litigation involving allegations of extensive medical and psychiatric damages.

Ms. Devine began her legal career in 2002 at the New York Legal Aid Society, where she represented children in the foster care system on education-related issues and handled disputes with the New York City Board of Education regarding appropriate services for her clients under the Individuals with Disabilities Education Act (“IDEA”).

James C. Hetlage, B.A., English Literature, Kenyon College, 1986; J.D., Washington University, 1989. Mr. Hetlage is licensed to practice before the United States Courts of Appeals for the Eighth Circuit and the Federal Circuit, the United States District Court for the Eastern District of Missouri, the Supreme Court of Missouri and the Supreme Court of Illinois. Mr. Hetlage has been selected for inclusion in *Missouri & Kansas Super*



Lawyers (Employment & Labor) in multiple years, most recently in 2025, and has been selected by his peers for inclusion in *The Best Lawyers in America*® in multiple years, most recently in 2026, for his work in Employment Law, Employment Litigation and Commercial Litigation. Mr. Hetlage has also earned the AV Preeminent rating, which is the highest possible rating, from Martindale-Hubbell. Mr. Hetlage has practiced law at Lashly & Baer, P.C. since 1989. He became a Shareholder of the Firm in 1996, has led the Firm's labor and employment practice team since 1999, and has served on the Firm's Board of Directors from 2013 to present.

Mr. Hetlage serves as the City Attorney for the Cities of Brentwood, Glendale, Maplewood, and Wentzville, Missouri, and as special employment and labor counsel to the Cities of Crestwood and Festus. Mr. Hetlage addresses general municipal governance issues for these cities, including Sunshine Law issues, election law issues, general employment and labor law issues, procurement issues, and public contracting issues. Mr. Hetlage also serves as counsel for the Board of Election Commissioners of the City of St. Louis and is personally responsible for advising the Board on election, open records and employment law issues, and he handles all of the Board's litigation. In addition, Mr. Hetlage represents public and private-sector clients in commercial litigation, employment litigation and class action labor claims. Mr. Hetlage has drafted and advised boards on the interpretation of various policies and regulations for public and governmental institutions, including employment policies, public records policies, open meeting policies, and conflict of interest policies.

Much of Mr. Hetlage's work is in the area of public employment law. Mr. Hetlage engages in the defense of employment discrimination claims and litigation and addresses general employment and labor law issues for public agency and private employers. He has tried and successfully defended claims brought under Title VII, the ADEA, the ADA, the Rehabilitation Act, the Missouri Human Rights Act, 42 U.S.C. § 1981 and 1983, and the FMLA. Mr. Hetlage has represented The Bi-State Development Agency, the Board of Education of the City of St. Louis, the Rockwood R-VI School District, the St. Louis Public Library and other public employers in employment discrimination matters, general employment law litigation, public sector labor law issues, EEO matters and general employment and labor law counseling.

In addition to his extensive employment experience, Mr. Hetlage represents governmental agencies, businesses and individuals both as defendant and plaintiff in various types of general commercial litigation, including construction litigation related to the MetroLink Light Rail System, condemnation for certain public bodies and property owners, and litigation regarding real estate disputes. Mr. Hetlage has defended class action lawsuits brought in State and Federal Courts in Missouri including claims under the Fair Labor Standards Act, the Fair Credit Reporting Act and the Fair and Accurate Credit Transactions Act. Mr. Hetlage has also handled complex litigation regarding compensation and retirement benefits of public-sector employees including the defense of the Saint Louis Public Library in litigation involving interpretation and application of the laws and regulations applicable to the St. Louis City Employees Retirement System.

Mr. Hetlage also regularly advises cities regarding economic development incentives, including the issuance of Chapter 100 bonds, and the use of Community Improvement Districts, Neighborhood Improvement Districts, Transportation Development Districts and Tax Increment Financing to assist in financing development projects. Mr. Hetlage is well-versed in reviewing complex bond documents on behalf of cities and other bond issuers and works very well with designated bond counsel to ensure the interests of the city are well represented.

Mr. Hetlage's significant reported cases include:

Spiegel v. Ferguson-Florissant School District, 625 S.W.3d 800 (E.D. Mo.);
Clark v. St. Louis Public Schools, 2006 WL 208600 (E.D. Mo.);
Wade-Lemee v. Board of Education, 2005 WL 2333890 (E.D. Mo.);
Davis v. Hammonds, 103 Fed. App. 51 (8th Cir.);
Darst Webbe Tenant Assoc. v. St. Louis Housing Authority, 202 F.Supp.2d 938 (E.D. Mo.);
Cross v. Board of Education, 223 F.3d 867 (8th Cir.);
Wack v. Board of Education of the City of St. Louis, 25 S.W.3d 689 (Mo. App. E.D.);
FDIC v. Davis, 167 F.3d 1199 (8th Cir.);
Miles v. Board of Education of the City of St. Louis, 989 F. Supp. 1225 (E.D. Mo.);
C.F.S. v. Mahan, 943 S.W.2d 615 (Mo. App. E.D.).

Mr. Hetlage is a member of the American Bar Association, The Missouri Bar, the Bar Association of Metropolitan St. Louis, the Illinois Bar Association, and the Missouri Municipal Attorneys Association. Mr. Hetlage previously served on the Washington University School of Law Executive Alumni Committee, the Board of Directors of the National Kidney Foundation of Eastern Missouri and Metro East, Inc., and the Board of Directors of the Webster Child Care Center.

Lisa Olson Stump, B.S. Business Administration (*with distinction*) 1986, University of Kansas; J.D. 1989, Washington University. Ms. Stump is a member of the Order of the Coif, Phi Beta Kappa and Beta Gamma Sigma (Business Honor Society). At Washington University, Ms. Stump was a Fisse Scholar, and editor of the Washington University Law Quarterly. She is licensed to practice before the U.S. District Court for the Eastern District of Missouri (1989), the Supreme Court of Missouri (1989), and the Supreme Court of Illinois (1990). Ms. Stump began her career as an associate with Lashly & Baer in 1989. She became a member of the Firm in 1996, and currently serves as President of the Firm. Ms. Stump has been designated by her peers as a *Missouri and Kansas Super Lawyer* and *The Best Lawyers in America*® for her work in Education Law, Government Relations Practice, Municipal Law, Employment Law - Management, and Government Contracts.



Ms. Stump has been with Lashly & Baer since the beginning of her career and is currently serving as the Firm's President. She practices in the area of governmental and public institutions law, and has advised public agencies on numerous topics including contracts, public employment, procurement, governmental immunity, constitutional restrictions on taxation and bond issues, the use of public monies, elections, and public records laws. Ms. Stump serves as City Attorney for the City of Crestwood, and also is primarily responsible for legal services provided to the St. Louis County Library District, the Rockwood School District, the Ferguson-Florissant School District and St. Louis Public Library.

Ms. Stump has advised public agencies on contracts, public employment, procurement, governmental immunity, constitutional restrictions on taxation and bond issues, the use of public monies, elections, and public records laws. She has drafted legislation for public entities. Ms. Stump was involved in

litigation on behalf of school districts concerning the interpretation of Article VI, Section 26(b) of the Missouri Constitution, which governs the majority of votes required for bond issue elections, in litigation relating to the validity of a bond issue, and in litigation challenging the election of school board members under the Voting Rights Act.

Ms. Stump has drafted various policies and regulations for public and governmental institutions, including open meeting policies, public record policies, indemnification policies, policies governing activities of individual board members, conflict of interest policies and policies governing the use of email and social media by employees. She has advised the governing body of such institutions on issues relating to such policies, as well as the resignation and appointment of board members, and the filing of financial disclosure statements under Missouri law.

Ms. Stump has assisted public entities in calling, conducting and recording public meetings. She has advised clients of internal bylaw and Robert's Rules of Order requirements for conducting business at meetings, the necessary majorities for particular issues, and recording and providing access to the business that occurred at the meeting.

Ms. Stump has negotiated, drafted, and reviewed various contracts and agreements for public institutions from construction contracts to agreements with other governmental entities. Ms. Stump also has advised public institutions on procurement, mistakes in bids, amendments to bids, emergency procurements, and responsiveness and responsibility.

Ms. Stump is a member of the American Bar Association, The Missouri Bar, and the Bar Association of Metropolitan St. Louis, the Education Law Association, the National School Boards Association, and the Association of Transportation Practitioners. Ms. Stump has prepared and presented in-service seminars for governmental clients on procurement issues, contract administration, conflicts of interest, school safety and security, the discipline of students, and open meetings.

COUNSEL ATTORNEYS

Judge Jimmie M. Edwards, B.A., Saint Louis University, 1978; J.D., Saint Louis University School of Law, 1981. Judge Edwards is a member of the Firm's Litigation, and Government and Education practice groups. He is also a mentor, as well as assisting with the Firm's recruiting and diversity committees.

Judge Edwards is a highly motivated legal advisor drawing on a broad base of knowledge and wide skill set. He has presided over hundreds of Missouri jury trials and has advised judges throughout the United States. Judge Edwards has provided companies and individuals with legal opinions on complex commercial litigation, arbitrations and mediations.



Judge Edwards' practice focuses on helping government entities manage compliance, representing them in internal matters as well as in administrative tribunals, alternative dispute resolutions, and in civil actions.

In 2017-2020, Judge Edwards served the City of St. Louis as the Director of Public Safety. In his capacity as Director, he managed the police department, fire department, building inspector's office, and corrections department, including overseeing their labor and liability claims. He was appointed as Circuit Judge to the 22nd St. Louis Judicial Circuit Court and served there from 1992 to 2017. He was the Administrative Judge of the Family Court and Chief Juvenile Court Judge. Judge Edwards spent 15 years hearing adult cases before being appointed to the juvenile court in hopes of making a difference in the lives of children.

Judge Edwards is the founder of the Innovative Concept Academy, a ground-breaking school in St. Louis, Missouri, which acts as a last resort for at-risk teens. The program garnered national attention from CBS Early Show, Today Show, The Wall Street Journal, and a visit from the U.S. Secretary of Education. The program also earned Edwards the "Hero Among Us" recognition by People magazine. Ebony magazine selected him to its 2013 "Power 100 Most Influential in America List" and Chief Justice of the United States John Roberts presented Judge Jimmie M. Edwards with the William Rehnquist Award for Judicial Excellence, one of our nation's highest judicial awards. In 2014, Judge Edwards received honorary Doctor of Law Degrees from Saint Louis University and Eden Theological Seminary.

ASSOCIATE ATTORNEYS

Haley K. Dierks, B.A. Health and Human Physiology, University of Iowa; J.D., *magna cum laude*, Saint Louis University School of Law, 2024. Ms. Dierks is a member of the Order of the Woolsack at Saint Louis University School of Law, where she received Academic Excellence Awards for highest grade in Legal Research and Writing and Health Care Finance and Business Planning. Ms. Dierks is licensed to practice before the Supreme Court of Missouri and the Eastern District of Missouri and the Western District of Missouri.



While at Saint Louis University School of Law, Ms. Dierks earned a Certificate in Health Care Law and served as a lead editor for the *Journal of Health Law and Policy*. She also completed a semester with the U.S. Department of Justice in the Antitrust Division, gaining valuable experience in federal regulatory enforcement.

Ms. Dierks concentrates her legal practice on representing municipal governments and other public entities. Haley advises on diverse legal matters including governance, contracts, procurement, and complex constitutional issues. She assists in preparing ordinances and resolutions, reviews a range of legal contracts, drafts employment and other agreements, and advises on federal and state regulatory and legal compliance. Ms. Dierks also provides guidance on tax, employment, governmental authority and policy-related matters.

In addition, Ms. Dierks has experience drafting and negotiating contracts for a wide range of health care providers and corporate clients. She provides strategic counsel on transactional matters, regulatory compliance, and employment-related issues.

Ms. Dierks is a member of the American Bar Association, The Missouri Bar, the Bar Association of Metropolitan St. Louis, the Missouri School Boards Association, the Missouri Municipal Attorneys Association, and the Women Lawyers' Association.

Lyndee R. Fritz, B.A. degree in political science, *cum laude*, from the University of Missouri St. Louis; J. D. from Saint Louis University School of Law, 2019. Ms. Fritz is licensed to practice before the Supreme Court of Missouri and Illinois, and the United States District Court for the Eastern District of Missouri.



Ms. Fritz focuses her practice primarily in the representation of governmental and public institutions, with a particular emphasis on land use and municipal issues. Lyndee's experience includes the drafting and interpretation of professional service agreements, lease agreements and cooperative agreements between political subdivisions, preparing ordinances and resolutions for a variety of governmental entities, code enforcement, compliance with the Missouri Sunshine Law, employment matters, litigation, and advising public entities as to the scope of their legal authority.

While studying at the University of Missouri – St. Louis, Lyndee was a member of the Pierre Laclède Honors College. While at Saint Louis University School of Law, she served on the editorial board of the ABA Journal of Labor & Employment Law and was awarded Staff Editor of the Year. During law school, she served on various committees and counselled clients in the Entrepreneurship and Community Development Clinic.

Ms. Fritz is a member of the American Bar Association, The Missouri Bar, the Bar Association of Metropolitan St. Louis, the Missouri Municipal Attorneys Association, and the Women Lawyers' Association of Greater St. Louis.

CONFLICTS OF INTEREST STATEMENT

Lashly & Baer represents many municipalities and public entities within the St. Louis metropolitan area, as listed above in Section 5. After due inquiry, we are not aware of any existing or potential conflicts of interest that would impair our ability to represent the Jefferson County Water Authority. We serve as City Attorney for the City of Festus, and have served as Special Counsel for the City of Herculaneum. We have previously provided legal services to joint commissions, established by our other municipal clients, such as the Festus-Crystal City Sewerage Commission.

We maintain a formal conflict check procedure for every new client and new matter. Conflict checks are circulated among our lawyers and staff and compared against all current and former clients to ensure compliance with the Missouri Rules of Professional Conduct.

Should any potential conflict arise in the future, we will promptly disclose it to the Authority and work collaboratively to resolve the matter in accordance with our ethical obligations. In the event a conflict were to arise, we would take appropriate steps to ensure the Authority's interests are fully protected.

INSURANCE COVERAGE DOCUMENTATION

Attached on the following page.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 12444 Powerscourt Drive, Suite 500 Saint Louis MO 63131	CONTACT NAME: Debra Emery PHONE (A/C, No, Ext): 314-800-2249 E-MAIL ADDRESS: debra_emery@ajg.com FAX (A/C, No): 866-947-2801
INSURED Lashly & Baer, P.C. 714 Locust Street St. Louis MO 63101	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Insurance Company INSURER B: American Casualty Company of Reading, PA INSURER C: Continental Casualty Company INSURER D: Hartford Accident and Indemnity Company INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1731575459**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			6057403151	4/24/2025	4/24/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			6057403148	4/24/2025	4/24/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			CUE 6057403179	4/24/2025	4/24/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	84WECAG1CZM	4/24/2025	4/24/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage

CERTIFICATE HOLDER**CANCELLATION**

For Informational Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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LASH&BA-01

FAITHRICCIARDI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services, Inc. 626 West Jackson Blvd 5th Floor Chicago, IL 60661	CONTACT NAME: Kelley Larson PHONE (A/C, No, Ext): (312) 239-2884 92884 FAX (A/C, No): E-MAIL ADDRESS: kelley.larson@nfp.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Indian Harbor Insurance Company INSURER B: Endurance American Specialty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 36940 41718

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab.			LPN 9046624 02	7/31/2025	7/31/2026	Per Claim/Agg. 5,000,000
B	Excess Liability			LXM30042235902	7/31/2025	7/31/2026	Per Claim/Agg. 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Total Limits: \$20,000,000/\$20,000,000; Deductible: \$50,000/\$100,000 Per Claim/Agg.

CERTIFICATE HOLDER

CANCELLATION

For Evidence Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**ADDITIONAL REMARKS SCHEDULE**

AGENCY NFP Property & Casualty Services, Inc.		NAMED INSURED Lashly & Baer PC 714 Locust St Saint Louis, MO 63101
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Excess Liability
2nd Excess Liability
Westfield Specialty Insurance Company - NAIC#: 16992
Policy #: ELP-345842H-02
Policy Period: 07/31/2025 - 07/31/2026
Limits: \$5,000,000/\$5,000,000

3rd Excess Liability
Fair American Select Insurance Company - NAIC#: 15201
Policy #: LPX-3001546-02
Policy Period: 07/31/2025 - 07/31/2026
Limits: \$5,000,000/\$5,000,000

ROBERT K. SWEENEY, L.L.C.
A Limited Liability Company of Attorneys

Robert Sweeney
rks@robertsweeneylaw.com

P.O. Box 20
503 Main Street
Hillsboro, MO 63050
(636) 797-5600
(fax) 797-4900

Allison Sweeney
as@robertsweeneylaw.com

April 3, 2026

Jefferson County Water Authority
711 West Main Street
Festus, MO 63028
Attention: Miranda O'Halek
Miranda@Festusmo.gov

Re: Proposal/General Legal Services

Dear Ms. O'Halek and Board:

Please accept this as my letter of introduction and application to provide legal services to the Jefferson County Water Authority. In addition to the following, I am enclosing resumes and a list of litigation experience.

1. FIRM NAME AND CONTACT INFORMATION

Firm Name: The Sweeney Law Firm (Robert K. Sweeney LLC)

Address: P.O. Box 20
503 Main Street
Hillsboro, MO 63050

Email/Website: www.robertsweeneylaw.com
rks@robertsweeneylaw.com
as@robertsweeneylaw.com

Phone/Fax (636) 797-5600 (office)
(636) 797-4900 (fax)

Year Organized: 1993 (2006 present form). Previously known as Dickhaner & Sweeney.

Principle Contacts: Robert Sweeney and Allison Sweeney

2. SUMMARY OF QUALIFICATIONS

Experience/Specialization: The firm specializes in the representation of local government entities. As further detailed below, this specialized representation has been provided for more than three (3) decades for progressive, vibrant local government entities from the creation of the entities through middle age to revitalization, including multiple water and sewer districts.

Attorneys/Staff: Robert Sweeney (MBE# 38322) – lead attorney
Contact Information: Same as above.
(314) 677-0073 (mobile)

Allison Sweeney (MBE# 62000) – lead attorney
Contact Information: Same as above.
(314) 239-9114 (mobile)

Lisa French – Legal Assistant
Contact Information: Same as above.
(636) 209-7723 (mobile)

Availability: As needed. Attorneys are experienced in attending both day and evening meetings. With any practice of law, scheduling is as much art as it is science, but our office has not had problems with availability for any client referenced. In addition, my residence is in Crestwood, and my associate resides in the City of St. Louis allowing ready availability/access.

3. SERVICES PROVIDED/EXPERIENCE

The firm will make both attorneys available to provide legal services to the Jefferson County Water Authority. In addition to providing a full range of municipal legal services to the City of Arnold, Missouri for more than thirty (30) years, the firm provides legal services to several local government units, including the City of Pevely, Missouri, the City of Iberia, Missouri, Big River Ambulance District, North Jefferson County Ambulance District, Washington County Ambulance District, Northeast Public Sewer District, Glaize Creek Sewer District, Jefferson County 911 Dispatch, Washington County 911, Potosi Fire Protection District, Bismarck Fire Protection Association, Saline Fire Protection District, Public Water Supply District #6, Public Water Supply District #13, special counsel to Public Water Supply District #1. Further, the firm has previously served as special counsel for Jefferson County, Missouri for condemnation/land use matters and has been appointed provisional county municipal judge to serve as needed.

Finally, other municipalities have retained the firm as special counsel for various matters.

The representation has included all aspects of land use (planning & zoning, boards of adjustment, condemnation, NIDs, CIDs, and various development transactions), personnel issues, contracts (drafting and review), ordinance (review and drafting), public sector labor negotiations, regulatory compliance issues (primarily with sewer and water clients, but also with other public subdivisions), revenue collection and basically all aspects of the day-to-day operation of vibrant local government operations. I am attaching a list of some of the litigation I have participated in on behalf of my clients. This list is not a complete list but merely an example of some of the cases I have tried for my various clients.

These entities, and the work performed for them, are representative of the type of work the firm would expect to perform for the Jefferson County Water Authority. Each is a political subdivision of the State of Missouri. While each of these entities is subject to the specific laws governing its area of operation, each is also subject to the general laws governing municipal operations and the public trust. Further, a board of elected or appointed representatives governs each of these clients – requiring advising the board on fiduciary duties, Roberts Rules, and Sunshine Law compliance, and every aspect of its authority. In addition to the meat and potatoes of legal advice, the firm has vast experience navigating the sometimes emotional aspects of board duties – personalities are as varied as the number of members of any given board. Finally, representation of these entities has given the firm greater experience in local government real estate transactions/acquisitions, public sector contracting, intergovernmental cooperation agreements, municipal lease arrangements, public financing, rate structuring, labor/employment relations and the vagaries of local government legal representation. The firm has been directly involved in the successful completion of several redevelopment projects in the City of Arnold and multiple tax initiatives through Jefferson and Miller Counties.

The firm regularly litigates matters for our public entities. While most of the matters are handled in the Jefferson County Circuit Court, the firm's legal representation includes reported cases from the Missouri Court of Appeals and the Supreme Court of Missouri, cases that have helped to confirm or establish regulatory and operational law for our clients.

In addition to the public sector work referenced above, the firm is either currently providing or has provided in the past representation to a number of subdivisions and lake developments. These include, by way of example, Winter Valley, Lake Montowese, Calverton Heights, Lake Lorraine, Twin Sisters, Bayshore, Rockalva, Summer Set Lake, Oak Valley Estates, Valle Lake, and Liberty Ridge. While the work provided for these subdivisions and/or developments is not governed by the same set of statutes and general case law that applies to municipalities and other local

governmental units, the type of relationships necessary to deal and negotiate with the elected representative boards and the addressing of the needs of the respective constituencies, requires a skill set that is markedly similar to that skill set necessary to handle and address local government legal services.

Although not specially identified, the firm's experience in representing the City of Arnold and the City of Pevely has included representation of the police departments for those cities. The representation of emergency service providers, such as a police department or a fire department, is a unique experience. These quasi-military organizations are subject to a myriad of rules, regulations and procedures not found in ordinary employment circumstances. The Arnold Police Department is a large organization, the legal representation of which has provided this firm and myself with unique skills, education and experience. And, in addition to my years of representation of police departments, my representation of other emergency service providers gives me an additional level of experience and skill in dealing with these unique departments within the Jefferson County Water Authority. Finally, as some police and fire departments have separate pension funds, my years of representing Taft-Hartley union pension funds makes me uniquely qualified to provide advice in this complicated and specialized area of the law.

4. POTENTIAL CONFLICTS

There are currently no client conflicts. Moreover, to our knowledge, neither the firm nor any of its clients has ever been involved in any litigation with the Jefferson County Water Authority, its agents, officers or employees. However, in light of the numerous other public entities the firm represents, there could come a time in the future where the Authority has an intergovernmental issue that might create a conflict. While that, in theory, could create a future conflict, it is more likely to be complementary.

5. FEE PROPOSAL/TERM OF ENGAGEMENT

The firm does not require a retainer. The rates are as follows: \$205/hour for services performed by attorneys and, when appropriate, \$110/hour for services performed by our legal assistant. The firm commits to the proposed five (5) year term and would guarantee that rate for the five (5) year term. As an aside, the firm has historically adjusted its rates at five (5) year intervals. This rate is approximately \$200/hour under the normal rate. In addition to the firm's local government experience, I have nearly thirty (35) years of labor/employment experience, including the representation of trade unions, trade union members and trade union staff. This labor employment experience also includes both the prosecution and defense of various discrimination claims, including claims of race, age and sex discrimination. In defending various government entities, including several municipal claims, none of the cases I have defended has resulted in a finding of discrimination by the agency. My experience in representing plaintiffs in discrimination claims has, I believe, been invaluable in

educating my clients on the proper workplace procedures and behavior; thus, stopping workplace claims of discrimination before they happen. And, if a claim occurs, the preparation and training has resulted in findings in favor of my clients. Further, my experience as a trade unionist has made me an effective and successful negotiator for the organized (unionized) public entities I represent. These entities do not need to hire expensive outside counsel for labor relations and/or employment matters. The relationships between the entities and the unionized workforce have, with my legal assistance, resulted in labor peace and no lost time due to worker strife.

As noted above, while not part of the proposal, the firm has experience with prosecuting municipal code violations. This practical experience brings valuable insight into the best practices for ensuring both the enforcement and goals of the municipal code.

Finally, because of the unique character of our firm, we believe that our firm will be able to offer a special level of personal service to the Jefferson County Water Authority. As an attorney, I believe it is my job to be a legal facilitator, assisting the board in achieving the goals they set as a legislative body, while protecting the Water Authority from liability. I believe in a progressive approach to municipal government and service; and that approach has assisted my clients in completing their legislative goals with minimal risk of liability. The references will tell you that the firm has a knack for accomplishing the goals of the client and making things happen.

7. CLIENTS (SIMILAR SERVICE) CONTACT INFORMATION

City of Arnold

William Moritz
2101 Jeffco Blvd.
Arnold, MO 63010
(636) 633-0074
wmoritz@arnoldmo.org

City of Pevely

Andy Hixson
401 Main St.
Pevely, MO 63070
(636) 224-9125
ahixson@cityofpevelymo.gov

City of Iberia

Edith Long
P.O. Box 203
803 Hwy. 42
Iberia, MO 65486
(573) 793-2300
edithlong77@gmail.com

Big River Ambulance District

Chief Scott Fisher
P.O. Box 348
6321 Lorens Lane
Cedar Hill, MO 63016
(636) 274-3964
sfisher@bigriverambulance.com

North Jefferson County Ambulance Northeast Public Sewer District

Chief Jamie Guinn
2820 Horrell Lane
High Ridge, MO 64049
(636) 677-3399
jguinn@njcad.com

Bob Hembrock
1041 Gravois Road
Fenton, MO 63026
(636) 343-5090
BobH@northeastsewer.org

Jefferson County 911 Dispatch

Chief John Whitehead
5475 Buckeye Valley Road
House Springs, MO 63051
(636) 797-9797
jwhitehead@jeffco911.org

Washington County Ambulance

Justin Duncan
Chief Executive Officer
6900 Bill Gum Business Blvd.
Potosi, MO 63660
jduncan@wcadems.org

Public Water Supply District #13

Marilyn Meyer
5699 Lake Tishomingo Road
Hillsboro, MO 63050
(636) 274-1812
marilynmeier@charter.net

Glaize Creek Sewer District

Patrick Lamping
750 Sulphur Springs Road
Imperial, Missouri 63052
(636) 464-3230
No email access

Saline Valley Fire District

Chief Robert Dunn
1771 Springdale Boulevard
Fenton, MO 63026
bdunn@svfpd.com

Washington County 911

Don Sanderson
12252 N. State Highway 21
Cadet, MO 63630
dsanderson@wccd911.org

Public Water District #1

Erin Devore
2970 Schneider Dr.
Arnold, MO 63010
edevore@pwsd1jeffco.org

Public Water District #6

Kevin Ritz
6000 Kingsway Dr.
House Springs, MO 63051
Manager@pwsd6.org

8. FEE PROPOSAL

We would not require a retainer; instead, we propose a varied hourly rate. The rates are as follows: \$205/hour for services performed by attorneys and, when appropriate, \$110/hour for services performed by my legal assistant.

CONCLUSION

Thank you for the opportunity to provide this information and I look forward to the opportunity to assist the Jefferson County Water Authority in moving forward in the years to come.

Very truly yours,

A handwritten signature in black ink, appearing to read "Rob Sweeney", with a horizontal line drawn underneath it.

Robert K. Sweeney

RKS:lf

C:\Documents\laf26\Proposal_JCWA.doc



RESOLUTION AUTHORIZING CONTRACT
FOR DISCLOSURE COMPLIANCE SERVICES

RESOLUTION NO. 2026-1

A RESOLUTION OF THE JEFFERSON COUNTY WATER AUTHORITY OF FESTUS, MISSOURI AUTHORIZING THE CHAIRMAN TO ENTER INTO AND EXECUTE A CONTRACT WITH GILMORE & BELL FOR DISCLOSURE COMPLIANCE SERVICES RELATED TO THE 2021A SERIES BOND; INCORPORATING CONTRACT AS PART OF THIS RESOLUTION; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HERewith; AND ESTABLISHING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE JEFFERSON COUNTY WATER AUTHORITY OF FESTUS, MISSOURI, AS FOLLOWS:

SECTION I. The Board of Directors of Jefferson County Water Authority, Festus, Missouri; hereby authorizes the Chairman to enter and execute the attached contract, for disclosure compliance services, with Gilmore & Bell in connection with the 2021A Series Bond, for a fee of \$1,750 annually for the 5 year term.

SECTION II. That said document entitled "Disclosure Compliance Services Proposal" as attached hereto be and is hereby incorporated in this resolution by reference as if fully out herein.

SECTION III. This Resolution shall be and become in full force and effective from and after the date of its passage by the Board of Directors.

READ AND PASSED THIS _____ DAY OF _____, 2026

Logan Jaskiewicz, President

ATTEST:

Jennifer Filkins, Secretary



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

(314) 436-1000 / (816) 221-1018 FAX / gilmorebell.com

April 24, 2026

Miranda O'Haleck
Financial Assistant – City of Festus
Jefferson County Water Authority c/o
City of Festus
711 West Main Street
Festus, Missouri 63028

Re: Disclosure Compliance Services Proposal

Dear Miranda:

Our firm has appreciated the opportunity to provide post-issuance disclosure compliance services to the Jefferson County Water Authority (the “**Corporation**”). Our existing engagement with the Corporation to provide those services has expired. The purpose of this letter is to extend the term for Gilmore & Bell to provide disclosure compliance services to assist the Corporation in meeting its continuing disclosure obligations in accordance with federal securities laws. If the Corporation accepts the terms of this letter (this “**Engagement**”), Gilmore & Bell will perform such services in consideration of the mutual covenants and terms set forth herein.

SCOPE OF ENGAGEMENT

It is our understanding that the municipal securities listed on **Exhibit A** are the outstanding municipal securities of the Corporation subject to a continuing disclosure undertaking. Gilmore & Bell will assist the Corporation in meeting its continuing disclosure obligations with respect to the municipal securities identified on **Exhibit A** and any municipal securities issued during the term of this Engagement with respect to which the Corporation is an obligated person under a continuing disclosure undertaking (together, the “**Bonds**”) by providing the following services, beginning with the Corporation’s fiscal year ending September 30, 2026:

- Review the continuing disclosure agreements/undertakings for the Bonds (the “Disclosure Agreements”) and determine the operating data and financial information required to be disclosed by the Corporation on an annual basis;
- Provide the Corporation with an annual reminder of the upcoming annual report filing date;
- Provide the Corporation annually with a memorandum listing material events requiring additional disclosure;
- Draft the Corporation’s annual report and assist the Corporation in updating, as of the end of each fiscal year, the appropriate operating data and summary financial information;
- Submit the Corporation’s annual report to the MSRB, via EMMA. If the Corporation’s annual report is not available as of the report filing date, file the appropriate notice required under the Disclosure Agreements; and

- Provide the Corporation confirmation that the annual report has been submitted to the MSRB.

By acceptance of the terms of this Engagement, the Corporation is confirming Gilmore & Bell's appointment as a designated agent for the sole purpose of submitting to the MSRB, via EMMA, annual reports, event notices, and other materials furnished by the Corporation.

The content of the financial information and operating data to be included in each annual report is solely the responsibility of the Corporation. Gilmore & Bell is not responsible for the accuracy or completeness of the information contained in any annual report. Gilmore & Bell will not undertake a "due diligence" review of the Corporation, its operations or its financial condition in connection with the performance of these services. Such a review is outside the scope of our limited Engagement described in this Engagement.

This Engagement does not include a review of the Corporation's past continuing disclosure compliance or preparation or submission of any filings which may have been due prior to this Engagement.

In addition, this Engagement only relates to the Corporation's annual [and quarterly] reporting obligations pursuant to contractual obligations of the Corporation. As such, it does not include analysis or advice related to whether an event notice is required to be filed pursuant to the Disclosure Agreements, including materiality analyses.

POINT OF CONTACT

Gilmore & Bell will provide the necessary attorneys, disclosure analysts, legal assistants and administrative support to perform the services under this Engagement. A Gilmore & Bell disclosure analyst will contact the Corporation in advance of the annual filing deadline to begin the process of completing the annual report. Initially, Gilmore & Bell's primary point of contact at the Corporation for this Engagement will be as follows:

Miranda O'Haleck
Telephone: (636) 937-4694
Email: miranda@festusmo.gov

The Corporation will notify Gilmore & Bell if it wishes to change the primary point of contact for this Engagement.

FURNISHING OF INFORMATION

Gilmore & Bell will request the information required by the Disclosure Agreement from the Corporation within a reasonable time prior to the filing date and will work closely with the Corporation to gather such information. The Corporation hereby agrees to timely provide all information requested by Gilmore & Bell. In addition, the Corporation acknowledges that if all information required to be included in the annual report is not provided to Gilmore & Bell at least three (3) business days before the filing date set in the Disclosure Agreement, we cannot guarantee that the annual report will be timely filed.

FEES

Gilmore & Bell's fee for providing the services pursuant to this Engagement is \$1,750 per year (for an aggregate amount of \$8,750 for the five-year contract term). The Corporation may pay the fee annually or may make an advance payment of the full or any remaining aggregate amount upon execution or at any time during the term of this agreement. If paid annually, the annual fee will be payable upon confirmation that the Corporation's annual filing, or other appropriate notice, has been submitted to the MSRB. If the Corporation pays the aggregate amount upon execution of the proposal, or any remaining aggregate amount at a later date during the contract term, the aggregate fee will be deposited to a special trust account maintained by Gilmore & Bell for client fees held as a retainer. The portion of the aggregate fee held as retainer will be earned and disbursed to Gilmore & Bell's general operating account upon confirmation that the Corporation's annual filing, or other appropriate notice, has been submitted to the MSRB at a rate of \$1,750 per year, unless this Agreement is otherwise terminated by either party as described above. No interest will be paid on funds held in this special trust account. All earnings attributable to the investment of amounts within this account are disbursed to a charitable foundation as required by the State bar association. In addition, Gilmore & Bell expects to be reimbursed for all out-of-pocket third-party expenses made on the Corporation's behalf.

TERM OF ENGAGEMENT; TERMINATION

The initial term of this Engagement shall be from the date below through April 30, 2031. This agreement may be terminated at any time by either party with 30 days written notice to the other party. Upon termination of this agreement, the Corporation will pay all unpaid fees and expenses for services performed prior to the time of termination.

ATTORNEY-CLIENT RELATIONSHIP; CONFLICTS

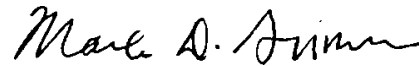
Upon execution of this engagement letter, the Corporation will be our client and an attorney-client relationship will exist between us with respect to this Engagement. Our services pursuant to this Engagement are limited to those contracted for in this letter; the Corporation's execution of this engagement letter will constitute an acknowledgment of those limitations. Gilmore & Bell does not provide investment advice, advice relating to any municipal financial products or financial advice relating to the issuance of municipal securities, and nothing contained in this Engagement or any services provided by Gilmore & Bell under this Engagement shall constitute advice to the Corporation with respect to municipal financial products or the issuance of municipal securities (other than legal advice), all within the meaning of Section 15B(e) of the Securities Exchange Act of 1934, as amended.

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

CONCLUSION

If the foregoing terms are acceptable to the Corporation, please return a signed copy of this Engagement letter to me and retain a copy for your files. The offer to perform the services described in this Engagement expires 60 days from the date first shown above and no Engagement will commence unless and until we receive a copy signed by the Corporation within such timeframe. Thank you again for your interest in our disclosure compliance services and we look forward to working with you.

Very truly yours,



Mark D. Grimm

MDG:emw

cc: Bill Burns

Alice Wasson

Acknowledged and Agreed as of _____, 20____.

JEFFERSON COUNTY WATER AUTHORITY

By: _____

Name: _____

Title: _____

EXHIBIT A

LIST OF MUNICIPAL SECURITIES

- \$11,950,000 Tax-Exempt Water Facilities Revenue Bonds (Jefferson County Water Authority Project), Series 2021A



RESOLUTION AUTHORIZING
PROPOSAL, TERMS & CONDITIONS AGREEMENT

RESOLUTION NO. 2026-2

A RESOLUTION OF THE JEFFERSON COUNTY WATER AUTHORITY OF FESTUS, MISSOURI; AUTHORIZING THE CHAIRMAN TO EXECUTE THE PROPOSAL, TERMS & CONDITIONS AGREEMENT WITH MAXIM CONSTRUCTION FOR THE REPAIR/REPLACEMENT OF WELL #1 ROOF; INCORPORATING SAID AGREEMENT AS PART OF THIS RESOLUTION; PRESCRIBING THE CONDITIONS THERETO; AND ESTABLISHING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE JEFFERSON COUNTY WATER AUTHORITY OF FESTUS, MISSOURI, as follows:

SECTION 1. The Board of Directors of Jefferson County Water Authority, Festus, Missouri; hereby authorizes the Chairman to execute the attached Proposal, Terms & Conditions Agreement with Maxim Construction for the repair/replacement of well #1 roof in the amount of \$59,868.

SECTION II. That said document referenced “Proposal, Terms & Conditions Agreement” as attached hereto be and is hereby incorporated in this resolution by reference as if fully set out herein.

SECTION III. This Resolution shall be and become in full force and effective from and after its date of passage by the Board of Directors of the Jefferson County Water Authority.

READ AND PASSED THIS _____ DAY OF _____ 2026.

Logan Jaskiewicz, President

ATTEST:

Jennifer Filkins, Secretary



Jefferson County Water Authority Staff Report

TO: Board of Directors
FROM: Jeffrey M. Crannick
SUBJECT: Project #JCWA0326A Repair Well #1 Roof.
MEETING DATE: May 21st, 2026

STAFF COMMENTS:

As part of capital improvement expenditures in the JCWA FY26 budget, the Board allocated up to the amount of thirty-thousand dollars and zero cents (\$30,000.00) to repair/replace roof at Well#1. The existing roof, while it has served its purpose, is aged, deteriorated, and in dire need of repairs.

The JCWA developed a “solicitation for bids” advertisement for Project #JCWA0326A. It was published by “The Leader” county wide newspaper for two consecutive weeks: the March 12th, 2026, and the March 19th, 2026, editions respectively. The task listed was to remove existing roof sheeting at Well #1 and furnish all equipment, material, and labor required to replace with a layer on one-inch treated plywood topped with heavy duty metal roof sheeting. This project also includes fabricating one roof access door and enclosing north and south roof openings. Requirements listed in the ad also included that potential bidders make an onsite visit to determine scope of work and material requirements and that sealed bids must be received by Festus City Hall no later than 0900 hours on April 23rd, 2026. Each person or entity that is selected to accomplish the project must provide documentation that they carry liability and work comp insurance for at least one-million dollars; they must also name the JCWA as an additional insurer, not just certificate holder, before work may begin.

On Thursday, April 23, 2026, a public opening of sealed bids was conducted at 0900 hours in the council chambers at Festus City Hall. Ms. Jennifer Wilkens opened each bid and announced the company name and dollar amount for each quote received. Also present at the bid opening was the Plant Manager Jeffrey Crannick and Chief Operator Nic Slabby. It should be noted that even though at least three individual entities performed a site visit to the well, only one said company submitted a sealed bid, and they do meet all the listed criteria.

The following chart lists each agency providing a sealed bid and the dollar amount quoted.

<i>Agency</i>	<i>Proposed Quote</i>
Maxim Construction	\$59,868.00

REQUESTED ACTION:

The sole bid did come in a lot higher than anticipated; however, due to the fact that the existing roof is in such poor shape and to the point of becoming a real eyesore, I recommend that the Board approve a motion for the JCWA to enter into an agreement with Maxim Construction in the amount of fifty-nine-thousand-eight-hundred-sixty-eight dollars and zero cents (\$59,868.00) for Project #JCWA0326A. The repairs are clearly needed, and being under budget on the plant pressure washing project by over \$15,000.00 will not fully cover but will aid immensely towards offsetting and making up for the price difference. Thank you very much for your timely consideration and action with this proposal!

Jeffrey Crannick
Plant Manager

Attachment: Detailed Quote from Maxim Construction

#JCWA0326A
Maxim Construction Inc.

RECEIVED APR 23 2026

JF

8:53am

Attn: JCWA
711 West Main St.
Festus, MO 63028



PO BOX 11 BISMARCK MO 63624

Billing: 314.481.4111 Fax: 314.664.5111

Service: 314.772.5665 Fax: 314.772.1200

4/23/26

Adam Veinfurt
General manager
Po Box 11
Bismarck MO 63624

To Whom It May Concern,

Maxim Construction Inc. is pleased to present this quote. We are fully insured and committed to the best possible outcome for our customers. Insurance documents and previous experience is available on request.

If any other information is needed, please feel free to contact me directly.

Sincerely,

A large, stylized handwritten signature in black ink, likely belonging to Adam Veinfurt, is written over the signature line.

Adam Veinfurt
General Manager
Maxim Construction Inc.
Aveinfurt@maximconstruction.net
PO box 11
Bismarck MO 63624
C: 314-620-8122



General Contractors Construction Management
611 Spruce Street - Bismarck, MO 63624
Office (314) 481-4111 - Fax (314) 664-5111

QUOTE

26-763-000

4/23/2026

TO: Jefferson County Water Authority
711 West Main Street
Festus MO 63028
ATTN: Jefferson County Water

RE: JCWA0326A - Roof sheeting

Contract No.:

Bid Package

Maxim Job:

Maxim proposes to furnish labor and material to install:

- *Remove all existing roof sheeting.
- *Dispose of off site.
- *Install 1inch layer of treated plywood on roof and all partial framed sides
- *Install underlayment per manufacture specs
- *Install new Pro-Rib metal roofing (29gauge) Heavier panels are available.
- *Install all accessory and trim needed and matching color to Pro-rib metal roofing.
- *Fabricate and install new roof access panel 24"x48"
- *NO REFRAMING IS INCLUDED
- *INSPECTION WILL BE NEEDED PRIOR TO INSTALLATION TO VERIFY EXISTING CONDITION.
- *ADDITIONAL FRAMING WILL BE ON T&M BASIS AS NEEDED.

LUMP SUM: \$59,868

Breakdown:

Labor:	\$35,906
Material:	\$7,413
Equipment:	\$660
Rental:	\$14,300
Subcontractor:	\$0
Other Miscellaneous Charges:	\$1,589

Excludes:

Premium Time
Removal and disposal of Hazardous Material
Signed or Sealed Engineered Drawings
Permits
Unforeseen obstructions in Subgrade.

Maxim appreciates the opportunity to provide this quote for you. "This proposal is valid for 30 days and is void if not accepted within that time. We have no duties or obligations beyond those contained in this proposal, and we are not bound by any terms or conditions not contained in this proposal, unless set forth in a written agreement acceptable to us and signed by us." If you have any questions, or if I can be of further assistance, please contact our office.

Respectfully submitted,

Signed:

Adam Veinfurt

Date:

April 23, 2026



RESOLUTION AUTHORIZING
PROPOSAL, TERMS & CONDITIONS AGREEMENT

RESOLUTION NO. 2026-3

A RESOLUTION OF THE JEFFERSON COUNTY WATER AUTHORITY OF FESTUS, MISSOURI; AUTHORIZING THE CHAIRMAN TO EXECUTE THE PROPOSAL, TERMS & CONDITIONS AGREEMENT WITH MAXIM CONSTRUCTION FOR POWER WASHING PLANT EXTERIOR WALLS; INCORPORATING SAID AGREEMENT AS PART OF THIS RESOLUTION; PRESCRIBING THE CONDITIONS THERETO; AND ESTABLISHING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE JEFFERSON COUNTY WATER AUTHORITY OF FESTUS, MISSOURI, as follows:

SECTION 1. The Board of Directors of Jefferson County Water Authority, Festus, Missouri; hereby authorizes the Chairman to execute the attached Proposal, Terms & Conditions Agreement with Maxim Construction for power washing exterior plant walls in the amount of \$9,319.

SECTION II. That said document referenced “Proposal, Terms & Conditions Agreement” as attached hereto be and is hereby incorporated in this resolution by reference as if fully set out herein.

SECTION 111. This Resolution shall be and become in full force and effective from and after its date of passage by the Board of Directors of the Jefferson County Water Authority.

READ AND PASSED THIS _____ DAY OF _____ 2026.

Logan Jaskiewicz, President

ATTEST:

Jennifer Filkins, Secretary



Jefferson County Water Authority Staff Report

TO: Board of Directors
FROM: Jeffrey M. Crannick
SUBJECT: Project #JCWA0326B Power Wash Water Plant Exterior Walls
MEETING DATE: May 21st, 2026

STAFF COMMENTS:

As part of capital improvement expenditures in the JCWA FY26 budget, the Board allocated up to the amount of twenty-thousand dollars and zero cents (\$25,000.00) to pressure wash and remove loose dirt, debris, and mildew from all exterior walls of the water treatment plant. The plant exterior has not been power washed in several years and several patches of darkened mildew reflect that. Thorough cleaning will not only enhance the treatment plant's outside appearance but will also facilitate closer inspection of surfaces for any deficiencies, such as deteriorated seam caulking or protective coatings, that may need to be addressed and could be corrected during future capital improvement projects.

The JCWA developed a "solicitation for bids" advertisement for Project #JCWA0326B. It was published by "The Leader" county wide newspaper for two consecutive weeks: the March 12th, 2026, and the March 19th, 2026, editions. Requirements listed in the ad included that potential bidders make an onsite visit to determine scope of work, area, material, and labor requirements. The ad also specified that sealed bids must be submitted to Festus City Hall no later than 0900 hours on April 23rd, 2026. Each person or entity that is selected to accomplish the project must provide documentation that they carry liability and work comp insurance for at least one-million dollars; they must also name the JCWA as an additional insurer, not just certificate holder, before work may begin.

All entities submitting a bid met the criteria listed. On Thursday, April 23, 2026, a public opening of the sealed bids was conducted at 0900 hours in the council chambers at Festus City Hall. A total of three quotes were received. Ms. Jennifer Filkens opened each bid, then announced the company name and the dollar amount for each quote. Plant Manager Jeffrey Crannick and Chief Operator Nic Slabby were also present.

The following chart lists each agency providing a sealed bid and the dollar amount quoted.

<i>Agency</i>	<i>Proposed Quote</i>
Maxim Construction	\$9,319.00
Thomas Industrial Coatings	\$9,900.00
Top Tier Waterproofing	\$17,240.00

REQUESTED ACTION:

I recommend that the Board approve a motion for the JCWA to enter into an agreement with Maxim Construction, in the amount of nine-thousand-three-hundred-nineteen dollars and zero cents (\$9,319.00) for Project #JCWA0326B. Their quote meets all specifications listed in the ad and is within the JCWA budget constraints, plus they came in at the lowest bidder. Thank you very much for your timely consideration and action with this proposal!

Jeffrey Crannick
Plant Manager

Attachment 1: Detailed quote from Maxim Construction
Attachment 2: Detailed quote from Thomas Industrial Coatings
Attachment 3: Detailed quote from Top Tier Waterproofing

=JCWA0326B
Maxim Construction Inc.

RECEIVED APR 28 2026

TF

9:53 AM

Attn: JCWA
111 West Main St.
Festus, MO 63028



PO BOX 11 BISMARCK MO 63624

Billing: 314.481.4111 Fax: 314.664.5111

Service: 314.772.5665 Fax: 314.772.1200

4/23/26

Adam Veinfurt
General manager
Po Box 11
Bismarck MO 63624

To Whom It May Concern,

Maxim Construction Inc. is pleased to present this quote. We are fully insured and committed to the best possible outcome for our customers. Insurance documents and previous experience is available on request.

If any other information is needed, please feel free to contact me directly.

Sincerely,

A large, stylized handwritten signature in black ink, likely belonging to Adam Veinfurt, extending across the page.

Adam Veinfurt
General Manager
Maxim Construction Inc.
Aveinfurt@maximconstruction.net
PO box 11
Bismarck MO 63624
C: 314-620-8122



General Contractors Construction Management
611 Spruce Street - Bismarck, MO 63624
Office (314) 481-4111 - Fax (314) 664-5111

QUOTE

26-762-000

4/23/2026

TO: Jefferson County Water Authority
711 West Main Street
Festus MO 63028
ATTN: Jefferson County Water

RE: JCWA0326b

Contract No.:

Bid Package

Maxim Job:

Maxim proposes to furnish labor and material to install:

* Pressurewash and remove loose dirt/debris and mildew from exterior walls of the water treatment plant.

* apply a biodegradable soft wash.

* Rinse and pressure wash the remaining material.

* Lime build up will be pressurewashed and removed as much as possible without physical chipping/hard scrubbing

LUMP SUM: \$9,319

Breakdown:

Labor:	\$5,149
Material:	\$1,245
Equipment:	\$2,695
Rental:	\$0
Subcontractor:	\$0
Other Miscellaneous Charges:	\$230

Excludes:

Premium Time

Removal and disposal of Hazardous Material

Signed or Sealed Engineered Drawings

Permits

Unforeseen obstructions in Subgrade.

Maxim appreciates the opportunity to provide this quote for you. "This proposal is valid for 30 days and is void if not accepted within that time. We have no duties or obligations beyond those contained in this proposal, and we are not bound by any terms or conditions not contained in this proposal, unless set forth in a written agreement acceptable to us and signed by us." If you have any questions, or if I can be of further assistance, please contact our office.

Respectfully submitted,

Signed:

Adam Veinfurt

Date:

April 23, 2026



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Signed:

Adam Veinfurt

Date:

April 23, 2026



General Contractors Construction Management
611 Spruce Street - Bismarck, MO 63624
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Respectfully submitted,

Signed:

Adam Veinfurt

Date:

April 23, 2026

POSTAGE DUE *48.34*

Received via
USPS 4/1/13
@ 10am

Festus City Hall
Pthn: JCWA
711 West main Street
Festus mo 63028

11-10-1903

Service Agreement

This agreement is made on this 23rd day of March 2026, by and between:

Company Name: Top Tier Waterproofing LLC
Address: 3869 Old Mill Drive, Byrnes Mill MO 63051
Phone: 314-852-6062
Email: jenni.smith@toptierwaterproofing.com

Client Name: Jefferson County Water Authority
Address: 711 West Main Street, Festus MO 63028
Phone: (636) 933-0106

Scope of Work – Exterior Masonry Cleaning

Project Overview

Provide labor, materials, and equipment to clean exterior CMU masonry surfaces to remove biological growth, staining, and surface contaminants. Work will include full building perimeter access utilizing a 45' boom lift.

1. Mobilization & Access

- Mobilize crew, materials, and equipment to site
- Provide and operate **45' articulating boom lift** for access to all elevated wall sections
- Establish safe work zones and protect adjacent surfaces, vehicles, and equipment

2. Masonry Cleaning

- Pre-wet masonry surfaces to control absorption
- Apply appropriate **low-pressure chemical cleaning solution** to remove:
 - Biological growth (mold/mildew)
 - Atmospheric staining and discoloration
 - Efflorescence and mineral deposits
- Agitate surfaces as needed to improve cleaning effectiveness
- Thoroughly rinse all treated areas using low-pressure water
- Take care to prevent damage to CMU surfaces, sealants, doors, windows, and mechanical equipment

3. Detail Areas

- Spot clean heavy staining areas, including:
 - Around vents, louvers, and mechanical penetrations
 - Below rooflines and coping where runoff staining is present
 - Areas with concentrated biological growth

4. Final Cleaning & Demobilization

- Perform final rinse of all cleaned surfaces
- Remove debris and rinse surrounding areas impacted by cleaning process
- Demobilize equipment, including boom lift
- Leave site clean and free of construction debris

Exclusions

- Crack repair or joint sealant installation
- Tuckpointing or masonry repairs
- Application of water repellent or coatings
- Interior work
- Roof or flashing work

Notes

- Some deep or embedded staining may not be fully removable
- Cleaning results will improve overall appearance but will not restore masonry to "like-new" condition
- Work is weather dependent and may be rescheduled as necessary

Materials and Labor

- The Contractor will provide all necessary materials, tools, and labor to complete the project.
- Any material or design changes must be approved in writing by the Client.

Payment Terms:

- Total Project Cost: **\$17,240**
- Payment Schedule: Can work with the city's payment terms
- Payment Method: ACH Bank Transfer, Cash or check
- Late Payment: All invoices not paid according to the terms are subject to a 1.5% interest per month. 90- days past terms are subject to collections.

Permits and Regulations

The Contractor will obtain any necessary permits and comply with local building codes. The Client agrees to grant access to the property for inspections or permits as required.

Warranty

Contractor provides a **one (1) year workmanship warranty** covering the quality and completeness of the cleaning work performed. Contractor will return to address any areas where work was not performed in accordance with industry standards, provided written notice is received within one (1) year from the date of completion.

This warranty is limited to workmanship only and does not cover the reoccurrence of staining, biological growth, efflorescence, or discoloration due to existing conditions or environmental factors. No warranty is provided for water intrusion or overall building performance.

Change Orders

Any additional work requested by the Client beyond the original scope must be agreed upon in writing. The Client agrees to pay additional costs incurred for approved changes.

Termination

Either party may terminate this agreement with 10-days written notice.

If terminated by the Client, the Contractor will be compensated for work completed up to the termination date.

Liability and Insurance

The Contractor will maintain adequate liability insurance and worker's compensation coverage. The Client agrees to hold the Contractor harmless for damages caused by factors beyond the Contractor's control.

Dispute Resolution

Any disputes arising from this contract will first be resolved through mediation. If mediation fails, disputes will be settled through arbitration in the jurisdiction of Jefferson County Missouri.

Signatures

This contract is binding upon signature by both parties.

Contractor Signature:

Name: Jennifer Smith
Date: 3/23/2026

Client Signature:

Name: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/30/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER VIAA 6825 CLAYTON AVE STE 200 SAINT LOUIS, MO 63139 (888) 661-3938		CONTACT NAME: PHONE (A/C, No, Ext): (888) 661-3938 FAX (A/C, No): (877) 872-7604 E-MAIL ADDRESS: service.center@travelers.com	
INSURED TOPTIER WATERPROOFING LLC 3869 OLDE MILL DR BYRNES MILL, MO 63051		INSURER(S) AFFORDING COVERAGE INSURER A : FIDELITY AND GUARANTY INSURANCE COMPANY INSURER B : THE STANDARD FIRE INSURANCE COMPANY INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** 412175107321980**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY			BIP-C7253613-26	03/18/2026	03/18/2027	EACH OCCURRENCE	\$1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
	☒ HIRED AUTO						MED EXP (Any one person)	\$5,000
	☒ NON OWNED AUTO						PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	\$
	☐ DED ☐ RETENTION \$							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB-C7254413-26	03/18/2026	03/18/2027	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐					E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: PROJECT LOCATION: 1682 CRYSTAL HEIGHTS RD FESTUS, MO 63028 PROJECT DESCRIPTION: CLEANING EXTERIOR OF THE BUILDING.
PROJECT NUMBER: JCWA0326B

CERTIFICATE HOLDER**CANCELLATION**JEFFERSON COUNTY WATER AUTHORITY
711 WEST MAIN STREET
FESTUS, MO 63028

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Renan M. Beltran



THOMAS
INDUSTRIAL
COATINGS

2070 Highway Z
Pevelly, Missouri 63070

APR 22 2026

3:15 PM

Project # JCMAD326B

Building Reserves Machine Exterior



BID PROPOSAL

SUBMITTED TO:	Jefferson County Water Authority	DATE:	Wednesday, April 22, 2026
ADDRESS:	1682 Crystal Heights Road Festus, MO 63028	PROJECT NAME:	Building Exterior Pressure Wash
PHONE:	636-933-0106	PROJECT NUMBER:	JCWA0326B
EMAIL:	N/A	PROJECT LOCATION:	Festus, MO
		DATE OF PLANS:	N/A

Thomas Industrial Coatings, Inc. is an AMPP (SSPC) QP1, QP2, & QS1 Certified Contractor.

We propose to furnish all labor, materials, and necessary insurance to complete work as described below.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM COST
1	BUILDING EXTERIOR PRESSURE WASH This pricing includes mobilization to site, aerial lift access, pressure washing with up to 3500psi of pressure to remove loose dirt, debris, and mildew from exterior walls of the treatment plant building.	1.000	L.S.	\$ 9,900.00	\$ 9,900.00
TOTAL \$					9,900.00

Exclusions/Inclusions/Notes:

1.	Owner is to provide water source on site for pressure washing.
2.	This proposal does not include any repairs after pressure washing.
3.	Owner is to have items removed from perimeter of building prior to TIC arrival onsite.
4.	Lime silo area will be pressure washed to best faith effort but is understood that full removal is not anticipated.
5.	This proposal does not include any ground tarps or capturing, collection, or disposal of wash water and debris removed from pressure washing.

General Terms & Conditions

1	This proposal may be withdrawn if not accepted within 30 calendar days of the date of this proposal unless otherwise agreed upon in writing.
2	Unless otherwise stated in the contract provisions, payment terms are Net 30 from invoice date.
3	General waste dumpster, wash water, and sanitary facilities are to be provided by the Owner at no cost to TIC.
4	All necessary state, city or other local permits are the responsibility of the Owner at no cost to TIC.
5	Proposal includes standard insurance coverages as follows: General Liability 2M/4M, Auto 2M, Umbrella 10M, Workers Compensation 1M, Pollution 5M, & Profession Liability 1M. If higher limits are required, additional costs will be passed to the Owner.
6	Railroad Liability & Builders Risk Policies are not included and subject to additional cost if required.
7	The items included in this proposal are all inclusive unless otherwise approved in writing.
8	Pricing is based on completing our work when environmental temperatures are adequate to meet the project requirements. Environmental controls (heating, cooling, DH) required to perform our work are NOT included in this proposal.
9	Cost of performance & payment bonds are NOT included in our proposal. If required, add an additional cost of 1.4% of total contract price.
10	Adequate staging area for materials and equipment is to be provided by the Owner at no cost to TIC.
11	Proposal is contingent upon subcontract agreement being amicable to both parties.
12	Proposal is based upon working 6 days per week, 10 hours per day, weather permitting.
13	Estimated dollar value of DBE participation included in our proposal- \$0.00
14	TIC requests that agreed upon clarifications, terms and conditions become part of any contract resulting from this proposal.
15	Rework required as a result of damages caused by the Owner or its subcontractors is to be performed at a mutually agreeable price.
16	Pricing includes 1 mobilizations in order to complete our work.
17	TIC reserves the right to compensation for admin, management, labor, and materials cost on cancelled or descoped contracts.
18	Any excavation or demo required to expose the work required in this proposal is to be provided by the Owner at no cost to TIC.

All work to be completed in a workmanlike manner according to standard practices and as specified and agreed upon. Our workers are fully covered by Workmen's Compensation Insurance. In the event payment terms are not met, Purchaser agrees to pay reasonable collection fees, plus interest of 1.5% per month as per allowed by law.

Authorized Signature:

Name & Title: Will Glaus - Estimator & Engineer

Phone # 314-591-5854

Email Address: wglaus@thomasindcoatings.com

Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature:

Print Name/Title:

Date of Acceptance:

JCWA TRIAL BALANCE FOR CITY OF FESTUS

Balance As of 04/30/2025

GL Number	Description	24-25 Amended Budget	YTD Balance 04/30/2024 (Abnormal)	THRU Increase	YTD DR 04/30/2025 (Decrease)	THRU Increase	YTD CR 04/30/2025 (Decrease)	Normal	YTD Balance 04/30/2025 (Abnormal)
Fund: 60 JCWA Fund									
Account Category: Assets									
Department: 0000 BALANCE SHEET ACCOUNTS									
60-0000-11005.00	JCWA Operating Cash Acct.		1,224,643.15		4,434,721.33		4,756,515.97		1,188,795.71
60-0000-11506.00	Wtr Replacement M/M Acct.		368,023.56		2,769,484.19		2,755,949.68		93,552.74
60-0000-11514.00	Water Reserve M/M Account		315,765.74		1,990,025.88		1,907,036.01		188,717.00
60-0000-12148.00	2012 PRINCIPAL INV. ACCT		9,533.93		28,518.68		19,047.68		9,522.26
60-0000-12149.00	2012 INTEREST INV. ACCT.		1,202.64		3,129.55		2,195.72		1,050.13
60-0000-12152.00	2021A DEBT SERVICE FUND		359,923.52		399,474.35		178,500.00		439,531.82
60-0000-12153.00	2021B DEBT SERVICE FUND		148,840.72		0.00		0.00		0.00
60-0000-12156.00	2021 PROJECT FUND		203,014.31		0.00		0.00		0.00
60-0000-13000.00	Investments		300,551.51		1,945,501.81		1,541,125.09		711,167.92
60-0000-13004.00	Wtr Replacement Invest.		1,565,709.34		2,048,005.61		2,553,276.04		1,290,008.27
60-0000-13005.00	Wtr Reserve Investment		599,978.93		1,874,717.53		1,667,132.88		1,211,539.72
60-0000-13010.00	Herculaneum A/R- 2001C		352,946.34		0.00		0.00		0.00
60-0000-13011.00	Herky Contra A/R - 2001C		(352,946.34)		0.00		0.00		0.00
60-0000-13015.00	Herculaneum A/R - 2002A		3,766,570.12		0.00		0.00		0.00
60-0000-13016.00	Herky Contra A/R - 2002A		(3,766,570.12)		0.00		0.00		0.00
60-0000-13740.00	Non-Profit Water Recv.		232,260.00		1,691,548.00		1,684,438.00		239,370.00
60-0000-13900.00	Accounts Receivable Other		0.00		10,000.00		10,000.00		0.00
60-0000-13910.00	Accrued Interest Recv.		18,705.70		0.00		0.00		35,845.38
60-0000-16000.00	Inventory & Supplies		75,330.81		0.00		0.00		94,449.38
60-0000-17000.00	Land		373,444.45		0.00		0.00		373,444.45
60-0000-17005.00	Land Improvements		44,063.00		0.00		0.00		44,063.00
60-0000-17006.00	A/D Land Improvements		(25,389.67)		0.00		0.00		(29,396.08)
60-0000-17100.00	Buildings		2,640,483.94		9,251.66		9,251.66		3,831,012.74
60-0000-17251.00	Accumulated Depr. Bldgs.		(70,055.82)		0.00		0.00		(193,929.56)
60-0000-17253.00	Accum. Depr. Water System		(6,897,620.88)		0.00		0.00		(7,363,266.16)
60-0000-17255.00	Accum. Depr. Tools, Equip		(158,947.80)		0.00		0.00		(189,797.03)
60-0000-17256.00	Accum. Depr. Pump Equip.		(197,966.12)		0.00		0.00		(275,605.10)
60-0000-17257.00	Accum. Depr. Vehicles		(17,564.11)		0.00		0.00		(20,757.59)
60-0000-17300.00	Water System		22,650,554.43		0.00		0.00		22,650,554.43
60-0000-17610.00	Machinery-Equipment		650,746.90		0.00		0.00		906,444.11
60-0000-17700.00	Pumping Equipment		1,049,761.70		493.46		493.46		1,082,615.00
60-0000-17800.00	Automobiles		31,934.75		0.00		0.00		31,934.75
60-0000-17950.00	Computer Equipment		20,950.59		0.00		0.00		20,950.59
60-0000-17951.00	Accum. Depr. Computer		(13,669.31)		0.00		0.00		(15,749.67)
60-0000-18000.00	Construction in Progress		1,139,850.31		9,745.12		9,745.12		0.00
60-0000-18010.00	Prepaid Expenses		60,004.14		117,200.00		80,224.56		51,480.20
Total Department 0000:			26,704,064.36		17,331,817.17		17,174,931.87		26,407,548.41
Assets			26,704,064.36		17,331,817.17		17,174,931.87		26,407,548.41
Account Category: Liabilities									
Department: 0000 BALANCE SHEET ACCOUNTS									
60-0000-21000.00	Accounts Payable		26,365.88		1,693,475.45		1,676,270.07		36,701.10
60-0000-22000.00	Accrued Payroll		7,108.76		0.00		0.00		10,314.61
60-0000-22050.00	Accrued Vacation Time		0.00		0.00		0.00		13,329.26
60-0000-22100.00	Fed. Withholding Tax Liab		0.00		19,823.14		19,823.14		0.00
60-0000-22200.00	State Withholding Tax LB.		0.00		6,981.00		6,981.00		0.00
60-0000-22300.00	Social Security Tax Liab.		0.00		29,398.32		29,398.32		0.00
60-0000-22305.00	Medicare Tax Liability		0.00		6,875.42		6,875.42		0.00
60-0000-22360.00	401(K) Deferred Liability		0.00		42,976.73		42,976.73		0.00

JCWA TRIAL BALANCE FOR CITY OF FESTUS

Balance As of 04/30/2025

GL Number	Description	24-25 Amended Budget	YTD Balance 04/30/2024 (Abnormal)	THRU Increase	YTD DR 04/30/2025 (Decrease)	THRU Increase	YTD CR 04/30/2025 (Decrease)	YTD Balance 04/30/2025 (Abnormal)
		Normal						Normal
Fund: 60 JCWA Fund								
Account Category: Liabilities								
Department: 0000 BALANCE SHEET ACCOUNTS								
60-0000-22500.00	Garnishment Liability		0.00		2,450.00		2,450.00	0.00
60-0000-22600.00	HEALTH INSURANCE LIABILIT		3,349.16		24,986.84		28,073.84	3,734.84
60-0000-22700.00	Life Insurance Liability		54.20		387.24		442.56	55.32
60-0000-22702.00	DENTAL INSURANCE LIABILITY		359.76		2,590.24		2,790.22	377.74
60-0000-22703.00	VISION INSURANCE LIABILITY		65.88		461.16		500.78	65.88
60-0000-22820.00	American Fidelity Liab.		261.88		1,856.80		1,864.68	269.76
60-0000-26691.00	DEFERRED BOND PREMIUM 2001C & 2002A		53,670.55		0.00		0.00	0.00
60-0000-26692.00	ACCUM DEFERRED BOND PREMIUM 2001C/20		(53,670.55)		0.00		0.00	0.00
60-0000-26693.00	2021 BOND PREMIUM		1,702,852.90		0.00		0.00	1,702,852.90
60-0000-26694.00	2021 AMORT OF BOND PREMIUM		(241,237.48)		49,666.54		0.00	(326,380.12)
60-0000-28204.00	2021AB BOND PAYABLE		9,295,000.00		0.00		0.00	8,925,000.00
60-0000-28287.00	Accrued Interest Payable		92,998.26		2,650.40		2,650.40	90,347.86
60-0000-28300.00	2012 DIRECT LOAN PAYABLE		360,700.00		0.00		0.00	322,900.00
Total Department 0000:			11,247,879.20		1,884,579.28		1,821,097.16	10,779,569.15
Liabilities			11,247,879.20		1,884,579.28		1,821,097.16	10,779,569.15
Account Category: Fund Equity								
Department: 0000 BALANCE SHEET ACCOUNTS								
60-0000-30000.00	Fund Balance		14,565,730.09		0.00		0.00	15,407,611.84
Total Department 0000:			14,565,730.09		0.00		0.00	15,407,611.84
Fund Equity			14,565,730.09		0.00		0.00	15,407,611.84
Account Category: Revenues								
Department: 6000 JCWA								
60-6000-43005.00	CONTRIBUTED REVENUE	60,992.00	0.00		0.00		0.00	0.00
60-6000-43205.00	COUNTY REIMBURSEMENT	98,000.00	0.00		0.00		0.00	0.00
60-6000-47100.00	Water Revenue Interest	142,563.00	108,897.49		32.41		125,276.74	125,244.33
60-6000-48000.00	Misc. Income	0.00	108.13		0.00		112.43	112.43
60-6000-48005.00	Proceeds from Sale	0.00	1,400.00		0.00		0.00	0.00
60-6000-49211.00	Festus Water Sales	2,027,575.00	1,148,070.00		0.00		1,177,660.00	1,177,660.00
60-6000-49212.00	Herculaneum Water Sales	884,760.00	500,976.00		0.00		513,888.00	513,888.00
Total Department 6000:		3,213,890.00	1,759,451.62		32.41		1,816,937.17	1,816,904.76
Revenues		3,213,890.00	1,759,451.62		32.41		1,816,937.17	1,816,904.76
Account Category: Expenditures								
Department: 6000 JCWA								
60-6000-51000.00	Regular Salaries	397,669.00	203,162.71		228,364.71		0.00	228,364.71
60-6000-51100.00	Overtime	30,949.00	14,412.69		14,785.00		0.00	14,785.00
60-6000-51190.00	Other Personal Services	10,589.00	5,466.44		6,176.94		0.00	6,176.94
60-6000-51400.00	Legal Fees	4,000.00	3,302.50		1,805.50		0.00	1,805.50
60-6000-51450.00	BANK & CREDIT CARD FEES	3,196.00	1,453.88		1,360.73		0.00	1,360.73
60-6000-51500.00	Engineering Fees	5,000.00	0.00		0.00		0.00	0.00
60-6000-51600.00	Auditing Fees	11,500.00	11,500.00		11,500.00		0.00	11,500.00
60-6000-51800.00	Computer Services Fees	1,000.00	321.75		300.40		0.00	300.40
60-6000-52000.00	Health Insurance Expense	45,940.00	22,486.38		26,322.62		0.00	26,322.62
60-6000-52100.00	Life Insurance Expense	682.00	496.04		442.56		3.20	439.36
60-6000-52215.00	401(k) Match	43,016.00	27,978.41		35,173.06		0.00	35,173.06
60-6000-52300.00	FICA Tax Expense	32,789.00	16,153.45		18,136.87		0.00	18,136.87

JCWA TRIAL BALANCE FOR CITY OF FESTUS

Balance As of 04/30/2025

GL Number	Description	24-25 Amended Budget	YTD Balance 04/30/2024 (Abnormal)	THRU Increase	YTD DR 04/30/2025 (Decrease)	THRU Increase	YTD CR 04/30/2025 (Decrease)	YTD Balance 04/30/2025 (Abnormal)
		Normal						Normal
Fund: 60 JCWA Fund								
Account Category: Expenditures								
Department: 6000 JCWA								
60-6000-53100.00	Electricity	205,000.00	97,238.55		93,578.12		0.00	93,578.12
60-6000-53250.00	Trash Service	1,500.00	693.25		707.08		0.00	707.08
60-6000-53550.00	Maintenance & Repair	75,000.00	17,748.48		27,828.47		1.64	27,826.83
60-6000-54000.00	Postage	600.00	146.47		90.12		0.00	90.12
60-6000-54200.00	Telephone	2,500.00	1,368.01		1,905.77		4.70	1,901.07
60-6000-54300.00	Office Supplies	2,000.00	666.94		416.57		0.00	416.57
60-6000-54400.00	Printing	300.00	115.00		180.00		0.00	180.00
60-6000-54550.00	MAINTENANCE & SOFTWARE CONTRACTS	6,510.00	3,714.63		3,329.63		0.00	3,329.63
60-6000-55100.00	Gas, Oil & Antifreeze	2,000.00	360.80		607.57		0.00	607.57
60-6000-55350.00	LIGHT EQUIPMENT & MAINTENANCE	4,500.00	1,248.30		0.00		0.00	0.00
60-6000-55500.00	Equipment Rent	2,500.00	0.00		0.00		0.00	0.00
60-6000-56100.00	Other Supplies	2,500.00	1,324.76		1,844.74		0.00	1,844.74
60-6000-56305.00	Lab Supplies	15,000.00	7,951.85		8,544.86		0.00	8,544.86
60-6000-56400.00	Uniforms	2,450.00	628.31		613.77		0.00	613.77
60-6000-56450.00	Tools	4,000.00	0.00		1,079.50		0.00	1,079.50
60-6000-56460.00	Safety Supplies	3,000.00	1,309.48		421.03		126.49	294.54
60-6000-56550.00	Chemicals	250,000.00	128,673.61		126,006.52		0.00	126,006.52
60-6000-56999.00	Other Materials & Supplie	1,500.00	393.92		703.64		0.00	703.64
60-6000-57000.00	DUES, LICENSES & PERMITS	1,000.00	361.87		484.10		2.70	481.40
60-6000-57003.00	TTHM COMPLIANCE COSTS	500.00	6.75		4.05		0.00	4.05
60-6000-57010.00	Travel, Training & Lodging	4,000.00	241.20		356.90		33.37	323.53
60-6000-57100.00	Advertising	2,500.00	1,518.00		0.00		0.00	0.00
60-6000-57200.00	Insurance, Claims & Bonds	169,622.00	81,836.79		78,487.56		0.00	78,487.56
60-6000-57201.00	SLUDGE MAINTENANCE	25,000.00	17.00		0.00		0.00	0.00
60-6000-57999.00	Other Misc. Special Exp.	1,500.00	175.00		185.44		35.00	150.44
60-6000-59127.00	2021A/B AMORT OF BOND PREMIUM	(85,143.00)	(49,666.54)		0.00		49,666.54	(49,666.54)
60-6000-59834.00	2012 PRINCIPAL PYMT	37,800.00	18,900.00		18,900.00		0.00	18,900.00
60-6000-59835.00	2012 INTEREST PYMT	4,263.00	2,452.76		2,324.24		128.52	2,195.72
60-6000-59874.00	2021AB PRINCIPAL	375,000.00	0.00		0.00		0.00	0.00
60-6000-59875.00	2021AB INTEREST	357,000.00	183,543.75		181,021.88		2,521.88	178,500.00
60-6000-59999.00	Other Capital Outlay	969,637.00	59,293.36		755,071.43		0.00	755,071.43
Total Department 6000:		3,029,869.00	868,996.55		1,649,061.38		52,524.04	1,596,537.34
Expenditures		3,029,869.00	868,996.55		1,649,061.38		52,524.04	1,596,537.34
Total Fund 60:								
TOTAL ASSETS			26,704,064.36		17,331,817.17		17,174,931.87	26,407,548.41
BEG. FUND BALANCE			14,565,730.09		0.00		0.00	15,407,611.84
+ NET OF REVENUES & EXPENDITURES		184,021.00	890,455.07		(1,649,093.79)		(1,869,461.21)	220,367.42
+ FUND BALANCE ADJUSTMENTS		0.00	0.00		0.00		0.00	(17,083.44)
= ENDING FUND BALANCE			15,456,185.16		0.00		0.00	15,610,895.82
+ LIABILITIES			11,247,879.20		1,884,579.28		1,821,097.16	10,779,569.15
= TOTAL LIABILITIES AND FUND BALANCE			26,704,064.36		(3,533,673.07)		(3,690,558.37)	26,407,548.41
Total All Funds		184,021.00	0.00		20,865,490.24		20,865,490.24	0.00

GL ACTIVITY REPORT FOR CITY OF FESTUS

From 04/01/2026 to 04/30/2026

Date	JNL	Type	Description	Reference #	Debits	Credits	Balance
04/01/2026			60-0000-11005.00 JCWA Operating Cash Acct.				1,291,802.16
04/01/2026	CD	CHK	COMMERCE BANK - COMMERCIAL CARDS				
04/01/2026	GJ	JE	1/12TH OF ANNUAL RESERVE	0000123502		154.19	1,291,647.97
04/01/2026	GJ	JE	1/12TH OF DEPRECIATION & REPLACEMEN	0000123503		39,750.00	1,251,897.97
04/01/2026	CD	CHK	AMERENUE	1442(E)		20,833.33	1,231,064.64
04/01/2026	CD	CHK	AT&T COMPANY	1443(E)		6,148.47	1,224,916.17
04/01/2026	CD	CHK	CHARTER COMMUNICATIONS	1444(E)		98.26	1,224,817.91
04/01/2026	CD	CHK	MISSOURI EMPLOYERS MUTUAL INS. CO.	1445(E)		125.49	1,224,692.42
04/01/2026	CD	CHK	METROPOLITAN LIFE INSURANCE COMPANY	1446(E)		6,941.00	1,217,751.42
04/01/2026	CD	CHK	NATIONWIDE TRUST COMPANY, FSB	1447(E)		524.05	1,217,227.37
04/01/2026	CD	CHK	UNITED HEALTHCARE SERVICES, INC.	1448(E)		805.94	1,216,421.43
04/05/2026	GJ	JE	JCWA DEBT SERVICE PAYMENTS	0000123511		3,984.02	1,212,437.41
04/10/2026	PR	CHK	SUMMARY PR 04/10/2026			61,000.00	1,151,437.41
04/10/2026	GJ	JE	JCWA FEDERAL WITHHOLDING PYMT	0000123528		11,774.47	1,139,662.94
04/13/2026	GJ	JE	HERKY RECEIPT FOR CONTRACTUAL WATER	0000123560	77,376.00	3,680.57	1,135,982.37
04/14/2026	GLJ	JE	FESTUS RECEIPT FOR CONTRACTUAL CONT	0000123555	177,320.00		1,213,358.37
04/16/2026	GJ	JE	TRANSFER FUNDS TO COVER CAPITAL PUR	0000123473	33,588.07		1,390,678.37
04/16/2026	GJ	JE	TRANSFER FUNDS TO COVER CAPITAL PUR	0000123556	26,508.45		1,424,266.44
04/16/2026	CD	CHK	CITY OF FESTUS	1449(A)		57.30	1,450,774.89
04/16/2026	CD	CHK	CITY OF FESTUS	1450(A)		1,312.98	1,450,717.59
04/16/2026	CD	CHK	Mississippi Lime Company	1451(A)		11,154.18	1,449,404.61
04/16/2026	CD	CHK	PVS DX, INC.	1452(A)		5,656.80	1,438,250.43
04/16/2026	CD	CHK	FARM PLAN - BUCHHEIT'S	1453(E)		1,084.11	1,432,593.63
04/16/2026	CD	CHK	Grainger -	1454(E)		523.67	1,431,509.52
04/16/2026	CD	CHK	BRENNTAG NORTH AMERICA, LLC	271696		1,728.90	1,430,985.85
04/16/2026	CD	CHK	BURNS & MCDONNELL ENGINEERING CO.	271697		60,096.52	1,429,256.95
04/16/2026	CD	CHK	Leader Publications, Inc.	271698		957.00	1,369,160.43
04/16/2026	CD	CHK	MISSOURI ONE CALL SYSTEM, INC.	271699		4.05	1,368,203.43
04/16/2026	CD	CHK	Missouri Rural Water Assoc.	271700		175.00	1,368,199.38
04/20/2026	GJ	JE	RECEIPT FROM COUNTY ON SCADA PROJEC	0000123579	78,596.80		1,368,024.38
04/24/2026	PR	CHK	SUMMARY PR 04/24/2026			11,300.28	1,446,621.18
04/24/2026	GJ	JE	JCWA FEDERAL WITHHOLDING PYMT	0000123573		3,509.30	1,435,320.90
04/24/2026	GJ	JE	JCWA SIT TAX PAYMENT	0000123574		835.46	1,431,811.60
04/27/2026	GJ	JE	RECORD DEPOSIT FOR REFUND FROM HACH	0000123589	941.00		1,430,976.14
04/28/2026	GJ	JE	RECORD 6-MONTH T-BILL PURCHASE @ 3.	0000123591		202,416.60	1,431,917.14
04/28/2026	GJ	JE	RECORD 2-MONTH T-BILL MATURITY @ 3.	0000123590	203,000.00		1,229,500.54
04/30/2026			END BALANCE		597,330.32	456,631.94	1,432,500.54
04/01/2026			60-0000-11506.00 Wtr Replacement M/M Acct.				290,117.12
04/01/2026	GJ	JE	1/12TH OF DEPRECIATION & REPLACEMEN	0000123503	20,833.33		310,950.45
04/07/2026	GJ	JE	RECORD 6-MONTH CD MATURITY @ 4.23%	0000123548	204,273.10		515,223.55
04/30/2026			END BALANCE		225,106.43		515,223.55
04/01/2026			60-0000-11514.00 Water Reserve M/M Account				618,610.23
04/01/2026	GJ	JE	1/12TH OF ANNUAL RESERVE	0000123502	39,750.00		658,360.23
04/07/2026	GJ	JE	RECORD 6-MONTH CD MATURITY @ 4.23%	0000123548	479,970.57		1,138,330.80
04/16/2026	GJ	JE	TRANSFER FUNDS TO COVER CAPITAL PUR	0000123473		33,588.07	1,104,742.73
04/16/2026	GJ	JE	TRANSFER FUNDS TO COVER CAPITAL PUR	0000123556		26,508.45	1,078,234.28
04/30/2026			END BALANCE		519,720.57	60,096.52	1,078,234.28
Grand Total					1,342,157.32	516,728.46	3,025,958.37

REVENUE AND EXPENDITURE REPORT FOR CITY OF FESTUS

Balance As of 04/30/2026
% Fiscal Year Completed: 58.08

GL Number	Description	25-26 Amended Budget	YTD Balance 04/30/2026 (Abnormal)	Activity For 04/30/2026 (Decrease)	Available Balance 04/30/2026 (Abnormal)	% Bdgt Used
Fund: 60 JCWA Fund						
Revenues						
INVESTMENT INCOME						
60-6000-47100.00	Water Revenue Interest	131,972.00	115,214.20	14,377.72	16,757.80	87.30
	INVESTMENT INCOME	131,972.00	115,214.20	14,377.72	16,757.80	87.30
OTHER REVENUES						
60-6000-48000.00	Misc. Income	0.00	108.56	17.06	(108.56)	100.00
60-6000-48300.00	Insurance Claims & Refund	0.00	(1,352.26)	0.00	1,352.26	100.00
	OTHER REVENUES	0.00	(1,243.70)	17.06	1,243.70	100.00
SALES PROCEEDS						
60-6000-48005.00	Proceeds from Sale	0.00	100.50	0.00	(100.50)	100.00
	SALES PROCEEDS	0.00	100.50	0.00	(100.50)	100.00
WATER & SEWER COLLECTIONS & FEES						
60-6000-49211.00	Festus Water Sales	2,087,800.00	1,212,640.00	171,600.00	875,160.00	58.08
60-6000-49212.00	Herculaneum Water Sales	911,040.00	529,152.00	74,880.00	381,888.00	58.08
	WATER & SEWER COLLECTIONS & FEES	2,998,840.00	1,741,792.00	246,480.00	1,257,048.00	58.08
	Revenues	3,130,812.00	1,855,863.00	260,874.78	1,274,949.00	59.28
Expenditures						
PAYROLL & BENEFIT EXPENSE						
60-6000-51000.00	Regular Salaries	408,477.00	231,789.23	30,450.14	176,687.77	56.74
60-6000-51100.00	Overtime	31,320.00	21,722.00	750.21	9,598.00	69.36
60-6000-51190.00	Other Personal Services	10,907.00	6,362.44	908.92	4,544.56	58.33
60-6000-52000.00	Health Insurance Expense	45,940.00	27,684.20	3,472.61	18,255.80	60.26
60-6000-52100.00	Life Insurance Expense	759.00	455.68	59.00	303.32	60.04
60-6000-52215.00	401(k) Match	50,383.00	42,160.11	516.30	8,222.89	83.68
60-6000-52300.00	FICA Tax Expense	33,644.00	18,862.57	2,306.39	14,781.43	56.07
60-6000-56400.00	Uniforms	3,500.00	1,981.46	0.00	1,518.54	56.61
60-6000-57010.00	Travel, Training & Lodging	4,000.00	0.00	0.00	4,000.00	0.00
	PAYROLL & BENEFIT EXPENSE	588,930.00	351,017.69	38,463.57	237,912.31	59.60
OTHER EXPENSES						
60-6000-51400.00	Legal Fees	4,000.00	1,555.50	1,500.00	2,444.50	38.89
60-6000-51450.00	BANK & CREDIT CARD FEES	5,992.00	1,274.37	0.50	4,717.63	21.27
60-6000-51600.00	Auditing Fees	11,500.00	11,500.00	0.00	0.00	100.00
60-6000-57000.00	DUES, LICENSES & PERMITS	1,000.00	652.44	147.89	347.56	65.24
60-6000-57100.00	Advertising	2,500.00	1,003.20	0.00	1,496.80	40.13
60-6000-57999.00	Other Misc. Special Exp.	1,500.00	230.00	175.00	1,270.00	15.33
	OTHER EXPENSES	26,492.00	16,215.51	1,823.39	10,276.49	61.21
PROFESSIONAL SERVICES						
60-6000-51500.00	Engineering Fees	5,000.00	0.00	0.00	5,000.00	0.00
60-6000-51800.00	Computer Services Fees	1,000.00	376.00	43.00	624.00	37.60
	PROFESSIONAL SERVICES	6,000.00	376.00	43.00	5,624.00	6.27
UTILITIES & MAINTENANCE						
60-6000-53100.00	Electricity	219,611.00	105,954.75	13,750.68	113,656.25	48.25
60-6000-53250.00	Trash Service	1,285.00	758.34	116.53	526.66	59.01
60-6000-54200.00	Telephone	2,734.00	1,536.49	223.64	1,197.51	56.20
60-6000-54550.00	MAINTENANCE & SOFTWARE CONTRACTS	5,317.00	1,912.00	0.00	3,405.00	35.96

REVENUE AND EXPENDITURE REPORT FOR CITY OF FESTUS

Balance As of 04/30/2026
% Fiscal Year Completed: 58.08

GL Number	Description	25-26 Amended Budget	YTD Balance 04/30/2026 (Abnormal)	Activity For 04/30/2026 (Decrease)	Balance Normal	Available 04/30/2026 (Abnormal)	% Bdg't Used
Fund: 60 JCWA Fund							
Expenditures							
UTILITIES & MAINTENANCE							
60-6000-55100.00	Gas, Oil & Antifreeze	2,000.00	193.00	0.00		1,807.00	9.65
60-6000-55350.00	LIGHT EQUIPMENT & MAINTENANCE	5,000.00	343.23	(860.80)		4,656.77	6.86
	UTILITIES & MAINTENANCE	235,947.00	110,697.81	13,230.05		125,249.19	46.92
REPAIRS & MAINTENANCE							
60-6000-53550.00	Maintenance & Repair	75,000.00	28,322.20	0.00		46,677.80	37.76
60-6000-57201.00	SLUDGE MAINTENANCE	25,000.00	0.00	0.00		25,000.00	0.00
60-6000-59999.00	Other Capital Outlay	561,000.00	166,462.73	0.00		394,537.27	29.67
	REPAIRS & MAINTENANCE	661,000.00	194,784.93	0.00		466,215.07	29.47
MATERIALS & SUPPLIES							
60-6000-54000.00	Postage	600.00	61.50	14.88		538.50	10.25
60-6000-54300.00	Office Supplies	2,000.00	67.62	0.00		1,932.38	3.38
60-6000-54400.00	Printing	300.00	0.00	0.00		300.00	0.00
60-6000-55500.00	Equipment Rent	2,500.00	0.00	0.00		2,500.00	0.00
60-6000-56305.00	Lab Supplies	17,000.00	7,293.01	1,884.39		9,706.99	42.90
60-6000-56450.00	Tools	4,000.00	760.16	34.98		3,239.84	19.00
60-6000-56460.00	Safety Supplies	3,000.00	125.07	0.00		2,874.93	4.17
60-6000-56550.00	Chemicals	260,000.00	132,424.24	17,021.03		127,575.76	50.93
60-6000-56999.00	Other Materials & Supplie	1,500.00	1,283.63	0.00		216.37	85.58
	MATERIALS & SUPPLIES	290,900.00	142,015.23	18,955.28		148,884.77	48.82
OFFICE SUPPLIES, POSTAGE, ADV, TRAVEL							
60-6000-56100.00	Other Supplies	4,500.00	0.00	0.00		4,500.00	0.00
	OFFICE SUPPLIES, POSTAGE, ADV, TRAVEL	4,500.00	0.00	0.00		4,500.00	0.00
DUES & SUBSCRIPTIONS							
60-6000-57003.00	TTHM COMPLIANCE COSTS	250.00	0.00	0.00		250.00	0.00
	DUES & SUBSCRIPTIONS	250.00	0.00	0.00		250.00	0.00
INSURANCE & BONDS							
60-6000-57200.00	Insurance,Claims & Bonds	165,422.00	89,121.88	12,971.30		76,300.12	53.88
	INSURANCE & BONDS	165,422.00	89,121.88	12,971.30		76,300.12	53.88
NET AMORTIZATION							
60-6000-59127.00	2021A/B AMORT OF BOND PREMIUM	(85,143.00)	(49,666.54)	(7,095.22)		(35,476.46)	58.33
	NET AMORTIZATION	(85,143.00)	(49,666.54)	(7,095.22)		(35,476.46)	58.33
DEBT SERVICE							
60-6000-59834.00	2012 PRINCIPAL PYMT	37,800.00	18,900.00	0.00		18,900.00	50.00
60-6000-59874.00	2021AB PRINCIPAL	390,000.00	0.00	0.00		390,000.00	0.00
	DEBT SERVICE	427,800.00	18,900.00	0.00		408,900.00	4.42
INTEREST EXPENSE							
60-6000-59835.00	2012 INTEREST PYMT	3,749.00	1,938.68	0.00		1,810.32	51.71
60-6000-59875.00	2021AB INTEREST	342,000.00	171,000.00	0.00		171,000.00	50.00
	INTEREST EXPENSE	345,749.00	172,938.68	0.00		172,810.32	50.02
	Expenditures	2,667,847.00	1,046,401.19	78,391.37		1,621,445.81	39.22

Fund 60 - JCWA Fund:

REVENUE AND EXPENDITURE REPORT FOR CITY OF FESTUS

Balance As of 04/30/2026
% Fiscal Year Completed: 58.08

GL Number	Description	25-26	YTD Balance	Activity For	Available	% Bdgt Used
		Amended Budget	Normal 04/30/2026 (Abnormal)	Increase 04/30/2026 (Decrease)	Balance 04/30/2026 Normal (Abnormal)	
Fund: 60 JCWA Fund						
TOTAL REVENUES		3,130,812.00	1,855,863.00	260,874.78	1,274,949.00	59.28
TOTAL EXPENDITURES		2,667,847.00	1,046,401.19	78,391.37	1,621,445.81	39.22
NET OF REVENUES & EXPENDITURES:		462,965.00	809,461.81	182,483.41	(346,496.81)	



Meeting May 21st, 2026

Jefferson County Water Authority Board Report

Metered Water Averages for April 2026:

Raw-1.468 MGD Festus-0.922 MGD

Herculaneum-0.348 MGD Distribution-1.270 MGD

This past month we have been moving forward and getting the ball rolling with our remaining open FY26 capital improvement projects. Sealed bids for power washing the water treatment plant exterior walls and for the repair/replacement of Well #1 roof were publicly opened at Festus City Hall on April 23rd. Staff reports with recommendations for the Board have been drafted and submitted for inclusion with the May meeting. Nic and I also worked with our I.T. folks, Forward Slash Technology, in assessing our computer needs and pinpointing a compatible modern PC and printer to replace the existing antiquated operator's PC and printer located in the plant control room. A nice Dell brand PC and a Xerox VersaLink laser printer are now on back order. Forward Slash Technology will also help us with installation and setup after the items arrive. We have been receiving a few site-visits from area roofing contractors to evaluate and submit quotes to repair/replace the water treatment plant roof. Our plan is to obtain enough information and quotes so a staff report with recommendations on how to proceed can be submitted for the Board's consideration during the June 2026 meeting. At that point, we will be setting pretty for accomplishing all special capital improvements slated for this fiscal year.

The power generator mechanic discovered an issue during the quarterly maintenance service call on May 13th. He said the fuel gage appeared to be inoperative again, and as a result the generator would not run to facilitate the scheduled maintenance actions. Furthermore, the generator did not start for periodic thirty-minute auto-test-runs, so it is safe to assume it would not start in the event of an actual commercial power failure either. The storage tank level is not low and currently has plenty of fuel. This is not the first encounter of having a faulty fuel gage on this piece of equipment; however, this is the first time the generator has not started up because of it. The current fuel gage was replaced in May 2025, and the fuel tank was topped off in April 2025. This all could be a simple programming issue, and we are currently working with Central

Power Systems and Services to come up with and implement a viable and permanent resolution. Will keep you posted on developments.

Now for a few items on the regulatory side of the house. The fee for the MOG General Operating Permit for the lime sludge/backwash water recovery lagoon has been paid. I talked with Tyler from the Metro-Ag Company about the possibility of them hauling away and safely disposing of our accumulating lime sludge stockpile. This is the same outfit that takes care of Crystal City Water Plant's lime sludge, and the characteristics of our sludge are very similar to theirs. As you may recall, the alternative lime sludge storage pit adjacent to the main entrance gate is now full, so we need to come up with a different plan. Tyler said Metro-Ag is currently playing catchup with springtime sludge land applications, but he does want to visit the JCWA to assess what we have, devise a plan, and give us a price quote. More to come on that. It's hard to believe it is already that time of year for the annual Consumer Confidence Report again. I posted a copy of the report in the operator control room at the plant then hand-delivered hard-copies to Festus and Herculaneum city halls. The customer notification certification form has been completed and forwarded to the Missouri Department of Natural Resources (Mo DNR) Public Drinking Water Branch located in Jefferson City. All done with that for another year. And speaking of Mo DNR, we hosted a short notice treatment plant tour for four folks from the St. Louis Regional Office. They are working on a Drinking Water Annual Compliance Report for DNR that they submit to the Environmental Protection Agency each year. Our team impressed them earlier this year during our compliance inspection and they want to include some pictures of our plant in this year's report. All participants were actively engaged during the tour, and we had some great discussions about water treatment concepts and how and why plant components work the way they do. Everyone learned something and walked away more knowledgeable about the water utility field in general.

Great strides in personal professional development for our staff have been made recently as well. Two operators attended a free single-day Source Water Protection/PFAS training class conducted by Mo DNR. There still seems to be a lot more questions than answers in the PFAS arena. One operator is currently enrolled to attend a multi-day drinking water treatment and distribution system training class being conducted in Desloge for three weeks in June. We can use the "Blue Training Vouchers" that we received from Mo DNR to fund this course. That's a good thing since, like everything else, training costs have really skyrocketed. One of our operators has a firm date to test for his A-Level Drinking Water Certificate of Competency to upgrade from his current C-Level on the 30th of June. A second operator has submitted his application to take a B-Level Certificate of Competency to upgrade from his current C-Level. Actual test date is pending. Let's all keep our fingers crossed for both; these are extremely tough exams to pass. They can do it!

Jeffrey Crannick, Plant Manager