



**Agenda**  
**Kirkwood City Council**  
**City Hall**  
**Council Chambers**  
**139 South Kirkwood Road**  
**Kirkwood, MO 63122**  
**Thursday, August 17, 2023, 7:00 p.m.**  
**Posted on August 11, 2023**

**I. PLEDGE OF ALLEGIANCE**

**II. ROLL CALL**

**III. INTRODUCTIONS AND RECOGNITIONS - NONE**

**IV. PRESENTATIONS - NONE**

**V. PUBLIC HEARINGS**

1. A request for a Zoning Code Text Amendment regarding the applicability of architectural review

**VI. PUBLIC COMMENTS – 3 MINUTE LIMIT PER PERSON**

The Public Comments portion of the meeting is an opportunity for the City Council to listen to comments from citizens. It is not a question and answer session and the City Council will not respond to comments or answer questions during this period. The Mayor may refer any matter brought up to the City Council to the Chief Administrative Officer or City Clerk if action is needed.

**VII. CONSENT AGENDA**

All items within the Consent Agenda will be enacted by one motion of the Council with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request of a member of the City Council. The expenditures listed in the consent agenda are items already approved in the current city budget.

- a) Approval of the August 3, 2023 Council Meeting Minutes
- b) Resolution 93-2023, accepting the bid of IMCO Utility Supply Company in the amount of \$25,100 (which includes a contingency of \$2,000) for the purchase of three 6 inch EZ-Stop Valves and Installation for the Water Department and authorizing and directing the Director of Procurement to issue a Purchase Order
- c) Resolution 94-2023, accepting the single source proposal of Schweitzer Engineering Laboratories in the amount of \$38,775 for the purchase of new relays for the Leffingwell Substation for the Electric Department and authorizing and directing the Director of Procurement to issue a Purchase Order

**VIII. UNFINISHED BUSINESS**

1. Bill 10994, amending Chapter 5, Article II, "Sign Code", Sections 5-10(a); 5-12; 5-14(t); 5-16(b); 5-17; 5-18(a) and 5-20 of the Code of Ordinances of the City of Kirkwood, Missouri



2. Bill 10995, readopting a procedure to disclose potential conflicts of interest and substantial interests for certain officials as set forth in Chapter 2, Article I, Section 2-5 of the Kirkwood Code of Ordinances
3. Resolution 87-2023, accepting the bid of City Lighting Products in the amount of \$159,571.50 for the purchase of LED Street Lights for the Electric Department and authorizing and directing the Director of Procurement to issue a Purchase Order **(Continued from July 20, 2023)**

**IX. NEW BUSINESS**

1. Bill 10996, vacating a 10' wide easement as recorded in Deed Book 12599, Page 1967 of the St. Louis County Records, to be vacated, being located in Lot 2 of Walther Subdivision, a subdivision according to the plat thereof as recorded in Plat Book 206, Pages 53 and 54 located in Section 12, Township 44 North, Range 5 East of the Fifth Principal Meridian located in the City of Kirkwood, St. Louis County, Missouri, is more particularly described on exhibits A and B
2. Resolution 95-2023, accepting the bid of J.W. Bommarito Construction in the amount not to exceed of \$200,084 (which includes a contingency of \$18,189) for North Kirkwood Road water main replacement and authorizing and directing the Mayor to enter into a contract
3. Resolution 96-2023, authorizing the filing of an application with the Municipal Park Grant Commission of St. Louis County to fund improvements to Little Mitchell Park in the City of Kirkwood, St. Louis County, Missouri
4. Resolution 97-2023, accepting the proposal of Tyler Technologies at the rates provided in the rate sheet for a Gateway Payment Vendor System for the ERP System and authorizing and directing the Mayor to enter into a contract
5. Resolution 98-2023, accepting the bid of Global Rental Co., Inc. in the amount of \$277,850 (pursuant to Sourcewell Cooperative Contract) for the purchase of a 2025 Aerial Service Truck for the Electric Department and authorizing and directing the Director of Procurement to issue a Purchase Order
6. Resolution 99-2023, authorizing the Chief Administrative Officer to enter into a Collective Bargaining Agreement with the Local Union No. 2665 of the International Association of Firefighters effective August 17, 2023 through December 31, 2025

**X. CONSENT AGENDA ITEMS FOR DISCUSSION (IF ANY)**

**XI. CITY COUNCIL REPORTS**

**XII. CHIEF ADMINISTRATIVE OFFICER REPORTS**

**XIII. CITY ATTORNEY REPORTS**

**XIV. CITY CLERK REPORTS**

1. Report of the Planning & Zoning Commission Meeting (if any)
2. Upcoming Public Hearings:  
**September 7, 2023**
  1. Establishing the Property Tax Rates for the City of Kirkwood
  2. Establishing the Property Tax Rates for the Kirkwood Municipal Library



**XV. MEETING ADJOURNMENT**

The next regular meeting of the Kirkwood City Council will take place at **7:00 p.m. on September 7, 2023.**

**CONTINUED ITEMS**

NONE

**TABLED ITEMS**

NONE

**Kirkwood City Council:** Mayor Tim Griffin, Council Members Maggie Duwe, Liz Gibbons, Nancy Luetzow, Bob Sears, Kara Wurtz and Mark Zimmer

**Contact Information:** For full City Council contact information visit [www.kirkwoodmo.org/council](http://www.kirkwoodmo.org/council). To contact the City Clerk call 314-822-5802. To contact the Chief Administrative Officer call 314-822-5803.

**Accommodation:** The City of Kirkwood is interested in effective communication for all persons. Persons requiring an accommodation to attend and participate in the meeting should contact the City Clerk at 314-822-5802 at least 48 hours before the meeting. With advance notice of seven calendar days, the City of Kirkwood will provide interpreter services at public meetings for languages other than English and for the hearing impaired. Upon request, the minutes from this meeting can be made available in an alternate format, such as CD by calling 314-822-5802.

# PROCEDURE FOR PUBLIC HEARING

Mayor: At this time the council will recess to conduct a public hearing regarding:

**A request for a Zoning Code Text Amendment regarding the applicability of architectural review**

Mayor: Mr. Hessel, do you wish to enter any exhibits into the record?

Mayor: Mr. Hawes, who will present this issue to the City Council?

**Planning & Development Services Director Jonathan Raiche**

Mayor: David, has anyone completed a card to speak regarding this proposal?

Mayor: Is there anyone in the audience that did not complete a card that wishes to speak regarding this issue? (Please be sure to fill out a card before you leave so your name and address is reflected in the record)

Mayor: Hearing no further discussion, the council will take this matter under advisement and consider the hearing to be recessed.



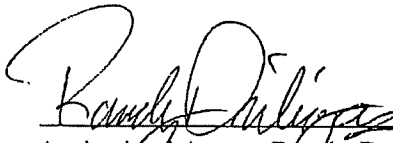


## AFFIDAVIT OF PUBLICATION

Date: 7/27/2023

City of Kirkwood  
139 S. Kirkwood Rd.  
Kirkwood, MO 63122

I, Randy Drilingas, being duly sworn, both depose and say that I am an authorized representative of the WKTimes LLC, publishers of the Webster-Kirkwood Times Newspaper in the county of St. Louis, MO, and that the advertisement shown below was published in the Webster-Kirkwood Times July 28, 2023 edition.

  
Authorized Agent, Randy Drilingas  
Webster-Kirkwood Times



NOTICE OF PUBLIC HEARING  
before the City Council of  
City of Kirkwood, MO

The Council of the City of Kirkwood will hold a public hearing in City Hall, 139 South Kirkwood Road, Kirkwood, Missouri at the hour of 7:00 p.m., Thursday, August 17, 2023 to consider the following:

***A request for a Zoning Code Text Amendment regarding the applicability of architectural review.***

Laurie Asche, City Clerk

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WHERE COMMUNITY AND SPIRIT MEET™

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July 20, 2023

Russell B. Hawes  
Chief Administrative Officer

At the July 19, 2023 meeting of the Planning and Zoning Commission, the following action was taken:

1. By a vote of 6-0, the Commission recommended approval of a text amendment to the Zoning & Subdivision Code regarding the applicability of architectural review. A public hearing is required.

The next meeting of the Planning and Zoning Commission will be held on August 16, 2023 in accordance with the summer schedule.

Respectfully submitted,

Jim Adkins, Chair  
Planning and Zoning Commission

# MEMORANDUM

**TO:** PLANNING & ZONING COMMISSION  
**FROM:** JONATHAN RAICHE, PLANNING & DEVELOPMENT SERVICES DIRECTOR  
**SUBJECT:** TEXT AMENDMENT REGARDING APPLICABILITY OF ARCHITECTURAL REVIEW  
**DATE:** JULY 19, 2023  
**CC:** JACK SCHENCK, BUILDING COMMISSIONER  
AMY LOWRY, PLANNER II  
LAUREN HOERR, PLANNER I



Staff has recently reviewed subsection 25-21 (b) and (c)(3)(v) of the Zoning Code regarding applicability of architectural review. During this review, a few items have been identified and are recommended to be revised to provide additional clarity, to expand the list of minor item that are exempt from review by the Architectural Review Board (ARB), and to make the review time for signage consistent with provisions in Chapter 5. These proposed changes were presented to the ARB and were approved with one minor suggested change to Section 25-21(b)(2)(v). A redline of all of the proposed changes is provided below:

(b) Applicability.

(1) The Architectural Review Board is responsible for architectural review in the City of Kirkwood and its decisions are either advisory or binding based on the types ~~and locations~~ of the buildings, ~~and~~ structures, ~~and/or signs~~ as defined herein.

~~(2)~~—No building permit for construction, reconstruction, expansion, or other changes to exterior alteration elements of buildings and structures; ~~and/or the installation of signs identified in this section~~ shall be issued without a decision of the Architectural Review Board as set forth in this section unless otherwise stated.

(i) Advisory decisions. Architectural review shall be required and shall be advisory for the construction, reconstruction, or expansion, or other changes to exterior building elements of all ~~new~~ single-family dwellings and ~~the construction and expansion~~ of all accessory buildings related to single-family dwellings unless the proposed activity is an exempt category listed herein.

(ii) Binding decisions. Architectural review shall be required and shall be binding for all of the following development and activities unless the proposed activity is an exempt category listed herein:

~~(i)~~a. The construction, reconstruction, and expansion, or other changes to exterior building elements of all ~~new~~ multifamily dwellings, including mixed-use buildings that contain dwelling units, and any related accessory buildings;

~~(ii)~~b. The construction, reconstruction, and expansion, or other changes to exterior building elements of ~~new~~ principal and accessory buildings in all nonresidential zoning districts;

~~(iii)~~c. The ~~construction~~ installation of ~~permanent~~ signs in all zoning districts unless specifically exempted in § 5-9 and/or § 5-10 of Chapter 5, Article II, of the Municipal Code; and

~~(iv)~~d. The approval of master sign plan applications as allowed in § 5-17 of Chapter 5, Article II, of the Municipal Code.

~~(5)~~ The following development and activities are exempt from architectural review:



- (i) Painting or general maintenance of a structure. For projects previously approved by the ARB as a binding decision, said painting shall be of a color similar to what was indicated on the approved design to be considered as an exempt activity.;
- (ii) Changes in occupancy not involving ~~structural or~~ exterior work; and
- (iii) Any interior renovations that will not alter and/or affect the exterior elevations and facade of the building or structure or any ~~exterior~~ architectural features or exterior building elements that are visible from the outside.;
- iv) Minor alterations or expansions in fenestration (window and door openings) as determined by the Planning & Development Services Director;
- v) Single-family residential decks that are not covered by a roof, pergola, or similar structure; are not visible from the street on which the house is addressed; do not include a chimney and/or fireplace wall; and are no taller than 8 feet above grade as measured from the average adjacent grade to the top of the floor of the proposed decking;
- vi) Roof-mounted solar energy systems which include panels and panel frames that are a color which complements the underlying roof;
- vii) In-kind repair or replacement of exterior building elements of the same material, finish, configuration, and color;
- viii) Swimming pools;
- ix) Accessory structures equal to or less than 120 square feet in area and 12 feet in height when accessory to one- and two-family structures;
- x) Retaining walls, except those constructed of poured concrete that are greater than 2 feet tall as measured from grade;
- xi) Fences; and
- xii) Improvements that only require a mechanical permit.

...

(c)(3)(v)

Sign permit (binding) decisions.

- a. Within 30-21 days after the building application is determined to be complete, the Architectural Review Board shall review any application for a sign subject to architectural review.
- b. If the Architectural Review Board fails to act within 30-21 days from the date the application is determined to be complete, or an extended period of time as may be agreed upon by the Architectural Review Board and the applicant, then the application shall be considered approved as submitted.

# MEMORANDUM

**TO:** MAYOR & CITY COUNCIL  
**FROM:** JONATHAN RAICHE, PLANNING & DEVELOPMENT SERVICES DIRECTOR  
**SUBJECT:** TEXT AMENDMENT REGARDING APPLICABILITY OF ARCHITECTURAL REVIEW

JDR



**DATE:** AUGUST 17, 2023  
**CC:** RUSS HAWES, CHIEF ADMINISTRATIVE OFFICER  
LAURIE ASCHE, CITY CLERK  
JOHN HESSEL, CITY ATTORNEY  
JACK SCHENCK, BUILDING COMMISSIONER  
AMY LOWRY, PLANNER II  
LAUREN HOERR, PLANNER I

Staff has recently reviewed subsection 25-21 (b) and (c)(3)(v) of the Zoning Code regarding applicability of architectural review. During this review, a few items have been identified and are recommended to be revised to provide additional clarity, to expand the list of minor item that are exempt from review by the Architectural Review Board (ARB), to make the provisions consistent with proposed changes in the Landmarks/Historic Preservation ordinance, and to make the review time for signage consistent with provisions in Chapter 5. A redline of all of the proposed changes is provided below:

- (b) Applicability.
- (1) The Architectural Review Board is responsible for architectural review in the City of Kirkwood, except for those items which require review solely by the City's Historic Preservation Commission, and its decisions are either advisory or binding based on the types ~~and locations~~ of the buildings, ~~and~~ structures, and/or signs as defined herein.
- (2) ~~No building permit for construction, reconstruction, expansion, or other changes to exterior alteration elements of buildings and structures; and/or the installation of signs identified in this section~~ shall be issued without a decision of the Architectural Review Board as set forth in this section unless otherwise stated.
- (i) Advisory decisions. Architectural review shall be required and shall be advisory for the construction, reconstruction, or expansion, or other changes to exterior building elements of all ~~new~~ single-family dwellings and ~~the construction and expansion~~ of all accessory buildings related to single-family dwellings unless the proposed activity is an exempt category listed herein.
- (ii) Binding decisions. Architectural review shall be required and shall be binding for all of the following development and activities unless the proposed activity is an exempt category listed herein:
- (i)a. The construction, reconstruction, and expansion, or other changes to exterior building elements of all ~~new~~ multifamily dwellings, including mixed-use buildings that contain dwelling units, and any related accessory buildings;
- (ii)b. The construction, reconstruction, and expansion, or other changes to exterior building elements of ~~new~~ principal and accessory buildings in all nonresidential zoning districts;
- (iii)c. The ~~construction installation~~ of ~~permanent~~ signs in all zoning districts unless specifically exempted in § 5-9 and/or § 5-10 of Chapter 5, Article II, of the Municipal Code; and

~~(iv)~~d. The approval of master sign plan applications as allowed in § 5-17 of Chapter 5, Article II, of the Municipal Code.

~~(52)~~ The following development and activities are exempt from architectural review by the Architectural Review Board:

- (i) Any application that is required to be reviewed solely by the City's Historic Preservation Commission.
- (ii) Painting or general maintenance of a structure. For projects previously approved by the ARB as a binding decision, said painting shall be of a color similar to what was indicated on the approved design to be considered as an exempt activity.;
- (iii) Changes in occupancy not involving structural or exterior work; and
- ~~(iiiiv)~~ Any interior renovations that will not alter and/or affect the exterior elevations and facade of the building or structure or any exterior architectural features or exterior building elements that are visible from the outside.;
- v) Minor alterations or expansions in fenestration (window and door openings) as determined by the Planning & Development Services Director;
- vi) Single-family residential decks that are not covered by a roof, pergola, or similar structure; are not visible from the street on which the house is addressed; do not include a chimney and/or fireplace wall; and are no taller than 8 feet above grade as measured from the average adjacent grade to the top of the floor of the proposed decking;
- vii) Roof-mounted solar energy systems which include panels and panel frames that are a color which complements the underlying roof;
- viii) In-kind repair or replacement of exterior building elements of the same material, finish, configuration, and color;
- ix) Swimming pools;
- x) Accessory structures equal to or less than 120 square feet in area and 12 feet in height when accessory to one- and two-family structures;
- xi) Retaining walls, except those constructed of poured concrete that are greater than 2 feet tall as measured from grade;
- xii) Fences; and
- xiii) Improvements that only require a mechanical permit.

...

(c)(3)(v)

Sign permit (binding) decisions.

- a. Within ~~30-21~~ days after the building application is determined to be complete, the Architectural Review Board shall review any application for a sign subject to architectural review.
- b. If the Architectural Review Board fails to act within ~~30-21~~ days from the date the application is determined to be complete, or an extended period of time as may be agreed upon by the Architectural Review Board and the applicant, then the application shall be considered approved as submitted.

BILL  
ORDINANCE

AN ORDINANCE AMENDING THE PROVISIONS OF THE MUNICIPAL CODE OF ORDINANCES, CHAPTER 25 – ZONING AND SUBDIVISION, REGARDING ARCHITECTURAL REVIEW.

WHEREAS, Staff conducted a review of Section 25-21 of the Zoning & Subdivision Code for the purposes of updating said section; and

WHEREAS, the Planning and Zoning Commission did on the 19<sup>th</sup> day of July, 2023 by referencing and amending the Staff Memo dated July 19, 2023 (attached hereto and incorporated by reference herein), recommend the approval of said Zoning Code text amendment after concluding the text amendments would meet the criteria of Sections 25-17(e)(2) of the Zoning and Subdivision Code; and

WHEREAS, on the 17<sup>th</sup> day of August, 2023, the City Council did hold a public hearing with respect to such text amendments to the Zoning and Subdivision Code after duly advertising and giving proper notice of such hearing; and

WHEREAS, the Council does find that the granting of such text amendments would meet the criteria listed in Sections 25-17(e)(2) of the Zoning and Subdivision Code.

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

SECTION 1. That the City of Kirkwood Municipal Code of Ordinances, Chapter 25 – Zoning and Subdivision, Section 25-21 (b) is hereby amended as follows:

(b) Applicability.

(1) The Architectural Review Board is responsible for architectural review in the City of Kirkwood, except for those items which require review solely by the City’s Historic Preservation Commission, and its decisions are either advisory or binding based on the types of the buildings, structures, and/or signs as defined herein. No building permit for construction, reconstruction, expansion, or other changes to exterior elements of buildings and structures; and/or the installation of signs shall be issued without a decision of the Architectural Review Board as set forth in this section unless otherwise stated.

(i) Advisory decisions. Architectural review shall be required and shall be advisory for the construction, reconstruction, expansion, or other changes to exterior building elements of all single-family dwellings and of all accessory buildings related to single-family dwellings unless the proposed activity is an exempt category listed herein.

(ii) Binding decisions. Architectural review shall be required and shall

be binding for all of the following development and activities unless the proposed activity is an exempt category listed herein:

- a. The construction, reconstruction, expansion, or other changes to exterior building elements of all multifamily dwellings, including mixed-use buildings that contain dwelling units, and any related accessory buildings;
- b. The construction, reconstruction, expansion, or other changes to exterior building elements of principal and accessory buildings in all nonresidential zoning districts;
- c. The installation of signs in all zoning districts unless specifically exempted in § 5-9 and/or § 5-10 of Chapter 5, Article II, of the Municipal Code; and
- d. The approval of master sign plan applications as allowed in § 5-17 of Chapter 5, Article II, of the Municipal Code.

(2) The following development and activities are exempt from architectural review by the Architectural Review Board:

- (i) Any application that is required to be reviewed solely by the City's Historic Preservation Commission.
- (ii) Painting or general maintenance of a structure. For projects previously approved by the ARB as a binding decision, said painting shall be of a color similar to what was indicated on the approved design to be considered as an exempt activity.;
- (iii) Changes in occupancy not involving exterior work;
- (iv) Any interior renovations that will not alter and/or affect the exterior elevations and facade of the building or structure or any exterior architectural features or exterior building elements;
- v) Minor alterations or expansions in fenestration (window and door openings) as determined by the Planning & Development Services Director;
- vi) Single-family residential decks that are not covered by a roof, pergola, or similar structure; are not visible from the street on which the house is addressed; do not include a chimney and/or fireplace wall; and are no taller than 8 feet above grade as measured from the average adjacent grade to the top of the floor of the proposed decking;
- vii) Roof-mounted solar energy systems which include panels and panel frames that are a color which complements the underlying roof;
- viii) In-kind repair or replacement of exterior building elements of the same material, finish, configuration, and color;
- ix) Swimming pools;
- x) Accessory structures equal to or less than 120 square feet in area and 12 feet in height when accessory to one- and two-family structures;
- xi) Retaining walls, except those constructed of poured concrete that are greater than 2 feet tall as measured from grade;
- xii) Fences; and
- xiii) Improvements that only require a mechanical permit.

SECTION 2. That the City of Kirkwood Municipal Code of Ordinances, Chapter 25 – Zoning and Subdivision, Section 25-21(c)(3)(v) is hereby amended as follows:

- (v) Sign permit (binding) decisions.
  - a. Within 21 days after the building application is determined to be complete, the Architectural Review Board shall review any application for a sign subject to architectural review.
  - b. If the Architectural Review Board fails to act within 21 days from the date the application is determined to be complete, or an extended period of time as may be agreed upon by the Architectural Review Board and the applicant, then the application shall be considered approved as submitted.

SECTION 3. This ordinance shall be in full force and effect after its passage and approval, as provided by law.

PASSED AND APPROVED THIS \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor, City of Kirkwood

ATTEST:

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

Public Hearing: August 17, 2023

1<sup>st</sup> Reading:

2<sup>nd</sup> Reading:

# Legislation Request

Ordinance

Place On The Agenda Of: 8/17/2023

Step #1:

Strategic Plan Select... Goal # & Title

Background To Issue:

Staff initiated a review of the architectural review procedures section in the Zoning Code primarily focused on acknowledging minor projects that might be exempted from review by the Architectural Review Board. These staff recommendations were presented to the Architectural Review Board and the Planning and Zoning Commission with minor revisions made after receiving their input. As these recommendations have made their way through the process, the City's pending revisions to the landmarks ordinance have also been presented to the City Council for consideration. To ensure consistency between these two sections of City Code, Staff is adding a recommendation at this time to exempt items that are solely reviewed by the Landmarks Commission/Historic Preservation Commission from review by the Architectural Review Board. This specific exemption was not included in the information reviewed by the ARB and P&Z Commission in the past couple of months, but is consistent with the recommendations that arose from the landmarks ordinance review process.

Recommendations and Action Requested:

The Architectural Review Board recommended approval at their meeting on June 5th by a vote of 5-0. The Planning and Zoning Commission recommended approval at their meeting on July 19th by a vote of 7-0. Staff is requesting that a public hearing be scheduled for August 17th followed by City Council consideration of the ordinance attached to this request.

Alternatives Available:

Does this project have a public information component?  Yes  No

Cost: \$0.00

Account #: 0

Project #:

If YES, Budgeted Amount: \$0.00

If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:


Budgeted: YES


BY: Jonathan Raiche

Date: 8/8/2023

Authenticated:

You can attach up to 3 files along with this request.

  
2023-08-17 ARB Applicability  
Amend Memo.pdf  
Adobe Acrobat Document  
2.41 MB

  
2023-08-17 PZ-2-24  
Ordinance.docx  
Microsoft Word Document  
21.8 KB

  
2023-07-19 ARB Applicability  
Amend MemoFINAL.pdf  
Adobe Acrobat Document  
2.36 MB

Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. **(Must have Purchasing Director's approval).**

Select...


Purchasing Director's Comments:

BY: Select...

Date:

Authenticated:

*You can attach up to 3 files along with this request.*

 File Attachment

 File Attachment

 File Attachment

Step #3: If budgetary approval is required **(Must have Finance Department's approval).**

Select...

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

BY: Select...

Date:

Authenticated:

Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.

Approve

Disapprove

Chief Administrative Officer's Comments:



BY:

*[Handwritten Signature]*

Date:

*8/10/23*

# MEMORANDUM

**TO:** PLANNING & ZONING COMMISSION  
**FROM:** JONATHAN RAICHE, PLANNING & DEVELOPMENT SERVICES DIRECTOR  
**SUBJECT:** TEXT AMENDMENT REGARDING APPLICABILITY OF ARCHITECTURAL REVIEW  
**DATE:** JULY 19, 2023  
**CC:** JACK SCHENCK, BUILDING COMMISSIONER  
AMY LOWRY, PLANNER II  
LAUREN HOERR, PLANNER I



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- iv) Minor alterations or expansions in fenestration (window and door openings) as determined by the Planning & Development Services Director;
- v) Single-family residential decks that are not covered by a roof, pergola, or similar structure; are not visible from the street on which the house is addressed; do not include a chimney and/or fireplace wall; and are no taller than 8 feet above grade as measured from the average adjacent grade to the top of the floor of the proposed decking;
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(c)(3)(v)

Sign permit (binding) decisions.

- a. Within ~~30-21~~ days after the building application is determined to be complete, the Architectural Review Board shall review any application for a sign subject to architectural review.
- b. If the Architectural Review Board fails to act within ~~30-21~~ days from the date the application is determined to be complete, or an extended period of time as may be agreed upon by the Architectural Review Board and the applicant, then the application shall be considered approved as submitted.

# MEMORANDUM

**TO:** MAYOR & CITY COUNCIL  
**FROM:** JONATHAN RAICHE, PLANNING & DEVELOPMENT SERVICES DIRECTOR  
**SUBJECT:** TEXT AMENDMENT REGARDING APPLICABILITY OF ARCHITECTURAL REVIEW  
**DATE:** AUGUST 17, 2023  
**CC:** RUSS HAWES, CHIEF ADMINISTRATIVE OFFICER  
LAURIE ASCHE, CITY CLERK  
JOHN HESSEL, CITY ATTORNEY  
JACK SCHENCK, BUILDING COMMISSIONER  
AMY LOWRY, PLANNER II  
LAUREN HOERR, PLANNER I



Staff has recently reviewed subsection 25-21 (b) and (c)(3)(v) of the Zoning Code regarding applicability of architectural review. During this review, a few items have been identified and are recommended to be revised to provide additional clarity, to expand the list of minor item that are exempt from review by the Architectural Review Board (ARB), to make the provisions consistent with proposed changes in the Landmarks/Historic Preservation ordinance, and to make the review time for signage consistent with provisions in Chapter 5. A redline of all of the proposed changes is provided below:

- (b) Applicability.
- (1) The Architectural Review Board is responsible for architectural review in the City of Kirkwood, except for those items which require review solely by the City's Historic Preservation Commission, and its decisions are either advisory or binding based on the types ~~and locations~~ of the buildings, ~~and~~ structures, and/or signs as defined herein.
- (2) ~~No building permit for construction, reconstruction, expansion, or other changes to exterior alteration elements of buildings and structures; and/or the installation of signs identified in this section~~ shall be issued without a decision of the Architectural Review Board as set forth in this section unless otherwise stated.
- (i) Advisory decisions. Architectural review shall be required and shall be advisory for the construction, reconstruction, or expansion, or other changes to exterior building elements of all ~~new~~ single-family dwellings and ~~the construction and expansion~~ of all accessory buildings related to single-family dwellings unless the proposed activity is an exempt category listed herein.
- (ii) Binding decisions. Architectural review shall be required and shall be binding for all of the following development and activities unless the proposed activity is an exempt category listed herein:
- (i)a. The construction, reconstruction, and expansion, or other changes to exterior building elements of all ~~new~~ multifamily dwellings, including mixed-use buildings that contain dwelling units, and any related accessory buildings;
- (ii)b. The construction, reconstruction, and expansion, or other changes to exterior building elements of ~~new~~ principal and accessory buildings in all nonresidential zoning districts;
- (iii)c. The ~~construction installation~~ of ~~permanent~~ signs in all zoning districts unless specifically exempted in § 5-9 and/or § 5-10 of Chapter 5, Article II, of the Municipal Code; and

~~(iv)~~d. The approval of master sign plan applications as allowed in § 5-17 of Chapter 5, Article II, of the Municipal Code.

(52) The following development and activities are exempt from architectural review by the Architectural Review Board:

- (i) Any application that is required to be reviewed solely by the City's Historic Preservation Commission.
- (ii) Painting or general maintenance of a structure. For projects previously approved by the ARB as a binding decision, said painting shall be of a color similar to what was indicated on the approved design to be considered as an exempt activity.;
- (iii) Changes in occupancy not involving structural or exterior work; and
- ~~(iiiiv)~~ Any interior renovations that will not alter and/or affect the exterior elevations and facade of the building or structure or any exterior architectural features or exterior building elements that are visible from the outside.;
- v) Minor alterations or expansions in fenestration (window and door openings) as determined by the Planning & Development Services Director;
- vi) Single-family residential decks that are not covered by a roof, pergola, or similar structure; are not visible from the street on which the house is addressed; do not include a chimney and/or fireplace wall; and are no taller than 8 feet above grade as measured from the average adjacent grade to the top of the floor of the proposed decking;
- vii) Roof-mounted solar energy systems which include panels and panel frames that are a color which complements the underlying roof;
- viii) In-kind repair or replacement of exterior building elements of the same material, finish, configuration, and color;
- ix) Swimming pools;
- x) Accessory structures equal to or less than 120 square feet in area and 12 feet in height when accessory to one- and two-family structures;
- xi) Retaining walls, except those constructed of poured concrete that are greater than 2 feet tall as measured from grade;
- xii) Fences; and
- xiii) Improvements that only require a mechanical permit.

...

(c)(3)(v)

Sign permit (binding) decisions.

- a. Within 30-21 days after the building application is determined to be complete, the Architectural Review Board shall review any application for a sign subject to architectural review.
- b. If the Architectural Review Board fails to act within 30-21 days from the date the application is determined to be complete, or an extended period of time as may be agreed upon by the Architectural Review Board and the applicant, then the application shall be considered approved as submitted.

# ***THE CONSENT AGENDA IS ATTACHED***

- a) Approval of the August 3, 2023 Council Meeting Minutes
- b) Resolution 93-2023, accepting the bid of IMCO Utility Supply Company in the amount of \$25,100 (which includes a contingency of \$2,000) for the purchase of three 6 inch EZ-Stop Valves and Installation for the Water Department and authorizing and directing the Director of Procurement to issue a Purchase Order
- c) Resolution 94-2023, accepting the single source proposal of Schweitzer Engineering Laboratories in the amount of \$38,775 for the purchase of new relays for the Leffingwell Substation for the Electric Department and authorizing and directing the Director of Procurement to issue a Purchase Order



WHERE COMMUNITY AND SPIRIT MEET

DRAFT

**City Council Meeting Minutes  
Kirkwood City Hall  
Thursday, August 3, 2023, 7:00 p.m.**

Pursuant to notice of meeting duly given by the Mayor, the City Council convened on Thursday, August 3, 2023, at 7:00 p.m. at Kirkwood City Hall, 139 South Kirkwood Road, Kirkwood, Missouri. Present were: Mayor Griffin, Council Members, Duwe, Luetzow, Sears and Zimmer. Also in attendance were Assistant Chief Administrative Officer David Weidler, City Clerk Laurie Asche, Deputy City Clerk Bridget Waters, City Attorney John Hessel, and Public Services Director Chris Krueger. Council Member Gibbons and Chief Administrative Officer Russell Hawes were absent and excused.

**AMENDMENT OF AGENDA**

Motion was made by Council Member Luetzow and seconded by Council Member Zimmer to amend Agenda to remove Bill 10996 from New Business. Motion passed unanimously.

Bill 10996 was removed from the agenda.

**INTRODUCTIONS AND RECOGNITIONS**

NONE

**PRESENTATION**

NONE

**PUBLIC HEARINGS**

NONE

**PUBLIC COMMENTS**

1. Tom Moser, 631 Mistletoe Ln. made comments about the Kirkwood Road Project and the Electric Fund transfers.

**CONSENT AGENDA**

Motion was made by Council Member Zimmer and seconded by Council Member Duwe to approve the Consent Agenda. The Consent Agenda was unanimously approved.

- a) Approval of the July 20, 2023 Council Meeting Minutes
- b) Resolution 89-2023, appointing Karen Coulson to the Planning & Zoning Commission for a partial term to June 2024
- c) Resolution 90-2023, accepting the bid of Joe Machens Ford in the amount of \$39,137 (pursuant to State of Missouri Cooperative Contract) for the purchase of a 2023 Ford F150 Truck for the Electric Department and authorizing and directing the Director of Procurement to issue a Purchase Order



WHERE COMMUNITY AND SPIRIT MEET

DRAFT

**UNFINISHED BUSINESS**

Bill 10992, appropriating \$17,814 from the Certificates of Participation Series 2022 to the Fire Department Machinery and Equipment Account, and accepting the bid of Sentinel Emergency Solutions in the amount of \$17,813.26 (pursuant to Sourcewell Cooperative Contract) for the purchase of a Slide-In Brush Fire Unit for the Fire Department and authorizing and directing the Director of Procurement to issue a Purchase Order was brought before the City Council.

Roll Call:

Mayor Griffin	“Yes”
Council Member Gibbons	Absent
Council Member Luetzow	“Yes”
Council Member Sears	“Yes”
Council Member Wurtz	“Yes”
Council Member Zimmer	“Yes”
Council Member Duwe	“Yes”

The bill, having received majority approval of the Council, was adopted and became Ordinance 10820.

Bill 10993, vacating an 10’ wide easement that exists on Lot 30 of Osage Hills Section E, as recorded in Plat Book 23, Pages 48 and 49 of the St. Louis County Recorder of Deeds, located in the City of Kirkwood, St. Louis County, Missouri, and more particularly described on exhibits A and B was brought before the City Council.

Roll Call:

Mayor Griffin	“Yes”
Council Member Gibbons	Absent
Council Member Luetzow	“Yes”
Council Member Sears	“Yes”
Council Member Wurtz	“Yes”
Council Member Zimmer	“Yes”
Council Member Duwe	“Yes”

The bill, having received majority approval of the Council, was adopted and became Ordinance 10821.





WHERE COMMUNITY AND SPIRIT MEET™

DRAFT

**NEW BUSINESS**

Bill 10994, amending Chapter 5, Article II, "Sign Code", Sections 5-10(a); 5-12; 5-14(t); 5-16(b); 5-17; 5-18(a) and 5-20 of the Code of Ordinances of the City of Kirkwood, Missouri was brought before the City Council. Motion was made by Council Member Zimmer and seconded by Council Member Wurtz to accept the Bill as read.

The bill received first reading approval and was held over.

Bill 10995, readopting a procedure to disclose potential conflicts of interest and substantial interests for certain officials as set forth in Chapter 2, Article I, Section 2-5 of the Kirkwood Code of Ordinances was brought before the City Council. Motion was made by Council Member Wurtz and seconded by Council Member Luetzow to accept the Bill as read.

The bill received first reading approval and was held over.

Resolution 91-2023, amending the contract with Spencer Contracting by increasing the contract amount by \$9,103.71 for a total not to exceed amount of \$424,178.88 for the 2023 Asphaltic Concrete Overlays for the Engineering Department and authorizing and directing the Mayor to enter into an amended contract was brought before the City Council. Motion was made by Council Member Duwe and seconded by Council Member Wurtz to accept the Resolution as read.

Roll Call:

Mayor Griffin	"Yes"
Council Member Gibbons	Absent
Council Member Luetzow	"Yes"
Council Member Sears	"Yes"
Council Member Wurtz	"Yes"
Council Member Zimmer	"Yes"
Council Member Duwe	"Yes"

Resolution 92-2023, amending the contract with Mackey Mitchell Architects by increasing the amount by \$99,000 for a total not to exceed amount of \$550,523 (which includes an additional contingency of \$12,874) for Professional Design Services for the TAP-5502(613) Rehabilitation of the Historic Kirkwood Train Station and authorizing and directing the Mayor to enter into an amended contract was brought before the City Council. Motion was made by Council Member Duwe and seconded by Council Member Luetzow to accept the Resolution as read.

Roll Call:

Mayor Griffin	"Yes"
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WHERE COMMUNITY AND SPIRIT MEET™

DRAFT

Council Member Gibbons	Absent
Council Member Luetzow	"Yes"
Council Member Sears	"Yes"
Council Member Wurtz	"Yes"
Council Member Zimmer	"Yes"
Council Member Duwe	"Yes"

**CONSENT AGENDA ITEMS FOR DISCUSSION**  
NONE

**CITY COUNCIL REPORTS**

Council Member Luetzow stated that the Train Station Rehabilitation Open House will be held on Tuesday, August 8<sup>th</sup> from 4-7 pm at the Kirkwood Train Station.

**CHIEF ADMINISTRATIVE OFFICER REPORT**  
NONE

**CITY ATTORNEY REPORT**  
NONE

**CITY CLERK REPORT**

Ms. Asche reported two upcoming Public Hearings:

**August 17, 2023**

1. A request for a Zoning Code Text Amendment regarding the applicability of architectural review

**September 7, 2023**

1. Establishing the Property Tax Rates for the City of Kirkwood
2. Establishing the Property Tax Rates for the Kirkwood Municipal Library

**ADJOURNMENT**

There being no further business to come before the Council, the formal meeting was adjourned at 7:11 p.m. The next regular meeting of the Kirkwood City Council will take place at 7:00 p.m. on August 17, 2023.

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Laurie Asche  
City Clerk

***Approved:***

RESOLUTION 93-2023

A RESOLUTION ACCEPTING THE BID OF IMCO UTILITY SUPPLY COMPANY IN THE AMOUNT OF \$25,100 (WHICH INCLUDES A CONTINGENCY OF \$2,000) FOR THE PURCHASE OF THREE 6 INCH EZ-STOP VALVES AND INSTALLATION FOR THE WATER DEPARTMENT AND AUTHORIZING AND DIRECTING THE DIRECTOR OF PROCUREMENT TO ISSUE A PURCHASE ORDER.

WHEREAS, pursuant to law, the City solicited bids for the purchase of three 6 inch EZ-Stop Valves and Installation for the Water Department, and

WHEREAS, the most responsible bid received was that of IMCO Utility Supply Company in the amount of \$25,100 (which includes a contingency of \$2,000), which bid acceptance is approved by the Chief Administrative Officer and recommended by the Director of Procurement, Director of Electric and the Director of Public Services, and

WHEREAS, funds are available in Account #505-030-300-304-000-620080 (Distribution System Improvement), Project #WA2401.

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

SECTION 1. The bid of IMCO Utility Supply Company in the amount of \$25,100 (which includes a contingency of \$2,000) for the purchase of three 6 inch EZ-Stop Valves and Installation is hereby accepted and approved.

SECTION 2. The Director of Procurement is hereby authorized and directed to issue a Purchase Order to IMCO Utility Supply Company in the amount of \$25,100 (which includes a contingency of \$2,000) for the purchase of three 6 inch EZ-Stop Valves and Installation.

SECTION 3. This Resolution shall be in full force and effect after its passage and approval.

PASSED AND APPROVED THIS 17<sup>TH</sup> DAY OF AUGUST 2023.

---

Mayor, City of Kirkwood

ATTEST:

---

City Clerk

# Legislation Request

## Resolution

Place On The Agenda Of: 8/17/2023

Step #1:

Strategic Plan YES

Goal # & Title Quality of Life: Goal 3, Objective 1

### Background To Issue:

Water has planned for valve maintenance late this summer. In order to complete this task, Water will need to purchase and install three insta-valves to minimize customer shut down impacts during watermain breaks. Water solicited bids through the City's Procurement Department and received one quote from IMCO Utility Supply Company in the amount of \$23,100 to furnish and install the new valves.

### Recommendations and Action Requested:

It is recommended that the City Council accept the bid submitted by IMCO Utility Supply Company in the amount not to exceed \$25,100, which includes a contingency of \$2,000, for the purchase and installation of three insta-valves.

### Alternatives Available:

Does this project have a public information component?  Yes  No

Cost: \$25,100.00 Account #: 5053030030400... Project #: WA2401 Budgeted: YES

If YES, Budgeted Amount: \$25,100.00 If NO, or if insufficient funding (Complete Step #3).

### Department Head Comments:

BY: Christopher Krueger

Date: 8/2/2023

Authenticated: Ckrueger

*You can attach up to 3 files along with this request.*

 File Attachment

 File Attachment

 File Attachment

Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. **(Must have Purchasing Director's approval).**

Approve

Purchasing Director's Comments:

BY: Select...

Date: 8/7/2023

Authenticated: sfo

You can attach up to 3 files along with this request.



202308070835.pdf  
Adobe Acrobat Document  
33.6 KB

File Attachment

File Attachment

Step #3: If budgetary approval is required (**Must have Finance Department's approval**).

Budgetary Approval

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

Budgetary appropriation is available and sufficient for \$25,100.00 in account 505-030-300-304-000-620080, Distribution System Improvement, Project WA2401, Water Main Replacement to approve the above as requested.

BY: John Adams

Date: 8/7/2023

Authenticated: stephesf

Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.

Approve     Diasapprove

Chief Administrative Officer's Comments:

BY:

Date: 8/10/23

Aug 17

August 2, 2023

To: Russel B. Hawes, Chief Administrative Officer

**For Your Consideration:** 3 – 6” EZ-Stop Valves and Installation - 13961

Sealed bids were publicly opened on July 11, 2023. There was only one bidder, IMCO Utility Supply Company, for a total of \$23,100.

Bid requests were sent to a total of 267 suppliers through our e-procurement system, however only one supplier replied.

The bid was provided to Clarence Patterson, Water Superintendent, for evaluation. It is recommended that the bid be awarded to IMCO Utility Supply Company for the amount of \$25,100, which includes a \$2,000 contingency, as they were the only response.

Attached is a request from Clarence Patterson, Water Superintendent, for a resolution authorizing a purchase order to be issued to IMCO Utility Supply Company in the amount of \$25,100 for 3 – 6” EZ-Stop Valves and Installation

Respectfully,



Sara Foan-Oliver  
Procurement Director

RESOLUTION 94-2023

A RESOLUTION ACCEPTING THE SINGLE SOURCE PROPOSAL OF SCHWEITZER ENGINEERING LABORATORIES IN THE AMOUNT OF \$38,775 FOR THE PURCHASE OF NEW RELAYS FOR THE LEFFINGWELL SUBSTATION FOR THE ELECTRIC DEPARTMENT AND AUTHORIZING AND DIRECTING THE DIRECTOR OF PROCUREMENT TO ISSUE A PURCHASE ORDER.

WHEREAS, the Electric Department is in the process of installing new relays at all of the substations, and

WHEREAS, Schweitzer Engineering Laboratories submitted a proposal in the amount of \$38,775 for the new relays for the Leffingwell Substation for the Electric Department, and

WHEREAS, Schweitzer Engineering Laboratories is the single source provider for the relays, and

WHEREAS, funds are available in Account #501-20-250-254-000-620080 (Distribution System Improvements).

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

SECTION 1. The single source proposal of Schweitzer Engineering Laboratories in the amount of \$38,775 for the purchase of new relays for the Leffingwell Substation for the Electric Department is hereby accepted and approved.

SECTION 2. The Director of Procurement is hereby authorized and directed to issue a purchase order to Schweitzer Engineering Laboratories in the amount of \$38,775 for the purchase of new relays for the Leffingwell Substation for the Electric Department.

SECTION 3. This Resolution shall be in full force and effect after its passage and approval.

PASSED AND APPROVED THIS 17<sup>TH</sup> DAY OF AUGUST 2023.

---

Mayor, City of Kirkwood

ATTEST:

---

City Clerk

# Legislation Request

## Resolution

Place On The Agenda Of: 8/17/2023

Step #1:

Strategic Plan YES      Goal # & Title Goal #1 - Quality of Life

Background To Issue:

The Electric Department is replacing the relays at it substations. The relays control circuits and report back information on current, voltage and load..

Recommendations and Action Requested:

Approval of a resolution to authorize the Procurement Director to enter into a contract with Schweitzer in the amount of \$38,775 for substations relays.

Alternatives Available:

These new Schweitzer relays have been installed at our substations and we are now doing Leffingwell. these relays are the specified by our interconnected utility, Ameren Missouri.

Does this project have a public information component?  Yes  No

Cost: \$38,775.00      Account #: 620080

Project #:

If YES, Budgeted Amount: \$100,000.00      If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

Budgeted: YES

The department recommends approval of the resolution

BY: Mark Petty

Date: 8/9/2023

Authenticated:

*You can attach up to 3 files along with this request.*

 File Attachment

 File Attachment

 File Attachment

Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. (**Must have Purchasing Director's approval**).

Approve

Purchasing Director's Comments:



BY: Sara Foan-Oliver

Date: 8/9/2023

Authenticated: sfo

You can attach up to 3 files along with this request.



File Attachment

File Attachment

Step #3: If budgetary approval is required (**Must have Finance Department's approval**).

Budgetary Approval

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

Budgetary appropriation is available and sufficient for \$38,775 in account 501-20-250-254-000-620080, Distribution System Improvements to approve the above as requested.

BY: Sandra Stephens

Date: 8/9/2023

Authenticated: stephesf

Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.

Approve     Disapprove

Chief Administrative Officer's Comments:

BY:

Date: 8/10/23

August 9, 2023

**To:** Russell Hawes, Chief Administrative Officer

**For Your Consideration:** Relays for Leffingwell Substation - 500980

The Electric Department is in the process of installing new relays at all of the substations.

The new Schweitzer relay is what is being installed in order to stay in line with what Ameren specifies for interconnected utilities. The Schweitzer relays are a single source project.

Attached is a request from Mark Petty, Electric Director, for a resolution authorizing a purchase order to be issued to Schweitzer Engineering Laboratories in the amount of \$38,775 for new relays for the Leffingwell Substation.

Respectfully,

A handwritten signature in cursive script, appearing to read "Sara Foan - Oliver".

Sara Foan - Oliver  
Procurement Director

BILL 10994

ORDINANCE

AN ORDINANCE AMENDING CHAPTER 5, ARTICLE II, "SIGN CODE" SECTIONS 5-10(A); 5-12; 5-14(T); 5-16(B); 5-17; 5-18(A) AND 5-20 OF THE CODE OF ORDINANCES, CITY OF KIRKWOOD, MISSOURI.

WHEREAS, City Staff has recommended amendments to the Sign Code concerning flags and unkempt and unsightly signs; and

WHEREAS, the City Council believes it is in the best interests of the City to amend the Sign Code accordingly.

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

**SECTION 1. Chapter 5, Art. II, Section 5-10(a) is hereby deleted and the following is inserted in lieu thereof:**

(a) Except as provided for in § 5-9, or where otherwise expressly stated, Table 10-1 establishes all the sign types permitted in the City of Kirkwood and establishes where a sign permit and architectural review is required for the individual signs.

<b>Sign Type</b>	<b>Sign Permit Required</b>	<b>ARB Review Required</b>
Wall sign for individual residential dwellings	No	No
Permanent signs at residential subdivision or multifamily development entrances	Yes	Yes
Awning and canopy signs	Yes	Yes
Driveway signs	Yes	Yes
Drive-through signs	Yes	Yes
Ground signs	Yes	Yes
Marquee signs	Yes	Yes
Projecting signs	Yes	Yes
Wall signs (nonresidential)	Yes	Yes
Window signs	Yes	Yes
Temporary sign without a commercial message	No	No
Temporary signs with a commercial message in residential zoning districts	No	No

Flags	No	No
Temporary signs with a commercial message in nonresidential zoning districts	Sign permits shall be required for any sign that is 12 square feet or larger.	ARB review required for any sign that is 12 square feet or larger and that will be in place for 30 days or longer
Master sign plans	Yes, for the construction of each sign as established in this article	Yes

**SECTION 2. Chapter 5, Art. II, Section 5-12 is hereby deleted and the following is inserted in lieu thereof:**

The following types of signs are specifically prohibited within the City of Kirkwood:

(a) Any sign that copies or imitates a sign installed by any governmental agency or purports to have been authorized by a governmental agency;

(b) Signs that interfere with, obstruct the view of, or are similar in appearance to any authorized traffic sign, signal, or device because of its position, shape, use of words, or color;

(c) Signs that constitute a hazard to safety or health by reason of inadequate or inappropriate design, construction, repair, or maintenance, as determined by the Building Commissioner;

(d) Signs that employ any parts or elements which revolve, rotate, whirl, spin, or otherwise make use of motion to attract attention. This shall not include electronic message centers as allowed in this article;

(e) Signs with moving or flashing lights, except for electronic message centers as allowed in this article;

(f) Beacons and searchlights, except for emergency purposes;

(g) Windblown devices, pennants, streamers, and similar signs that are designed to move by atmospheric, mechanical, electrical, or other means, whether containing words or numerals or containing no message;

(h) Air-activated graphics;

(i) Balloon signs;

(j) Pole signs;

(k) Roof signs;

(l) Signs that are applied to trees, bus shelters, utility poles, benches, trash receptacles, newspaper vending machines or boxes, or any other unapproved supporting structure, or otherwise placed in the public right-of-way, except as provided for in § 5-14(r);

(m) Signs that obstruct or substantially interfere with any window, door, fire escape, stairway, ladder, or opening intended to provide light, air, ingress, or egress to any building;

(n) Signs which are not securely affixed to the ground or otherwise affixed in a permanent manner to an approved supporting structure unless specifically permitted as a temporary sign;

(o) Portable signs;

(p) Vehicle signs viewed from a public road with the primary purpose of providing signage not otherwise allowed by this article. A vehicle sign shall be considered to be used for the primary purpose of advertising if the vehicle fails to display current license plates, inspection sticker, or municipal decal; if the vehicle is inoperable; if evidence of paid-to-date local taxes cannot be made available; or if the sign alters the standard design of such vehicle. Vehicle signs include those attached to or placed on a vehicle or trailer. Vehicles or trailers shall not be parked continuously in one location to be used primarily as additional signage. This does not apply to a vehicle parked at a driver's residence and that is the primary means of transportation to and from his or her place of employment; and

(q) Unkempt or unsightly signs;

(r) Any sign not specifically allowed by this article.

**SECTION 3. Chapter 5, Art. II, Section 5-14(t) is hereby deleted and the following is inserted in lieu thereof:**

(t) Maintenance.

(1) Every sign shall be maintained in a safe, presentable, and good structural condition at all times, including the replacement of a defective part, painting, cleaning, and other acts required for the maintenance of the sign, and all unkempt or unsightly signs shall be prohibited as set forth in Section 5-12(q).

(2) Whenever a sign is to be removed pursuant to the requirements of this section, all parts of the sign and supporting structure (e.g., pole, monument, cabinet structure, etc.), excluding buildings for wall, projecting, or similar signage, shall be removed in its entirety. This section shall not require the removal of a raceway if mounted to such structure on a building.

**SECTION 4. Chapter 5, Art. II, Section 5-17 titled "Master sign plan" is hereby renumbered as Section 5-18, as set forth in SECTION 5 of this Ordinance, and Section 5-17 is hereby amended to read as follows:**

**Section 5-17 Flags.**

(a) Flags shall be permitted in any zoning district without a permit. Each lot or parcel of land in the city shall be limited to the display of not more than four flags. Parcels of land in excess of five acres in size, however, may display additional flags provided that there are not more than four flags displayed per five acres of land area. No flag shall exceed 24 square feet in size. Within five days prior to and three days following a national holiday such as Independence

Day, Memorial Day or Veteran's Day, there shall be no limitation on the number of U.S. flags displayed on any parcel of land within the city. Flagpoles shall not exceed 24 feet in height in residential districts. In other districts they shall be subject to the maximum structure height limitations.

**SECTION 5. Chapter 5, Art. II, Sections 5-17 through 5-20 shall be renumbered, as set forth below, as Sections 5-18 through 5-21 and Chapter 5, Art. III, "Property Maintenance Code", Section 5-21 shall be renumbered as Section 5-22:**

- Section 5-17, "Master sign plan" shall be renumbered as Section 5-18;
- Section 5-18, "Nonconforming signs" shall be renumbered as Section 5-19;
- Section 5-19, "Enforcement, violations, and penalties" shall be renumbered as Section 5-20; and
- Section 5-20, "Definitions" shall be renumbered as Section 5-21.

**SECTION 6. Chapter 5, Art. II, Section 5-19(a) (as renumbered) is hereby amended to read as follows:**

(a) Any sign, other than a flag, which is lawful and erected shall be permitted to remain or to be repaired or replaced with a sign of comparable size and configuration even though it fails to conform to the regulatory provisions of this article, provided that it does not become less conforming to any of the existing provisions of this article, and further provided that such signs located on the premises must be brought into compliance with all provisions of this Sign Code when:

- (1) There is a change in the type of materials used in the construction of the sign; provided, however, that a change of facing, panels, message or advertising does not constitute a change of type of materials;
- (2) There is a change in the size or area of the sign;
- (3) A nonconforming temporary sign has been used for more than one year;
- (4) There is a relocation of the sign to another location on the premises for reasons other than for public health and safety; or
- (5) There is an abandonment or a discontinuance of the sign. Whenever the sign, for a continuous period of 120 days or longer, no longer advertises services or products available on the site, or does not contain an advertising message, the sign shall be considered abandoned and discontinued.

**SECTION 7. Chapter 5, Art. II, Section 5-21 (as renumbered), “Definitions” is hereby amended by adding the following definitions for “FLAGS” and “UNKEMPT AND UNSIGHTLY SIGN” to read as follows:**

**FLAGS**

Any fabric or bunting containing distinctive colors, patterns or symbols, including but not limited to, flags used as a symbol of a government, institution, or business, which must be directly and securely affixed to a flagpole or permanent structure.

**UNKEMPT OR UNSIGHTLY SIGN**

A sign that is clearly in disrepair, is missing part of its copy, has letters or other copy that are broken, missing or so faded that they are difficult to read from the street, is not securely affixed to either the ground or some other supporting structure, contains an illegible message, contains rust or peeling or flaking paint, or has damage to its face which is clearly visible from the street.

**SECTION 8.** This ordinance shall be in full force and effect after its passage and approval, as provided by law.

PASSED AND APPROVED THIS DAY OF.

---

Mayor, City of Kirkwood

ATTEST:

---

City Clerk  
1<sup>st</sup> Reading:  
2<sup>nd</sup> Reading:

# Legislation Request

## Ordinance

Place On The Agenda Of: 8/3/2023

Step #1:

Strategic Plan NO      Goal # & Title

Background To Issue:

Revisions were made to the Sign Code of the Kirkwood Code of Ordinances.

Recommendations and Action Requested:

Approve the amended Sign Code of the Kirkwood Code of Ordinances.

Alternatives Available:

Does this project have a public information component?  Yes  No

Cost: \$0.00      Account #: 0000000

Project #:

If YES, Budgeted Amount: \$0.00

If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

Budgeted: YES

BY: Laurie Asche


Date: 7/25/2023

Authenticated: Aschelb

*You can attach up to 3 files along with this request.*

 File Attachment

 File Attachment

 File Attachment

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Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. **(Must have Purchasing Director's approval).**

Select...

Purchasing Director's Comments:



BY: Select...

Date:

Authenticated:

You can attach up to 3 files along with this request.

 File Attachment

 File Attachment

 File Attachment

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Step #3: If budgetary approval is required (**Must have Finance Department's approval**).

Select...

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

BY: Select...

Date:

Authenticated:

---

Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.

Approve     Disapprove

Chief Administrative Officer's Comments:

BY: 

Date: 7-26-23

BILL 10995

ORDINANCE

AN ORDINANCE READOPTING A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN OFFICIALS AS SET FORTH IN CHAPTER 2, ARTICLE I, SECTION 2-5 OF THE KIRKWOOD CODE OF ORDINANCES.

WHEREAS, in Ordinance 8079, and as readopted in Ordinances 8340, 8445, 8641, 8745, 8840, 8941, 9063, 9185, 9327, 9418, 9529, 9619, 9698, 9788, 9868, 9943, 10030, 10144, 10218, 10282, 10352, 10427, 10512, 10620, 10678, 10723, 10768 the Council of the City of Kirkwood established a policy to disclose potential conflicts of interest and substantial interests for certain officials, and

WHEREAS, the Missouri Ethics Commission has issued an opinion indicating that this procedure must be readopted every two years in order to be effective, and

WHEREAS, the Council desires to annually readopt the existing procedure.

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

SECTION 1. That Section 2-5, "Personal Financial Interest" shall be deleted in its entirety and the following inserted in lieu thereof:

**"Sec. 2.5. Conflicts of interest; Personal financial interest; Disclosure reports".**

(a) All elected and appointed officials as well as employees of the city must comply with the applicable provisions of Section 105.450 through 105.498 of Missouri Revised Statutes on conflicts of interest as well as any other state law governing official conduct.

(b) Any city officer, board member, council member, commission member, committee member or employee who has a substantial financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the city or in the sale of any land, material, supplies or services to the city or to a contractor supplying the city, shall make known that interest and shall refrain from voting upon or otherwise participating as a city officer, board member, council member, commission member, committee member or employee in the making of such contract. Any person who is a city officer, board member, council member, commission member, committee member or employee who willfully conceals such a substantial financial interest or willfully violates the requirements of this subsection (b) shall be guilty of malfeasance in office or position and shall forfeit such person's office or position. Violation of this subsection (b) with the knowledge, express or implied, of the person or corporation contracting with or making a sale to the city shall render the contract or sale voidable by the chief administrative officer of the city council.

(c) Any member of the governing body of the city who has a "substantial or private interest" in any measure, bill, order or ordinance proposed or pending before such governing body must disclose that interest to the city clerk and such disclosure shall be recorded in the appropriate journal of the city. For the purposes of this Section, substantial or private interest is defined as ownership by the individual, his or her spouse, or his or her dependent children, whether singularly or collectively, directly or indirectly of: (1) 10% or more of any business entity; or (2) an interest having a value of \$10,000 or more; or (3) the receipt of a salary, gratuity, or other compensation or remuneration of \$5,000 or more, per year from any individual, partnership, organization, or association within any calendar year.

(d) Each elected official, the chief administrative officer, the chief purchasing officer as identified in Section 105.483(11) of the Missouri Revised Statutes, and the general counsel, if any, shall disclose the following information by May 1 if any such transactions occurred during the previous calendar year:

(1) For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars per transaction, if any, that such person had with the city, other than compensation received as an employee or payment of any tax, fee or penalty due to the city, and other than transfers for no consideration to the city.

(2) The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars per transaction, if any, that any business entity in which such person had a substantial interest, had with the city, other than payment of any tax, fee or penalty due to the city or transactions involving payment for providing utility service to the city, and other than transfers for no consideration to the city.

(3) The chief administrative officer and the chief purchasing officer also shall disclose by May 1 for the previous calendar year the following information:

A. The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by the statement;

B. The name and address of each sole proprietorship that he/she owned, the name, address and the general nature of the business conducted of each general partnership and joint venture in which he/she was partner or participant; the name and address of each partner or coparticipant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent (10%) or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded

corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent (2%) or more of any class of outstanding stock, limited partnership units or other equity interests;

C. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

(e) The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year;

(1) Every person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the city council may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.

(2) Each person appointed to office shall file the statement within thirty (30) days of such appointment or employment.

Financial disclosure reports giving the financial information required in subsection (e) shall be filed with the city clerk and the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours."

SECTION 2. A certified copy of this ordinance shall be sent within ten (10) days of its adoption to the Missouri Ethic's Commission.

SECTION 3. All ordinances or parts of ordinances in conflict herewith, are to the extent of such conflict hereby repealed.

SECTION 4. This ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect until amended or repealed by the city council.

PASSED AND APPROVED THIS DAY OF.

\_\_\_\_\_  
Mayor, City of Kirkwood

ATTEST:

\_\_\_\_\_  
City Clerk  
1<sup>st</sup> Reading:  
2<sup>nd</sup> Reading:

# Legislation Request

## Ordinance

Place On The Agenda Of: 8/3/2023

Step #1:

Strategic Plan NO Goal # & Title

Background To Issue:

The Missouri Ethics Commission has issued an opinion that a Conflict of Interest procedure must be readopted every two years in order to be effective. The Kirkwood City Council desires to readopt the existing procedure annually.

Recommendations and Action Requested:

Approve an ordinance readopting a procedure to disclose potential conflicts of interest and substantial interests for certain officials as set forth in Chapter 2, Article I, Section 2-5 of the Kirkwood Code of Ordinances.

Alternatives Available:

Does this project have a public information component?  Yes  No

Cost: \$0.00

Account #: 000000000000

Project #:

If YES, Budgeted Amount: \$0.00

If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

Budgeted: YES

BY: Laurie Asche

Date: 7/25/2023

Authenticated: Aschelb

*You can attach up to 3 files along with this request.*

 File Attachment

 File Attachment

 File Attachment

Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. **(Must have Purchasing Director's approval).**

Select...

Purchasing Director's Comments:

BY: Select...

Date:

Authenticated:

You can attach up to 3 files along with this request.

 File Attachment

 File Attachment

 File Attachment

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Step #3: If budgetary approval is required (**Must have Finance Department's approval**).

Select...

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

BY: Select...

Date:

Authenticated:

---

Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.

Approve     Disapprove

Chief Administrative Officer's Comments:

BY: 

Date: 7-26-23

RESOLUTION 87-2023

A RESOLUTION ACCEPTING THE BID OF CITY LIGHTING PRODUCTS IN THE AMOUNT OF \$159,571.50 FOR THE PURCHASE OF LED STREET LIGHTS FOR THE ELECTRIC DEPARTMENT AND AUTHORIZING AND DIRECTING THE DIRECTOR OF PROCUREMENT TO ISSUE A PURCHASE ORDER.

WHEREAS, pursuant to law, the City solicited bids for the purchase of LED Street Lights for the Electric Department, and

WHEREAS, the most responsible bid received was that of City Lighting Products in the amount of \$159,571.50, which bid acceptance is approved by the Chief Administrative Officer and recommended by the Director of Procurement, Director of Electric and the Director of Public Services, and

WHEREAS, funds are available in Account #501-20-250-254-000-620080 (Distribution System Improvement), Project #EL2402.

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

SECTION 1. The bid of City Lighting Products in the amount of \$159,571.50 for the purchase of LED Street Lights for the Electric Department is hereby accepted and approved.

SECTION 2. The Director of Procurement is hereby authorized and directed to issue a Purchase Order to City Lighting Products in the amount of \$159,571.50 for the purchase of LED Street Lights for the Electric Department.

SECTION 3. This Resolution shall be in full force and effect after its passage and approval.

PASSED AND APPROVED THIS 17<sup>TH</sup> DAY OF AUGUST 2023.

---

Mayor, City of Kirkwood

ATTEST:

---

City Clerk

# Legislation Request

## Resolution

Place On The Agenda Of: 7/20/2023

Step #1:

Strategic Plan Select... Goal # & Title Goal 3. Quality of Life, Objective 1

Background To Issue:

The electric department is in need to purchase decorative post top LED street lighting for both Downtown Kirkwood and residential streets throughout Kirkwood. Bid Advertisements for LED street lighting material only were sent to vendors through the Purchasing Department. City Lighting Products submitted the lowest and responsive bid of \$159,571.50. Two vendors (Fletcher-Reinhardt Company and St. Louis LEDs) submitted pricing for substitute light products, but do not meet the production specification.

Recommendations and Action Requested:

It is recommended the City Council accept the bid submittal by City Lighting Products for LED street lighting materials in the amount not to exceed \$159,571.50.

Alternatives Available:

Does this project have a public information component?  Yes  No

Cost: \$159,571.50 Account #: 501-20-250-254-000-620080 Project #: EL2402

If YES, Budgeted Amount: \$159,571.50 If NO, or if insufficient funding (Complete Step #3).

Department Head Comments: Budgeted: YES

BY: Christopher Krueger Date: 7/11/2023 Authenticated: Ckrueger

You can attach up to 3 files along with this request.

 File Attachment

 File Attachment

 File Attachment

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Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. **(Must have Purchasing Director's approval).**

Approve

Purchasing Director's Comments:



BY: Sara Foan-Oliver

Date: 7/12/2023

Authenticated: sfo

You can attach up to 3 files along with this request.



Resolution 13956.pdf  
Adobe Acrobat Document  
39.1 KB

File Attachment

File Attachment

Step #3: If budgetary approval is required (**Must have Finance Department's approval**).

Budgetary Approval

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

Budgetary appropriation is available and sufficient in the Electric Fund total budget for \$71,820 in account 501-20-250-254-000-620080, Distribution System Improvement, Project EL2402, LED Street Lights to approve the above as requested.

BY: Sandra Stephens

Date: 7/12/2023

Authenticated: forgyjl

Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.

Approve     Disapprove

Chief Administrative Officer's Comments:

BY:

Date:

7-13-23

July 11, 2023

To: Russell B. Hawes, Chief Administrative Officer

**For Your Consideration:** LED Street Lights, Bid #13956

Sealed bids were opened on June 22, 2023. The bid tabulation is as follows:

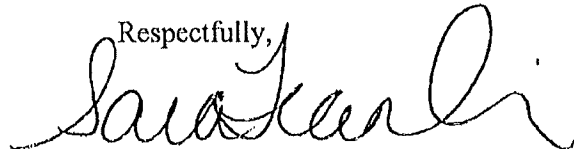
<u>Vendor</u>	<u>Total Base Bid</u>
Fletcher-Reinhardt	\$119,980.00
St. Louis LEDs	\$121,380.00
City Lighting Products	\$159,571.50
Frost Supply	\$159,839.00
Metro Electric	\$160,282.00
Graybar Electric	\$162,473.90
Rexel USA, Inc	\$166,276.60

Bid requests were sent to a total of 159 suppliers through our eProcurement system; however, only those as mentioned above submitted.

The bids were provided to Chris Krueger, Public Works Director and Mark Petty, Electric Director, for review. The bids submitted by Fletcher-Reinhardt and St. Louis LEDs do not meet the specifications given for this project. It is recommended that the bid be awarded to City Lighting Products, as their bid of \$159,571.50 is the lowest and best bid meeting specifications.

Attached is a request from Chris Krueger, Public Works Director, for a resolution authorizing a purchase order be issued to City Lighting Products in the amount of \$159, 571.50 for LED Street Lights.

Respectfully,



Sara Foan-Oliver  
Procurement Director

BILL 10996

ORDINANCE

AN ORDINANCE VACATING A 10' WIDE EASEMENT AS RECORDED IN DEED BOOK 12599, PAGE 1967 OF THE ST. LOUIS COUNTY RECORDS, TO BE VACATED, BEING LOCATED IN LOT 2 OF WALTHER SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 206, PAGES 53 AND 54 LOCATED IN SECTION 12, TOWNSHIP 44 NORTH, RANGE 5 EAST OF THE FIFTH PRINCIPAL MERIDIAN LOCATED IN THE CITY OF KIRKWOOD, ST. LOUIS COUNTY, MISSOURI, IS MORE PARTICULARLY DESCRIBED ON EXHIBITS A AND B (ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN).

WHEREAS, a 10' wide easement exists through the property at 1201 South Kirkwood Road to the Kirkwood Water Department, and

WHEREAS, the Water Department discovered that a portion of the existing easement at 1201 South Kirkwood Road was not previously vacated, and

WHEREAS, a new easement has been signed and recorded, and a new waterline has been installed in the new easement, and

WHEREAS, the Kirkwood Water Department has provided a letter of approval to vacate a portion of the easement, and

WHEREAS, the Engineering Department recommends approval of the vacation of the 10' wide easement as recorded in Deed Book 12599, Page 1967 of the St. Louis County Records, to be vacated, being located in Lot 2 of Walther Subdivision, a subdivision according to the plat thereof as recorded in Plat Book 206, Pages 53 and 54 located in Section 12, Township 44 North, Range 5 East of the Fifth Principal Meridian, located in the City of Kirkwood, St. Louis County, Missouri, the centerline of which, is more particularly described as follows and as shown on Exhibits A and B (attached hereto and incorporated by reference herein).

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

SECTION 1. There is hereby vacated a 10' wide easement to the City of Kirkwood as recorded in Deed Book 12599, Page 1967 of the St. Louis County Records, to be vacated, being located in Lot 2 of Walther Subdivision, a subdivision according to the plat thereof as recorded in Plat Book 206, Pages 53 and 54 located in Section 12, Township 44 North, Range 5 East of the Fifth Principal Meridian, City of Kirkwood, the centerline of which, is more particularly described as follows and as shown on Exhibits A and B (attached hereto and incorporated by reference herein):

Commencing at the southeast corner of Lot 17 of Geyer Subdivision, a subdivision according to the plat thereof as recorded in Plat Book 85, Page 34 of the St. Louis County Records; thence along the south line of Lots 17 and 18 of Geyer Forest, North 88 degrees 37 minutes 03 seconds West, 202.29 feet to the east line of said Lot 18, said point also being located on the west line of above said Walther Subdivision, thence along said west line, South 01 degree 48 minutes 11 seconds West, 278.11 feet; thence departing said west line, South 88 degrees 11 minutes 49 seconds East, 13.91 feet to the POINT OF BEGINNING of the centerline of that part of above said 10 feet wide

easement to be vacated; thence along said centerline the following: North 23 degrees 56 minutes 59 seconds East, 205.00 feet and North 68 degrees 56 minutes 59 seconds East, 146.93 feet to its point of terminus.

SECTION 2. A certified copy of this ordinance shall be recorded with the Recorder of Deeds, St. Louis County.

SECTION 3. This ordinance shall be in full force and effect after its passage and approval, as provided by law.

PASSED AND APPROVED THIS DAY OF.

---

Mayor, City of Kirkwood

ATTEST:

---

City Clerk  
1<sup>st</sup> Reading:  
2<sup>nd</sup> Reading:

# Legislation Request

Ordinance

Place On The Agenda Of: 8/17/2023

Step #1:

Strategic Plan NO

Goal # & Title Goal 1. Enhance the quality of life of citizens

Background To Issue:

A 10' wide easement exists through the property at 1201 S Kirkwood Road in Kirkwood as shown on the exhibit and legal descriptions of Exhibits "A" and "B". The Water Department discovered that existing easement on at 1201 S Kirkwood Road was not vacated previously. A new easement has been signed and recorded and a new waterline has been installed in the new easement. Kirkwood Water has provided a no objection letter attached.

Recommendations and Action Requested:

It is recommended the City Council approve the vacation of the easement as depicted in Exhibit "A" and as defined in legal description in Exhibit "B".

Alternatives Available:

Does this project have a public information component?  Yes  No

Cost: \$0.00

Account #: 0

Project #:

If YES, Budgeted Amount:

If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

Budgeted: YES

BY: Christopher Krueger

Date: 8/9/2023

Authenticated: Ckrueger

*You can attach up to 3 files along with this request.*



Easement Vacation Exhibit  
and Legal Description.pdf  
Adobe Acrobat Document  
808 KB



New Vianney Water  
Easement.pdf  
Adobe Acrobat Document  
1.03 MB



Kirkwood Water Vacation  
Letter.pdf  
Adobe Acrobat Document  
169 KB

Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. **(Must have Purchasing Director's approval).**

Select...

Purchasing Director's Comments:

BY: Select...

Date:

Authenticated:

*You can attach up to 3 files along with this request.*

 File Attachment

 File Attachment

 File Attachment

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Step #3: If budgetary approval is required (**Must have Finance Department's approval**).

Select...

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

BY: Select...

Date:

Authenticated:

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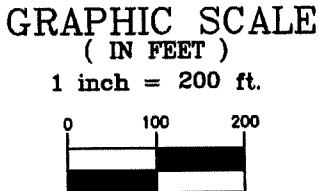
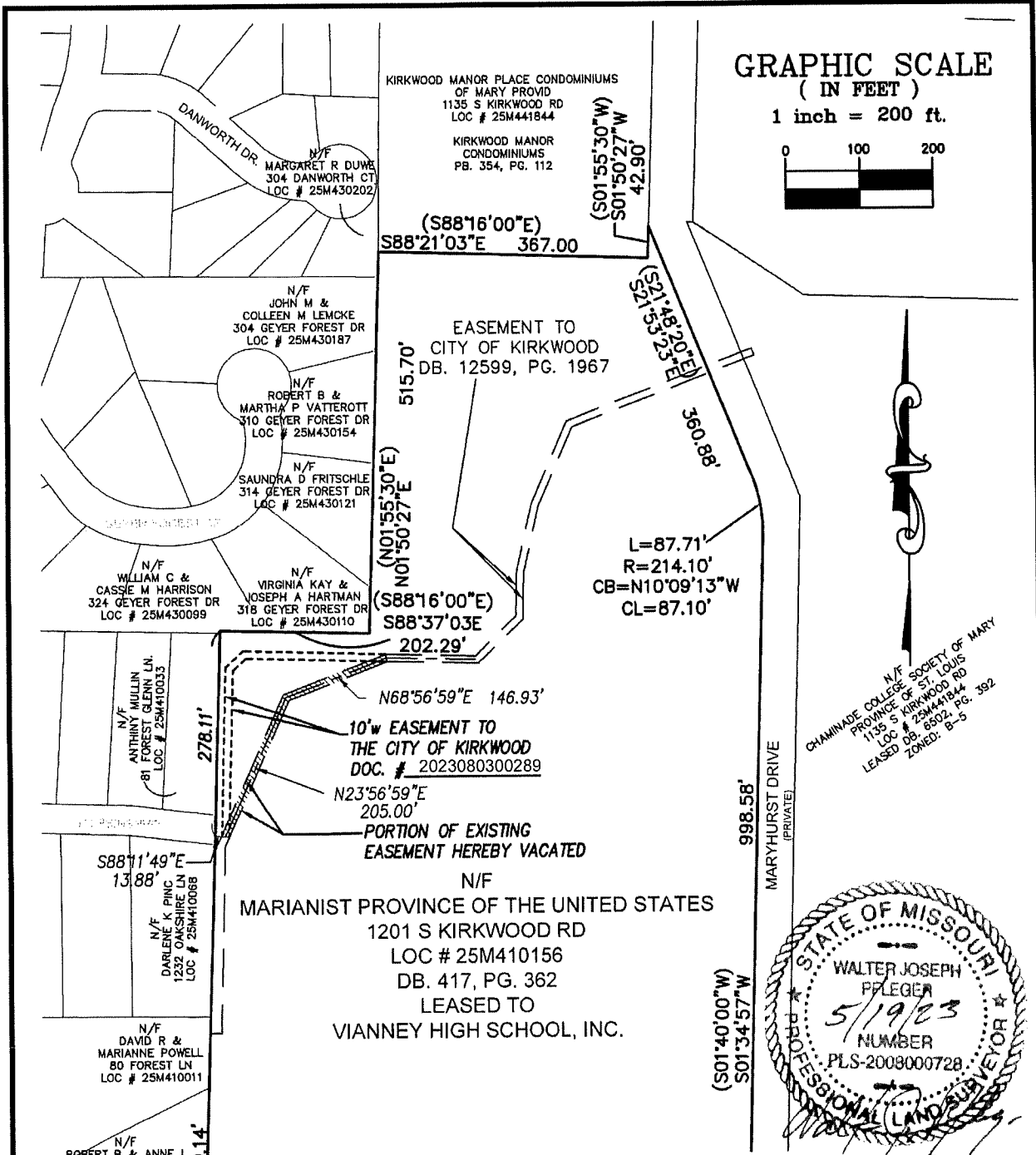
Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.

Approve     Disapprove

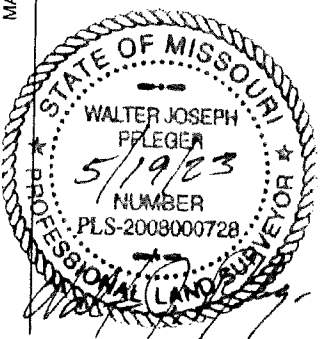
Chief Administrative Officer's Comments:

BY: 

Date: 8/10/27



N/F  
CHAMINADE COLLEGE SOCIETY OF MARY  
PROVINCE OF ST. LOUIS  
1135 S KIRKWOOD RD  
LOC # 25M441844  
LEASED DB. 6502, PG. 392  
ZONED: B-5

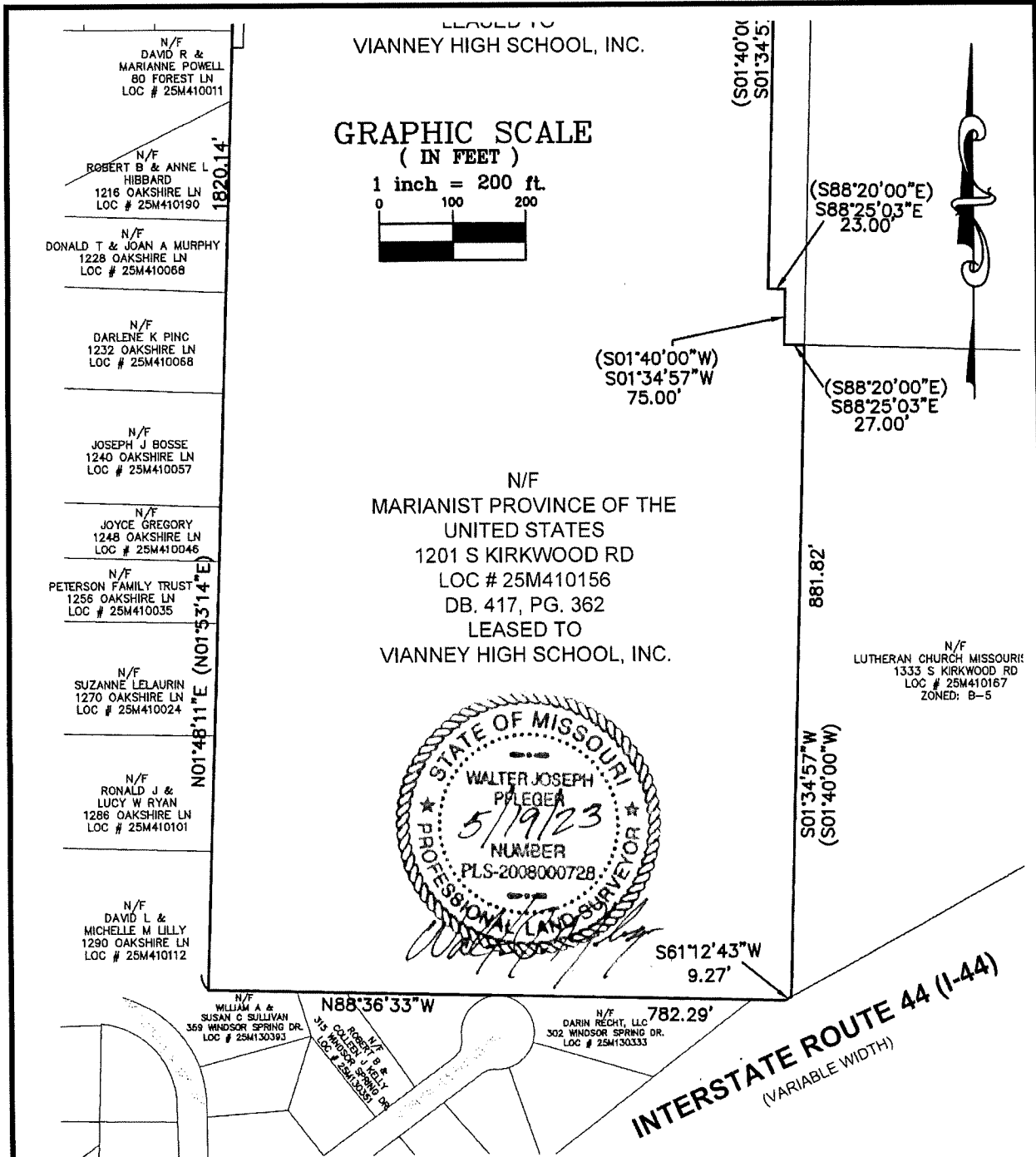


**SHEET 1 OF 2 EXHIBIT "A"** INITIAL: \_\_\_\_\_

**EASEMENT VACATION EXHIBIT**

A TRACT OF LAND BEING PART WALTHER SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 206, PAGES 53 AND 54 LOCATED IN SECTION 12, TOWNSHIP 44 NORTH, RANGE 5 EAST OF THE FIFTH PRINCIPAL MERIDIAN CITY OF KIRKWOOD, ST. LOUIS COUNTY, MISSOURI

VIANNEY HIGH SCHOOL BASEBALL/SOCCER SPORTS FIELD  
MSD P# 0016729-04



SHEET 2 OF 2 EXHIBIT "A" INITIAL: \_\_\_\_\_

**EASEMENT VACATION EXHIBIT**

A TRACT OF LAND BEING PART WALTHER SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 206, PAGES 53 AND 54 LOCATED IN SECTION 12, TOWNSHIP 44 NORTH, RANGE 5 EAST OF THE FIFTH PRINCIPAL MERIDIAN CITY OF KIRKWOOD, ST. LOUIS COUNTY, MISSOURI



Easement Vacation Description

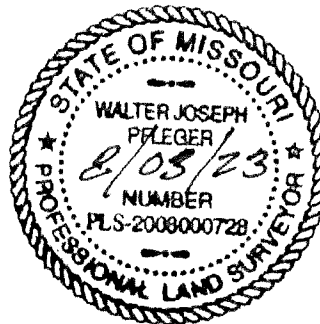
A portion of a 10 feet wide Easement to the City of Kirkwood as recorded in Deed Book 12599, Page 1967 of the St. Louis County Records, to be vacated, being located in Lot 2 of Walther Subdivision, a subdivision according to the plat thereof as recorded in Plat Book 206, Pages 53 and 54 located in Section 12, Township 44 North, Range 5 East of the Fifth Principal Meridian, City of Kirkwood, St. Louis County, Missouri being more particularly described as follows:

Commencing at the southeast corner of Lot 17 of Geyer Subdivision, a subdivision according to the plat thereof as recorded in Plat Book 85, Page 34 of the St. Louis County Records; thence along the south line of Lots 17 and 18 of Geyer Forest, North 88 degrees 37 minutes 03 seconds West, 202.29 feet to the east line of said Lot 18, said point also being located on the west line of above said Walther Subdivision, thence along said west line, South 01 degree 48 minutes 11 seconds West, 278.11 feet; thence departing said west line, South 88 degrees 11 minutes 49 seconds East, 13.91 feet to the POINT OF BEGINNING of the centerline of that part of above said 10 feet wide easement to be vacated; thence along said centerline the following: North 23 degrees 56 minutes 59 seconds East, 205.00 feet and North 68 degrees 56 minutes 59 seconds East, 146.93 feet to its point of terminus.

Sock & Associates Consulting Engineers, Inc  
LC No. 222-D

By:

Walter J. Pfleger  
Walter J. Pfleger, MO PLS Mo. 2008-000728



2023080300286

CERTIFIED-FILED FOR RECORD  
8/3/2023 12:11:26PM

GERALD E. SMITH  
RECORDER OF DEEDS  
COUNTY OF ST. LOUIS, MISSOURI

PAGES: 6  
RECORDING FEE: \$36.00

THIS DOCUMENT WAS RECORDED

GERALD E. SMITH, RECORDER OF DEEDS  
ST. LOUIS COUNTY MISSOURI  
41 S. CENTRAL AVE., CLAYTON, MO 63105-1799

Type of Instrument: EASEMENT  
Grantor: MARIANIST PROVINCE  
Grantee: CITY OF KIRKWOOD

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

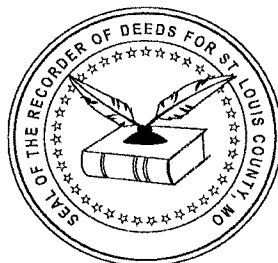
STATE OF MISSOURI )  
SS.  
COUNTY OF ST. LOUIS )

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 6 pages, (this page inclusive), was filed for record in my office on the 3 day of August 2023 at 12:11 pm and is truly recorded as the document number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

KRG

Deputy Recorder



*Gerald E. Smith*

Recorder of Deeds  
St. Louis County, Missouri

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<b>DOCUMENT TYPE</b>	Water Line Easement
<b>DATE OF DOCUMENT</b>	<u>June 20</u> , 2023
<b>GRANTOR</b>	Marianist Province of the United States, successor by merger to Society of Mary, Province of St. Louis. 4425 W. Pine Boulevard St. Louis, Missouri 63108-2301
<b>GRANTEE</b>	City of Kirkwood 139 S. Kirkwood Road Kirkwood, Missouri 63122
<b>PROPERTY ADDRESS:</b>	1201 S. Kirkwood Road St. Louis, Missouri 63122
<b>COUNTY LOCATOR #</b>	25M410156
<b>CITY/MUNICIPALITY</b>	Kirkwood, Missouri
<b>LEGAL DESCRIPTION</b>	A tract of land being part of Walther Subdivision, a subdivision according to the plat thereof as recorded in Plat Book 206, pages 53 and 54 located in Section 12, Township 44 North, Range 5 East of the Fifth Principal Meridian, of the City of Kirkwood, St. Louis County, Missouri.

MSD 5.18 (CORPORATE with exhibit A)

## EASEMENT FOR WATER PIPE

**KNOWN ALL MEN BY THESE PRESENTS**, that Marianist Province of the United States, successor by merger to Society of Mary, Province of St. Louis, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, does by these presents grant, sell, convey, and confirm unto the City of Kirkwood, Missouri, its successors and assigns, the perpetual right and easement to construct, repair, replace and forever maintain its water pipe and appurtenances, on the strip of ground described as shown on the attached "Easement Exhibit" marked Exhibit A", together with the right to use additional space adjacent to the above described easement as may be required during periods of construction maintenance and replacement.

The City of Kirkwood, its successors and assigns shall have the right to use and control a water pipe line for the circulation and distribution of water for public and private use through the above-described property belonging to the undersigned for all proper purposes connected with the installation, use, maintenance, and replacement of the water pipe line, along with all rights incidental to the exercise and enjoyment of said easement rights, including without limitation, the right of ingress and egress to the easement area.

The undersigned agrees not to obstruct or interfere with the maintenance of such pipe line by erecting or causing allowing to be erected, any building or structure on said easement, or to change the grade over easement after installation of utility.

The easement is granted to for the above-described water line installation, maintenance and replacement, and no other utility uses are hereby granted by this Easement

Said Easement is accepted by the City of Kirkwood with the understanding and on the condition that whenever it shall make any excavations in the above-described property, it shall restore the same as nearly as practicable to its former condition.

**IN WITNESS WHEREOF**, this instrument has been executed on this 20 day of June, 2023.

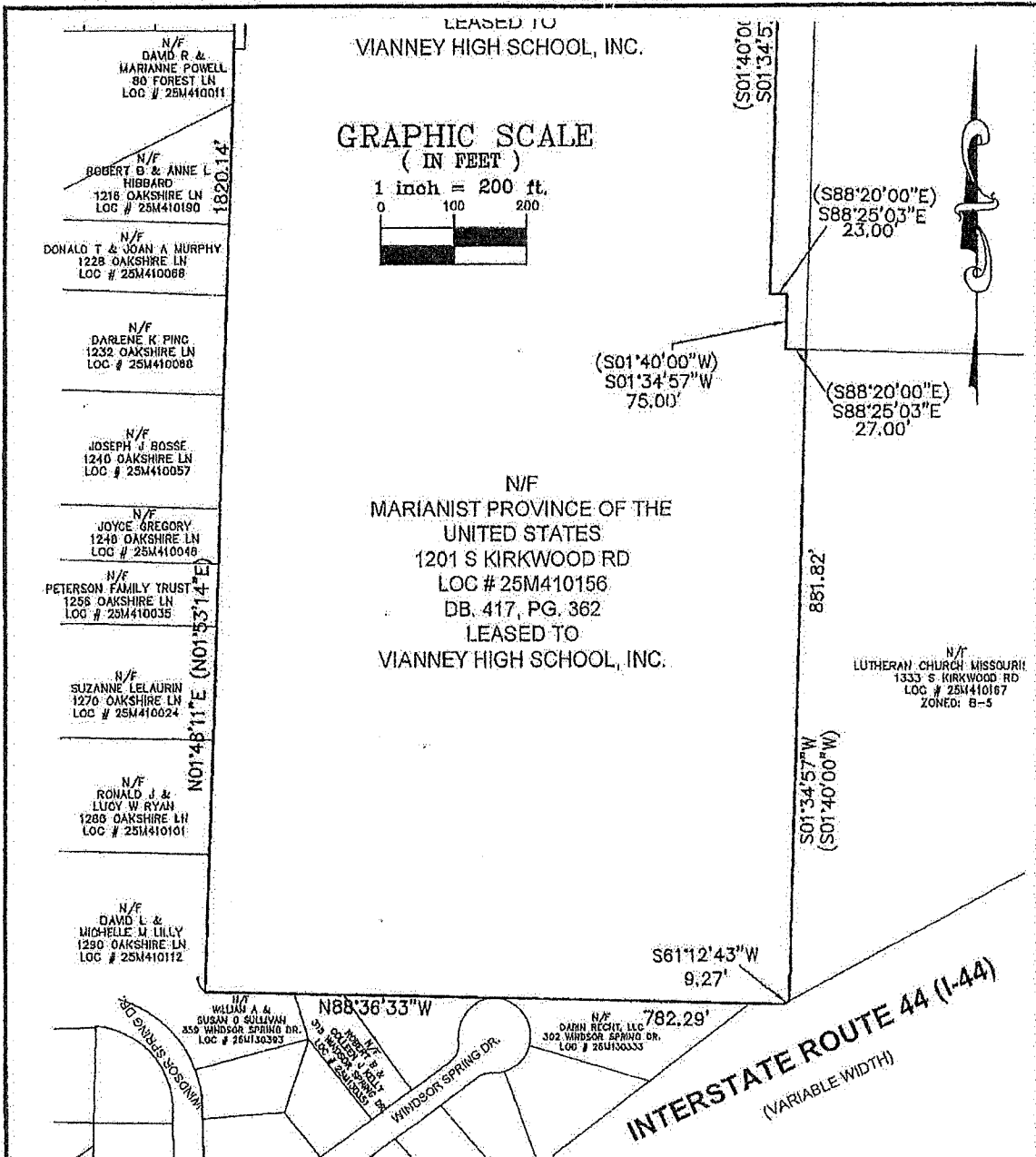
Marianist Province of the United States, successor by merger to Society of Mary, Province of St. Louis  
A Missouri Nonprofit Corporation

Joseph Markel

Print Name: Joseph Markel

Print Title: Treasurer

VIANNEY HIGH SCHOOL BASEBALL/SOCCER SPORTS FIELD  
 MSD P# 0016729-04



SHEET 2 OF 2 EXHIBIT "A"

INITIAL: \_\_\_\_\_

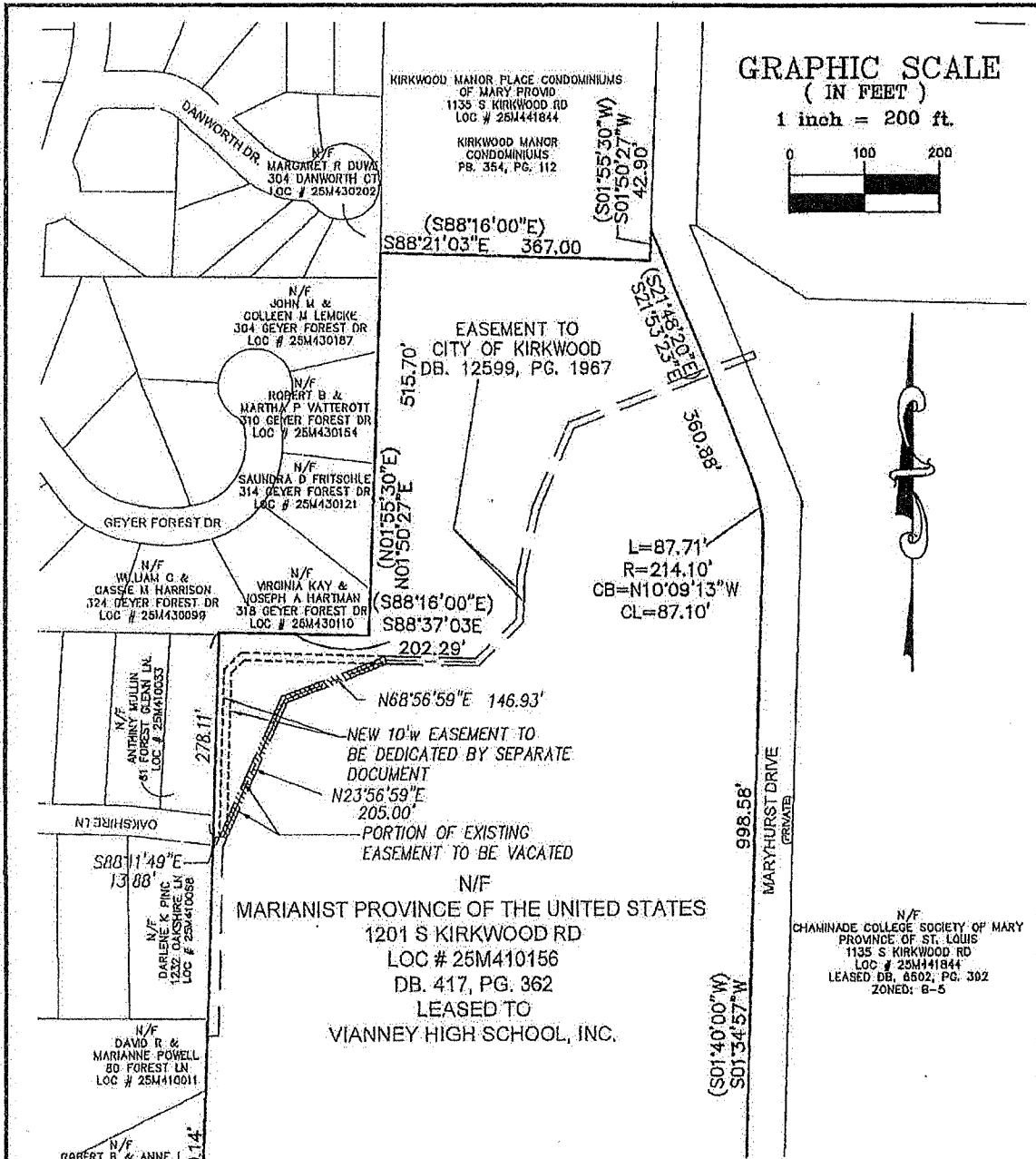
### EASEMENT VACATION EXHIBIT

A TRACT OF LAND BEING PART WALTHER SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 206, PAGES 53 AND 54 LOCATED IN SECTION 12, TOWNSHIP 44 NORTH, RANGE 5 EAST OF THE FIFTH PRINCIPAL MERIDIAN CITY OF KIRKWOOD, ST. LOUIS COUNTY, MISSOURI

DATE 04/6/2015

4988\SURVEY\WATER-VAC-EXHIBIT.DWG

*JM*



SHEET 1 OF 2 EXHIBIT "A"

INITIAL: \_\_\_\_\_

**EASEMENT VACATION EXHIBIT**

A TRACT OF LAND BEING PART WALTHER SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 206, PAGES 53 AND 54 LOCATED IN SECTION 12, TOWNSHIP 44 NORTH, RANGE 5 EAST OF THE FIFTH PRINCIPAL MERIDIAN CITY OF KIRKWOOD, ST. LOUIS COUNTY, MISSOURI

DATE 04/6/2015

4988\SURVEY\WATER-VAC-EXHIBIT.DWG

*JDM*

State of Missouri )  
 ) SS.  
County of St. Louis )

On this 20<sup>th</sup> day of JUNE in the year 2023 before me, PAT STEPHENS, a  
Notary Public in and for said state, personally appeared JOSEPH MARKEL the  
TREASURER

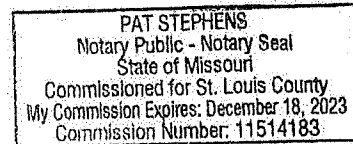
\_\_\_\_\_ of Marianist Province of the United States, successor by  
merger to Society of Mary, Province of St. Louis, known to me to be the person who  
executed the within Waterline Easement in behalf of said corporation and acknowledged to  
me that he executed the same for the purposes therein stated

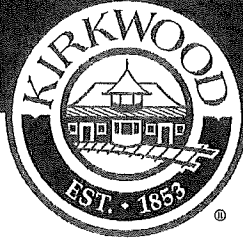
In testimony whereof, I have hereunto set my hand and affixed my official seal in  
the County and State aforesaid the day and year first above written.

Pat Stephens

Notary

My Commission Expires: December 18, 2023





WHERE COMMUNITY AND SPIRIT MEET

August 4, 2023

Mr. Joe Pfleger, P.L.S., VP of Surveying  
Stock & Associates Consulting Engineers, Inc.  
257 Chesterfield Business Parkway  
Chesterfield, MO 63005

**RE: Proposed Vacation of Portion of Existing Easement as Established by Plat Book 206, Pages 53 and 54.**

Dear Mr. Pfleger,

The City of Kirkwood Water Department has examined the request for vacation of easement located on the property of 1201 S. Kirkwood Road, Vianney High School and has determined there to be no water utility conflicts present in Easement Vacation Exhibit "A" and Plat Book 206, Pages 53 and 54. This portion of vacation would only apply to the easement as defined in Plat Book 206, Pages 53 and 54, and as depicted in Exhibit "A".

If you have any questions and/or comments regarding this letter, please contact me at 314-822-5810.

Sincerely,

Clarence A. Patterson

Superintendent, Kirkwood Water Department

Cc: Chris Krueger, Public Services Director



RESOLUTION 95-2023

A RESOLUTION ACCEPTING THE BID OF J.W. BOMMARITO CONSTRUCTION IN THE AMOUNT NOT TO EXCEED OF \$200,084 (WHICH INCLUDES A CONTINGENCY OF \$18,189) FOR NORTH KIRKWOOD ROAD WATER MAIN REPLACEMENT AND AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT.

WHEREAS, pursuant to law, the City solicited bids for North Kirkwood Road water main replacement, and

WHEREAS, the most responsible bid received was that of J.W. Bommarito Construction in the amount not to exceed of \$200,084 (which includes a contingency of \$18,189), which bid acceptance is approved by the Chief Administrative Officer and recommended by the Director of Procurement and the Director of Public Services, and

WHEREAS, funds are available in Account #505-030-300-304-000-620080 (Distribution System Improvements), Project #WA2401.

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

SECTION 1. The bid of J.W. Bommarito Construction in the amount not to exceed of \$200,084 (which includes a contingency of \$18,189) for North Kirkwood Road water main replacement is hereby accepted and approved.

SECTION 2. The Mayor is hereby authorized and directed to enter into a contract with J.W. Bommarito Construction in the amount not to exceed of \$200,084 (which includes a contingency of \$18,189) for North Kirkwood Road water main replacement.

SECTION 3. This Resolution shall be in full force and effect after its passage and approval.

PASSED AND APPROVED THIS 17<sup>TH</sup> DAY OF AUGUST 2023.

\_\_\_\_\_  
Mayor, City of Kirkwood

ATTEST:

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

# Legislation Request

## Resolution

Place On The Agenda Of: 8/17/2023

Step #1:

Strategic Plan YES      Goal # & Title    Goal 3. Quality of Life, Objective 1

Background To Issue:

In the Water Division's FY24 budget funds have been allocated for the replacement of approximately 100 LF deteriorating 8" water main pipe with a new 8" PVC main on N Kirkwood Road at W. Jewel. Bids were solicited through the City's Procurement Department. Four bids were received with the lowest responsible bid received from J.W. Bommarito Construction in the amount of \$181,895.00. J.W. Bommarito Construction is also working on the W Essex Water Main Project. This contractor has the capacity to complete both projects and has completed water main projects for the City successfully in the past.

Recommendations and Action Requested:

It is recommended that the City Council accept the proposal from J.W. Bommarito Construction in the amount of \$200,084, which includes a 10% construction contingency for the replacement of water main on N Kirkwood Road at Jewel.

Alternatives Available:

Does this project have a public information component?  Yes  No

Cost: \$200,084.00    Account #: 505-30-300-304-...    Project #: WA2401    Budgeted: YES

If YES, Budgeted Amount: \$200,084.00      If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

BY: Christopher Krueger

Date: 8/4/2023

Authenticated: Ckrueger

*You can attach up to 3 files along with this request.*

 File Attachment

 File Attachment

 File Attachment

Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. **(Must have Purchasing Director's approval).**

Approve

Purchasing Director's Comments:

BY: Select...

Date: 8/7/2023

Authenticated: sfo

*You can attach up to 3 files along with this request.*



 File Attachment

 File Attachment

Step #3: If budgetary approval is required (**Must have Finance Department's approval**).

Budgetary Approval

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

Budgetary appropriation is available and sufficient for \$200,084 in account 505-030-300-304-000-620080, Distribution System Improvements, Project WA2401, Main Replacement to approve the above as requested.

BY: Select...

Date: 8/7/2023

Authenticated: stephesf

Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.

Approve     Diasapprove

Chief Administrative Officer's Comments:

BY: 

Date: 8/10/23

August 7, 2023

**To:** Russell B. Hawes, Chief Administrative Officer

**For Your Consideration:** N. Kirkwood Water Main Replacement, Bid #13958


Sealed bids were opened on August 2, 2023. The bid tabulation is as follows:

<u>Vendor</u>	<u>Total</u>
J. W. Bommarito Construction	\$181,895.00
Excel Utility Contractors	\$249,509.13
KCI Construction Company	\$262,400.00
JH Berra Construction Company	\$266,638.00

Bid requests were sent to a total of 293 vendors but only the vendors above replied.

The bids were provided to Clarence Patterson, Water Superintendent and Chris Krueger, Public Services Director, for review. It is recommended that the bid be awarded to J.W. Bommarito Construction, as their bid of \$181,895 is the lowest responsive and responsible bid meeting specifications.

Attached is a request from Chris Krueger, for a resolution authorizing a contract to be issued to J.W. Bommarito in the amount of \$181,895, with a contingency of \$18,189, for a total not to exceed value of \$200,084.

Respectfully,  
  
Sara Foan-Oliver  
Procurement Director

RESOLUTION 96-2023

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE MUNICIPAL PARK GRANT COMMISSION OF ST. LOUIS COUNTY TO FUND IMPROVEMENTS TO LITTLE MITCHELL PARK IN THE CITY OF KIRKWOOD, ST. LOUIS COUNTY, MISSOURI.

WHEREAS, the City of Kirkwood deems it necessary to improve a public park or facility, more specifically known as the Little Mitchell Park in the City of Kirkwood, St. Louis County, Missouri, to serve its citizens as well as those in the metropolitan area.

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

SECTION 1. An application be made to the Municipal Park Grant Program in the County of St. Louis for a grant-in-aid for some or all the costs of the project, reimbursable by the Commission upon completion by the city.

SECTION 2. That a project proposal be prepared and submitted to the Municipal Park Grant Commission.

SECTION 3. The governing body hereby authorizes Kyle Henke, Director of Parks and Recreation, to sign and execute the necessary documents for forwarding the project proposal application and later execute an agreement for a grant-in-aid from the Municipal Park Grant Commission.

SECTION 4. If a grant is awarded, the City of Kirkwood will enter into an agreement or contract with the Commission regarding said grant.

SECTION 5. This Resolution shall be in full force and effect after its passage and approval.

PASSED AND APPROVED THIS 17<sup>TH</sup> DAY OF AUGUST 2023.

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Mayor, City of Kirkwood

ATTEST:

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City Clerk

# Legislation Request

## Resolution

Place On The Agenda Of: 8/17/2023

### Step #1:

Strategic Plan Select... Goal # & Title

### Background To Issue:

The Park Board approved the engagement of park planning and design firm to support the idea for improvements to Mitchell Park. A design firm subsequently held public input sessions and developed a small park master plan for Mitchell Park.

Utilizing the community input, the improvement costs are estimated to be \$490,000. This amount falls under the amount available through the St. Louis County Park and Recreation Grant Commission. In order to submit a grant application, formal approval to do so, must be completed by City Council. If awarded the grant, funding will be available in the Park Improvement Fund, Fund 302, and subsequently budgeted in the FY25 budget year.

### Recommendations and Action Requested:

The action requested is to approve the submission of a grant application to the Municipal Park Grant Commission of St. Louis County to fund improvements to Little Mitchell Park.

### Alternatives Available:

Apply for the grant during a future round.

Does this project have a public information component?  Yes  No

Cost: \$0.00

Account #: 302-08-080-000-000-620030

Project #:

If YES, Budgeted Amount:

If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

Budgeted: YES

If grant funding is not available the project will have to be placed on hold until funds become available during a future grant round or in the Park Improvement Fund.

BY: Kyle Henke

Date: 8/8/2023

Authenticated: henkekk

You can attach up to 3 files along with this request.

 File Attachment

 File Attachment

 File Attachment

Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. **(Must have Purchasing Director's approval).**

Select...

Purchasing Director's Comments:

BY: Select...

Date:

Authenticated:

You can attach up to 3 files along with this request.

 File Attachment

 File Attachment

 File Attachment

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Step #3: If budgetary approval is required (**Must have Finance Department's approval**).

Select...

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

BY: Select...

Date:

Authenticated:

---

Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.

Approve

Disapprove

Chief Administrative Officer's Comments:

BY:



Date:

8/10/23

RESOLUTION 97-2023

A RESOLUTION ACCEPTING THE PROPOSAL OF TYLER TECHNOLOGIES AT THE RATES PROVIDED IN THE RATE SHEET (A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN) FOR A GATEWAY PAYMENT VENDOR SYSTEM FOR THE ERP SYSTEM AND AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT.

WHEREAS, the City is migrating to a new ERP System and will need a new payment vendor to intergrade into the new system, and

WHEREAS, pursuant to law, the City solicited bids for a Gateway Payment Vendor System for the ERP System, and

WHEREAS, the most responsible proposal received was that of Tyler Technologies at the rates provided in the rate sheet (a copy of which is attached hereto and incorporated by reference herein) and which bid acceptance is approved by the Chief Administrative Officer and recommended by the Assistant Chief Administrative Officer, and the Director of Procurement, and

WHEREAS, funds are available in various accounts, pending budgetary approval.

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

SECTION 1. The proposal of Tyler Technologies at the rates provided in the rate sheet (a copy of which is attached hereto and incorporated by reference herein) for a Gateway Payment Vendor System for the ERP System is hereby accepted and approved.

SECTION 2. The Mayor is hereby authorized and directed to enter into a contract with Tyler Technologies at the rates provided in the rate sheet (a copy of which is attached hereto and incorporated by reference herein) for a Gateway Payment Vendor System for the ERP System.

SECTION 3. This Resolution shall be in full force and effect after its passage and approval.

PASSED AND APPROVED THIS 17<sup>TH</sup> DAY OF AUGUST 2023.

\_\_\_\_\_  
Mayor, City of Kirkwood

ATTEST:

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



# Legislation Request

## Resolution

Place On The Agenda Of: 8/17/2023

Step #1:

Strategic Plan NO      Goal # & Title Gateway Payment Vendor

Background To Issue:

The City is migrating to a new ERP system and will need a new payment vendor to intergrade into our system. The City went out for RFP for two vendors that would be compatible with our new ERP system, Tyler Technology. After a review of both submittals it was decided that using the Tyler Technologies gateway vendor system makes the most financial and systematic sense for the City. We can then use Tyler Technologies to support both our vendor payments and our ERP system. Cost will be from various accounts as budget allows.

Recommendations and Action Requested:

Alternatives Available:

Does this project have a public information component?  Yes  No

Cost: \$0.00      Account #: various accounts      Project #:

If YES, Budgeted Amount:      If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:      Budgeted: YES

BY: Sara Foan-Oliver      Date: 8/9/2023      Authenticated: sfo

*You can attach up to 3 files along with this request.*

 File Attachment

 File Attachment

 File Attachment

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Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. (**Must have Purchasing Director's approval**).

Approve

Purchasing Director's Comments:

BY: Sara Foan-Oliver

Date: 8/9/2023

Authenticated: sfo

You can attach up to 3 files along with this request.



202308091446.pdf  
Adobe Acrobat Document  
161 KB



Tyler Gateway Rates.pdf  
Adobe Acrobat Document  
412 KB

File Attachment

Step #3: If budgetary approval is required (**Must have Finance Department's approval**).

Budgetary Approval

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

Budgetary appropriation is available and sufficient in various departments and funds under object 520010, Bank & Credit Card Fees to approve the above recommendation as requested.

BY: Sandra Stephens

Date: 8/9/2023

Authenticated: stephesf

Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.

Approve     Disapprove

Chief Administrative Officer's Comments:

BY: 

Date: 8/10/23

August 9th, 2023

**To:** Russell B. Hawes, Chief Administrative Officer

**For Your Consideration:** Gateway Payment Vendor #13960

Sealed proposals were opened on July 7th , 2023.

Request for Proposals were sent to two vendors identified as preferred vendors to work with our new ERP system. Both Persolvent and Tyler Technologies responded.

The responses were provided to Sandy Stephens, Finance Director, David Weidler, Assistant CAO, and Jennifer Forgy, Finance Asst. Director for review. It is recommended that the proposal request be awarded to Tyler Technologies, as their proposal was lowest and best meeting specifications and ease of integration with our new ERP system.

Attached is a request from Sara Foan-Oliver, Procurement Director, for a resolution authorizing the Mayor to enter into an agreement with Tyler Technologies for their Gateway Payment Vendor System. Funding will be from various departments as budget allows and at the rate sheet attached.

Respectfully,

A handwritten signature in cursive script, appearing to read "Sara Foan-Oliver".

Sara Foan-Oliver  
Procurement Director



Quoted By: Gary Dube  
 Quote Expiration: 09/17/23  
 Quote Name: Kirkwood-ERP-TPayments

**Sales Quotation For:**

City of Kirkwood  
 139 S. Kirkwood Rd  
 Kirkwood MO 63122  
 Phone: +1 (314) 822-5802

**Payments**

	Use Case	List Price	Service %	Min	Basis Points	Rate	Cap	POS	Online	IVR
<b>Payments - Client Card Cost - Interchange Plus</b>										
Enterprise ERP										
Enterprise ERP Payments	Utility Billing				0.50%	\$ 0.50		X		X
Enterprise ERP Payments	General Billing				0.50%	\$ 0.50		X		
Enterprise Permitting & Licensing										
Enterprise Permitting & Licensing	Permits				0.50%	\$ 0.50		X		X
<b>Payments - Other Fees</b>										
Enterprise ERP										
Credit Card Chargebacks		\$ 15.00								
Enterprise Permitting & Licensing										
Credit Card Chargebacks		\$ 15.00								

Client Card Cost - Interchange Plus- per card transaction with Visa, MasterCard, Discover, and American Express for all transactions on top of industry-driven rates for bank fees, card brand fees, interchange fees, dues, assessments, and other processing fees.

Credit Card Chargebacks - If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)

**3rd Party Hardware, Software and Services**

Description	Qty	Unit Price	Discount	Unit Total Price	Unit Maint/SaaS	Unit Discount	Total	Maint/SaaS	Total
Payments Lane 3000 Annual Terminal Purchase	1	\$ 419.00	\$ 0.00	\$ 419.00	\$ 0.00	\$ 0.00	\$ 419.00	\$ 0.00	\$ 419.00
Payments Lane 3000 Annual Terminal Purchase	1	\$ 419.00	\$ 0.00	\$ 419.00	\$ 0.00	\$ 0.00	\$ 419.00	\$ 0.00	\$ 419.00
Payments PCI Service Fee (Per Device)	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 180.00	\$ 0.00	\$ 0.00	\$ 180.00	\$ 180.00
Payments PCI Service Fee (Per Device)	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 180.00	\$ 0.00	\$ 0.00	\$ 180.00	\$ 180.00
<b>TOTAL</b>				<b>\$ 838.00</b>			<b>\$ 838.00</b>		<b>\$ 360.00</b>

<b>Summary</b>	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 0.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 838.00	\$ 360.00
<b>Summary Total</b>	<b>\$ 838.00</b>	<b>\$ 360.00</b>
<b>Contract Total</b>	<b>\$ 1,198.00</b>	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_

RESOLUTION 98-2023

A RESOLUTION ACCEPTING THE BID OF GLOBAL RENTAL CO., INC. IN THE AMOUNT OF \$277,850 (PURSUANT TO SOURCEWELL COOPERATIVE CONTRACT) FOR THE PURCHASE OF A 2025 AERIAL SERVICE TRUCK FOR THE ELECTRIC DEPARTMENT AND AUTHORIZING AND DIRECTING THE DIRECTOR OF PROCUREMENT TO ISSUE A PURCHASE ORDER.

WHEREAS, the City may purchase items and services that have been competitively bid and awarded by Sourcewell Cooperative Contract, and

WHEREAS, staff recommends that the City purchase a 2025 Aerial Service Truck for the Electric Department from Global Rental Co., Inc. in the amount of \$277,850 under Sourcewell Cooperative Contract #602320-ALT, and

WHEREAS, funds are available in Account #501-20-250-254-000-620050 (Rolling Stock).

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

SECTION 1. The Director of Procurement is hereby authorized and directed to issue a Purchase Order in the amount of \$277,850 to Global Rental Co., Inc. for the purchase of a 2025 Aerial Service Truck for the Electric Department under Sourcewell Cooperative Contract #602320-ALT.

SECTION 2. This Resolution shall be in full force and effect after its passage and approval.

PASSED AND APPROVED THIS 17<sup>TH</sup> DAY OF AUGUST 2023.

---

Mayor, City of Kirkwood

ATTEST:

---

City Clerk

# Legislation Request

## Resolution

Place On The Agenda Of: 8/17/2023

Step #1:

Strategic Plan YES      Goal # & Title    Goal #1 - Quality of Life

Background To Issue:

The Fleet Department determined that vehicle 8106 should be replaced. Fleet obtained a Sourcewell quote for the replacement.

Recommendations and Action Requested:

Approval of a resolution to authorize the Procurement Director to enter into a contract with Global Rental for a new electric line truck in the amount of 277,850

Alternatives Available:

Retaining vehicles beyond their lifespan hinders service delivery and hurts our trade-in value.

Does this project have a public information component?  Yes  No

Cost: \$277,000.00      Account #: 620050

Project #:

If YES, Budgeted Amount: \$300,000.00      If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

Budgeted: YES

The department recommends approval of the resolution

BY: Mark Petty

Date: 8/9/2023

Authenticated:

*You can attach up to 3 files along with this request.*

 File Attachment

 File Attachment

 File Attachment

Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. **(Must have Purchasing Director's approval).**

Approve

Purchasing Director's Comments:

BY: Sara Foan-Oliver

Date: 8/9/2023

Authenticated: SFO

You can attach up to 3 files along with this request.



Resolution 500978.pdf  
Adobe Acrobat Document  
31.2 KB

File Attachment

File Attachment

Step #3: If budgetary approval is required (**Must have Finance Department's approval**).

Budgetary Approval

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

Budgetary appropriation is available and sufficient for \$277,000 in account 501-20-250-254-000-620050, Rolling Stock to approve the above as requested.

BY: Sandra Stephens

Date: 8/9/2023

Authenticated: stephesf

Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.

Approve     Disapprove

Chief Administrative Officer's Comments:

BY:

Date: ~~8/9/23~~ 8/10/23



August 9, 2023

To: Russell B. Hawes, Chief Administrative Officer

**For Your Consideration:** 2025 Ariel Service Truck for the Electric Department - 500978

The Electric Department would like to replace their 2011 Freightliner Aerial Truck, asset #8106, through a state contract for a 2025 Freightliner Aerial Truck w/Altec TS60 Body.

The City of Kirkwood may use cooperative contracts that are competitively bid. The State competitively bid this vehicle and Global Rental Co., Inc. was the lowest responsible and responsive bid. The State contract number through Sourcewell is #602320-ALT.

Attached is a request from Mark Petty, Electric Director, for a resolution authorizing a purchase order in the amount of \$277,850 to be issued to Global Rental Co., Inc. for the purchase of a 2025 Ariel Service Truck for the Electric Department.

Respectfully,

A handwritten signature in black ink, appearing to read "Sara Foan-Oliver", with a long, sweeping flourish at the end.

Sara Foan-Oliver  
Procurement Director

RESOLUTION 99-2023

A RESOLUTION AUTHORIZING THE CHIEF ADMINISTRATIVE OFFICER TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE LOCAL UNION NO. 2665 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS EFFECTIVE AUGUST 17, 2023 THROUGH DECEMBER 31, 2025.

WHEREAS, the City of Kirkwood and the bargaining unit of the International Association of Firefighters have come to an agreement in relation to accepting a Collective Bargaining Agreement, and

WHEREAS, as required the City has completed a collective bargaining agreement with them which the union membership has ratified, and

WHEREAS, City Council authorization is needed prior to the Chief Administrative Officer entering into the agreement.

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

SECTION 1. The Chief Administrative Officer is hereby authorized to enter into a collective bargaining agreement with the Local Union No. 2665 of the International Association of Firefighters (a copy of which is attached hereto and incorporated by reference herein) for the Kirkwood Fire Department effective August 17, 2023 through December 31, 2025.

SECTION 2. This Resolution shall be in full force and effect after its passage and approval.

PASSED AND APPROVED THIS 17<sup>TH</sup> DAY OF AUGUST 2023.

---

Mayor, City of Kirkwood

ATTEST:

---

City Clerk

# Legislation Request

## Resolution

Place On The Agenda Of: 8/17/2023

Step #1:

Strategic Plan NO Goal # & Title

Background To Issue:

The City and the bargaining unit of International Association of Firefighters, after lengthy negotiations, have come to an agreement in relation to accepting a Collective Bargaining Agreement (CBA). This CBA would be in effect August 17, 2023 through December 31, 2025. The purpose of this CBA is to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences which may arise, and to establish terms and conditions of employment for those employees in the bargaining unit.

Recommendations and Action Requested:

Approve the collective bargaining agreement by resolution and authorize the Chief Administrative Officer to sign the agreement. The agreement would be in effect through December 31, 2025.

Alternatives Available:

Does this project have a public information component?  Yes  No

Cost: \$0.00 Account #: n/a

Project #:

If YES, Budgeted Amount:

If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

Budgeted: YES

BY: David Weilder

Date:

Authenticated:

*You can attach up to 3 files along with this request.*



Kirkwood\_IAFF- CBA 2023 -  
2025.6.pdf

Adobe Acrobat Document  
531 KB

File Attachment

File Attachment

Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. **(Must have Purchasing Director's approval).**

Select...

Purchasing Director's Comments:

BY: Select...

Date:

Authenticated:

*You can attach up to 3 files along with this request.*

 File Attachment

 File Attachment

 File Attachment

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Step #3: If budgetary approval is required (**Must have Finance Department's approval**).

Select...

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

BY: Select...

Date:

Authenticated:

---

Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.

Approve     Disapprove

Chief Administrative Officer's Comments:

BY: 

Date: 6/10/23

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF KIRKWOOD

AND

LOCAL 2665 OF THE  
INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS

Effective August 17, 2023 through December 31, 2025

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## PREAMBLE

This Collective Bargaining Agreement is entered into by and between the City of Kirkwood on behalf of the City's Fire Department, hereinafter sometimes referred to as the Employer or City, and Local 2665, International Association of Firefighters, hereinafter referred to as the Union. It is the purpose of this Collective Bargaining Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences which may arise, and to establish terms and conditions of employment for those employees in the bargaining unit.



Article 1.01

**RECOGNITION OF BARGAINING UNIT**

The City recognizes the Union as the sole and exclusive bargaining agent for employees holding the rank of Firefighter, Firefighter/Paramedic and Engineer, all of which shall constitute the bargaining unit.

Article 1.02

**EEO NON-DISCRIMINATION**

The City and the Union agree that there will be no discrimination against any employee because of race, color, genetic information, pregnancy, sex, national origin, ancestry, age, religion, disability unrelated to the ability to perform essential job functions or sexual orientation or gender identity to the extent protected by state or federal law.

Article 1.03

**UNION DUES**

Any bargaining unit employee may authorize a payroll deduction for the purpose of paying Union dues. Such authorization becomes effective only upon receipt by the City of a fully executed Dues Deduction Form from any employee. The Union shall be responsible for providing bargaining unit employees with a Dues Deduction Form and/or Revocation Form, which shall be forwarded to the City's Human Resources Manager. Dues shall be withheld in the same manner as other deductions pursuant to the City's customary payroll practices. The effective date for deducting dues shall be the beginning of the pay period following the date the signed Dues Deduction Form is received by the City's Human Resources Manager. The effective date for stopping of dues deduction shall be on the City payroll period immediately following the date a signed Dues Revocation Form is received by the City's Human Resources Manager.

No bargaining unit employee shall be obligated to become, remain or refrain from becoming a member of the Union or to pay any dues, fees, assessments or other similar charges, however denominated, of any kind or amount to the Union as a condition of employment or continuation of employment with the City.

The Union shall warrant and defend, indemnify and hold the City harmless from and against any and all claims, demands, suits, damages or other forms of

liability, including expenses, court costs and attorney's fees, that may arise out of or by reason of any actions taken or not taken by the City in reliance upon any information provided by the Union to the City, including signature cards and lists of members, which are provided for the purpose of complying with any of the provisions of this section.

Article 1.04

**UNION REPRESENTATION**

An employee has the right to have Union representation at any investigative or other meeting, if requested, when such meeting may be reasonably likely to lead to disciplinary action against such employee or another employee in the bargaining unit. The Union representative shall be chosen by the employee and may be selected internally or assigned by the Local 2665 District Vice President. The City and Union shall work together to ensure that representation shall not cause an unreasonable delay with City business, in an investigation or with respect to imposition of discipline.

Article 1.05

**SHOP MEETINGS**

Upon reasonable advance notice to the Fire Chief, all equipment will be allowed to move into one engine house, to conduct Union shop meetings, provided there is no interference with scheduled activities or operations of the Fire Department. Shop meetings will be limited to a maximum of one hour in length, unless extended by the Fire Chief at the Fire Chief's sole discretion, and three per month.

Article 1.06

**BULLETIN BOARDS**

The City agrees to furnish and maintain a suitable bulletin board in a convenient place in each station to be used by the Union. The Union will limit its posted notices and bulletins to such bulletin boards, removable only by the shop steward or shift representatives.

Article 1.07

**UNION ACTIVITY NON-DISCRIMINATION**

There shall be no discrimination, interference, restraint, or coercion by the City, Fire Department Management or their representatives, against any employee for his or her activity or inactivity, on behalf of or membership in the Union.

Article 1.08

**UNION BUSINESS**

Employees elected or appointed to Union offices shall be granted time to perform their Union functions concerning and or in conjunction with the City without pay, provided that one employee on duty, in addition to the Shop Steward, shall be entitled to attend negotiation meetings to discuss the terms and conditions of employment in connection with any Collective Bargaining Agreement. The City and the Union agree to give the other party at least twenty-four (24) hours' notice of the names of their respective representatives who plan to attend any negotiation meeting. The Union Shop Steward shall be granted time, if on duty, for all Union Local #2665 meetings and/or shop meetings if minimal manning is met and any such meeting does not cause overtime. The need to request such time will be coordinated at the earliest possible date with the Duty Officer. The Union shall have one (1) representative designated in writing by the Union in advance who shall have the same authority as the shop/assistant steward in the event the shop/assistant steward is unable to be contacted, as elected on each shift to assist in any Union business.

Other than the activity which is specifically authorized in this Collective Bargaining Agreement, no Union business shall be conducted on City property or during working hours. This Article is not intended to unduly restrict general communications among employees regarding the Union or negotiations or to limit the Union's access to City property which is available to other City employees or organizations.

Article 1.09

**LABOR MANAGEMENT COMMITTEE**

There shall be a joint Labor Management Committee consisting of no more than three Union representatives and three City representatives. The Union shall select the Union representatives. Equal number of Union and City representatives are not required. The goals of the joint committee shall be as follows:

1. Meet upon mutually agreeable dates with a recognized goal of meeting at least semiannually to discuss all matters of mutual concern, specifically including matters of health and safety. The committee shall meet at the request and agreement of all committee members. Labor management committee meeting time shall be considered hours of work for the Union committee members provided, however, that any meeting should be held to minimize overtime obligations of the City. An agenda for any labor management committee meeting shall be presented to each party no later than five days prior to the agreed upon meeting date.

2. Make periodic inspections of the Fire Department facilities, apparatus, protection equipment, protection clothing, and devices to review work methods and conditions, including training procedures at least once a year.
3. Make written recommendations for the correction of hazardous conditions or unsafe work methods, which come to its attention. All recommendations shall be forwarded to the Fire Department officials responsible for providing a safe and healthy work place.
4. Review and analyze all recommendations by the Safety Committee and Safety Manager to modify and add rules and procedures to promote the avoidance of accidents and incidents.
5. Submit all other agreed upon recommendations concerning labor-management relations to the shop steward and to the City for their mutual consideration. All recommendations of the committee are advisory only. All decisions by the City on recommendations submitted and considered shall be reduced to writing and provided to the committee within a reasonable period of time. The Union representatives on the committee shall be responsible for providing any such decisions to other employees.

Article 2.01

**PROBATION**

All new employees will serve a probationary period with the Fire Department for twelve calendar months.

Union representation will be available after completion of the probationary period.

Article 2.02

**WAGE RATES**

The wage rates of the bargaining unit employees shall be determined in accordance with the City's pay and classification ordinance, the most recent of which was adopted on March 16, 2023. The City agrees to annually review the pay ranges and update the Union, as appropriate, regarding any proposed pay ranges for bargaining unit employees under consideration. In addition, the following procedure shall be undertaken by the City and Union:

1. The Union agrees, annually by October 1st, to provide current

wage data for comparable agencies, and the City may in its discretion obtain additional independent verification of wage data or conduct a third-party pay study.

2. The City agrees to retain an independent, third-party consultant to review the pay ranges applicable to bargaining unit employees in even numbered calendar years. In connection with this independent, third-party review, the City shall share with the Union the list of comparable fire departments and/or fire districts to be included in the independent, third-party review. The survey may be completed at the City's convenience; however, all wage data under consideration must be current. The study shall generally be completed not later than October 1st, however the timeline may be extended by the City in its sole discretion. In the event that the City's third-party consultant is unable to meet a deadline acceptable to the City, or other circumstances prevent the availability of data, the City may elect to substitute Union-provided wage rate data for the purposes of establishing base wage rates for the following fiscal year.
3. During development of the City's Classification and Pay Plan, the Chief Administrative Officer, or designee, and the Fire Chief shall share with the Union the results of the independent, third-party review for each individual bargaining unit job class within the Kirkwood Fire Department. The City shall make recommendations to City Council based on any findings by the retained, independent, third-party consultant that there should be a change to the pay ranges applicable to the bargaining unit employees.
4. It is understood that the City Council may establish a Classification and Pay Plan at its own discretion and timing.

#### Article 2.03

#### **DIRECT DEPOSIT OF PAYCHECKS**

All employees shall be required to have their paychecks direct deposited electronically. All employees shall be paid in bi-weekly installments by direct deposit into a single account at a financial institution designated by the employees.

Article 2.04

**OVERTIME**

In the event a need for voluntarily working an unscheduled shift or to work beyond a scheduled 24-hour shift occurs in the Fire Department ("Voluntary Overtime"), such Voluntary Overtime shall be determined by the City. The City shall make reasonable efforts to distribute Voluntary Overtime evenly, subject, however, to the guidelines established by the Chief Administrative Officer. Voluntary Overtime will start after 6 months of employment with the averaging of hours and placing the employee on the overtime list at that hour mark. Voluntary Overtime hours will be averaged for any employee returning from sick leave, Occupational Injury Leave, other medical leave, military leave or absence due to disciplinary action, any of which is greater than five (5) shift days. The averaging will be done in the following manner: All Voluntary Overtime hours given out during the time period in which the employee is on such sick leave, Occupational Injury Leave, other medical leave, military leave or absent due to disciplinary action, will be totaled and divided by the total number of employees that accepted Voluntary Overtime during that same period. These calculations will be documented and a copy will be provided to the affected employee at the employee's written request. An employee will be entitled to accept Voluntary Overtime during a scheduled vacation so long as written notice is provided to the City specifying the dates available during scheduled vacation. Such notice must be provided at least seven days prior to the commencement of the vacation period.

Approved accrued compensatory time use, paid vacation leave and paid funeral leave shall be considered "hours worked" for purposes of any overtime calculation. Sick leave shall not be counted as hours worked for purposes of any overtime calculation. All overtime compensation shall be governed by the partial exemption provisions of the Fair Labor Standards Act governing fire protection service employees, except as otherwise provided in this Article. Employees shall be entitled to overtime compensation at the rate of 1 and ½ times each employee's regular hourly rate of compensation for all Scheduled Overtime hours worked in excess of 212 in a 28-day work cycle, in accordance with the Fair Labor Standards Act partial exemption governing fire protection service employees. Each employee's regular hourly rate of compensation shall be determined by dividing each employee's annual salary by 2912 (the number of total scheduled hours on an annual basis). The overtime provisions of this paragraph shall be effective for the first 28-day work cycle starting after this Collective Bargaining Agreement has been adopted by the City Council.

Notwithstanding the foregoing paragraph, regardless of the number of hours worked during the 28 day work cycle: (a) all Voluntary Overtime hours worked and hours worked in excess of any 24-hour tour of duty will be paid at one and one-half times the employee's regular rate of pay as an Overtime Premium; (b) Employees that are required to accept a MANDATORY assignment shall be paid

an Overtime Premium at the rate of 1.75 times the regular rate of pay; and (c) Employees shall be entitled to double time as an Overtime Premium for hours worked due to being called in on either Thanksgiving, Christmas or involuntarily called in while on previously approved vacation. For purposes of this paragraph, vacation will include all days following the last scheduled shift and preceding the first scheduled shift after the scheduled vacation.

**Definitions**

A Voluntary Overtime shift shall be defined as any shift, previously unscheduled, voluntarily worked at the firehouse or any hours worked voluntarily beyond a scheduled 24-hour shift. Overtime worked at a special event shall not impact an employee's standing on the Voluntary Overtime list. Voluntary Overtime will be paid at 1½ times the employee's regular rate.

A Mandatory Overtime shift shall be defined as any occurrence that requires an employee to be called into, or remain at the firehouse without his consent for greater than two hours. Mandatory Overtime will be paid at 1¾ times the employee's regular rate of pay.

Scheduled Overtime shall be defined as the shift hours scheduled by the City. Voluntary Overtime eligibility will start after 6 months of employment utilizing the formula consisting of the addition of the total Voluntary Overtime hours by all employees averaged by the total number of employees.

**Voluntary Overtime:**

The Voluntary Overtime list shall remain in effect for one calendar year, and shall reset each January 1st.

In the event that scheduled time off and/or unscheduled absences result in staffing levels dropping below the 15 person minimum, Voluntary Overtime will be offered utilizing the paging system.

**Mandatory Overtime:**

The Mandatory Overtime list will reset each year on January 1. It will begin with the least senior person and proceed through the entire roster as hours accumulate.

Mandatory Overtime will occur in the event that no one volunteers for overtime by the deadline identified in the text/page or other communication of the need for Voluntary Overtime, and on-duty staffing falls below fifteen people. Mandatory Overtime will be distributed by working up the roster from the least number of mandatory overtime hours to the most mandatory overtime hours, of the off going crew.

Mandatory Overtime shall be offered in 12 hour blocks. If one of these employees elects to work the entire 24 hour shift they shall be paid 24 hours at the Overtime Premium rate of 1.75 times the regular rate of pay.

In the event that extenuating circumstances make it impossible for someone to work an assigned Mandatory Overtime shift, the next person up the roster may be assigned the Mandatory Overtime.

Shifts:

A shift period shall be the 48 hour period associated with the AA/BB/CC work schedule. A shift day is a 24-hour consecutive work period normally starting at 0800 hours and ending 24 hours later.

**Non-Scheduled Work:**

An employee who has been called in and reports to duty to work hours which are not continuous with scheduled work hours, or who stays past his or her scheduled work hours for non-emergency departmental operations shall be guaranteed a minimum of four (4) hours compensation at one and one-half (1-1/2) times the employee's regular hourly rate of compensation as calculated in this Article 2.04. An employee who works additional hours due to responses to emergency calls beyond the employee's scheduled work hours shall not be guaranteed any minimum number of overtime compensation hours but, rather, such employee shall be paid overtime at the rate of one and one-half (1-1/2) times the employee's regular rate of compensation only for the actual hours worked beyond the regularly scheduled shift for such employee.

Article 2.05

**HOLIDAY PAY**

As a fringe benefit, employees shall receive 12.0 hours of holiday pay for each City holiday regardless of whether the employee works on such City holiday. Effective for calendar year January 1, 2020 through December 31, 2020 and each calendar year thereafter, each individual employee may elect in writing for all such holiday pay to be paid in a lump-sum amount no later than December 31 for the calendar year in which such holidays have occurred. Any employee making such an election for payment in a lump-sum amount for all holidays during each such calendar year must make a written election for payment of a lump-sum amount for all such holidays no later than December 1 for the subsequent calendar year in which such holidays shall occur. Such written election must be provided in writing to the Fire Chief no later than the December 1 deadline set forth herein. Payment for such holidays shall not count toward "hours worked" for overtime purposes. New hires within the Fire Department shall receive such holiday pay for City holidays which have occurred during any such new hire's employment for less than a full calendar year.



Article 2.06

**VACATION LEAVE**

Vacation entitlement shall be as follows:

Less than 1 year	3 shift days
1 year but less than 5 years	6 shift days
5 years but less than 10 years	8 shift days
10 years but less than 17 years	10 shift days
17 years and thereafter	12 shift days

A vacation list will be posted as close to September 1 of each year as possible. Employees will be given two weeks notice prior to the posting of the schedule.

It shall be the responsibility of personnel to pick 48-hour blocks of vacation time. 48-Hour shift block shall be defined as back to back 24 hour shift days that align in the AA/BB/CC shift calendar. Vacation picks shall be performed by using the vacation policy currently in place as of the effective date of this Collective Bargaining Agreement.

All employees shall be entitled to utilize vacation leave, which could accrue during the calendar year. In the event that an employee utilized vacation leave during a calendar year in excess of that which has accrued and thereafter dies, terminates, retires, is discharged, or otherwise separates employment with the City of Kirkwood prior to the accrual of such vacation time, the City shall be entitled to assess and recoup the value of such utilized vacation leave which is in excess of the accrued vacation leave, including deduction of such amount from the employee's final paycheck. In the event that an employee dies, terminates, retires, is discharged, or otherwise separates employment with the City without taking all accrued vacation leave, such employee shall be compensated for unused, accrued vacation leave accrued up to the maximum allowed accrual to the date of separation.

Vacation leaves will generally be granted as set forth herein, provided approval is given by the Fire Chief. The Fire Chief shall schedule or approve vacation leaves taking into consideration the operating requirements, order of request, and seniority of employees.

Article 2.07

**PROFESSIONAL LICENSE FRINGE BENEFIT PAYMENT**

Those employees who hold a State EMT or Paramedic license will receive a lump-sum payment as a fringe benefit, unrelated to any hours worked, from the City at the time of relicensing equivalent to \$22.00 per required Continuing

Education Unit, up to a maximum of 100 CEU's for EMT's and 144 CEU's for Paramedics.

Such a relicensing payment is for the upcoming 5 year Paramedic or EMT license. Employees who renew their paramedic's license after it is no longer a job requirement will also receive such a fringe benefit payment. Payment for relicensing, which occurs prior to the expiration date of the prior license, will be paid at the time that the prior license expires. The employee shall provide the Fire Chief with a copy of his/her Missouri State paramedic's license or State EMT license to receive the financial incentive.

Those employees severing their employment with the City, or relinquishing their State EMT or Paramedic license prior to fulfilling the license period will be subject to a payback of the relicensing payment calculated as a monthly pro-rated amount over the five year period. The payback will be deducted from the employee's final paycheck from the City (if employment terminates) or deducted from the paycheck for the pay period following relinquishment of the State EMT or Paramedic License if employment continues. Any amount that exceeds the employee's final paycheck will be paid to the City within 30 days of the employee's last day of employment.

The City agrees to pay registration costs for the following classes:

- Advanced Cardiac Life Support
- Pre-Hospital Trauma Life Support
- Pediatric Advanced Life Support
- or applicable equivalent classes within those areas as approved by the Deputy Chief/EMS Officer

For avoidance of doubt, any time spent by employees for attending any required classes for relicensure while off duty will not be compensated and will not be considered hours worked.

Should an employee be required to attend ACLS, PHTLS, PALS, or another class required by the City or its medical control physician as a condition of employment while off duty, and where such attendance has been prior authorized by the Fire Chief, then such hours of attendance shall be considered to be hours of work and compensated accordingly. This provision shall not be construed to apply to other continuing education hours which have been delineated by the State of Missouri or the National Registry to EMTs, which are required to maintain an EMT or paramedic license.

Article 2.08

**TUITION REIMBURSEMENT**

Unit employees shall be provided tuition reimbursement benefits in accordance with the Tuition Reimbursement Policy then in effect for all employees as set forth in the Personnel Rules and Regulations for the City of Kirkwood.

Article 2.09

**STATION WEAR**

All fire station apparel required of employees in the performance of their duties (the "Station Wear") shall be approved and furnished by the City without cost to the employees and maintained by the employee in good, safe condition. The annual per person Station Wear allowance will be \$700 in fiscal year 2023/24. New employees will have all Station Wear purchased by the City upon start of employment and will not receive any Station Wear allowance in their first year of employment. All new employees are required to enter into a Financial Reimbursement Agreement, in the form of Attachment A, relating to repayment obligations for Station Wear and Turn Out Gear.

The date on which employees shall begin to spend their yearly Station Wear allowance shall be May 1. The date on which employees shall cease any Station Wear allowance spending shall be February 15.

Article 2.10

**PROTECTIVE CLOTHING/TURN OUT GEAR**

The City shall furnish and thereafter maintain at no cost to the employee all respiratory apparatus, gloves, helmets, and structural firefighting clothing required and certified by appropriate industry standards and all other equipment as deemed appropriate by the Labor Management Committee established pursuant to Article 1.09 of this Collective Bargaining Agreement (the "Turn Out Gear"). Only personnel who have been trained and certified by the manufacturer or applicable federal agency shall be permitted to perform maintenance and/or repairs on self-contained breathing apparatus.

All new employees will be fitted with new Turn Out Gear. All new employees are required to enter into a Financial Reimbursement Agreement, in the form of Attachment B, relating to repayment obligations for Turn Out Gear and Station Wear. The City and Union acknowledge that the current cost of the Turn Out Gear referenced in Attachment A is approximately \$2,300.00 but the actual cost may vary during the term of this Agreement. The actual cost of such Turn Out Gear at time of purchase for any new hire shall be identified in the Financial Reimbursement Agreement for each new hire of the City.

Article 2.11

**PAYROLL REQUIREMENTS**

The City intends to maintain the pay classifications of Firefighter/EMT, Fire Engineer, and Firefighter/Paramedic although it reserves the right to establish or change classifications within the Fire Department, as it deems appropriate. Should the City exercise such right, it will provide reasonable notice to the Union to permit any necessary negotiation. It is the City's intention to hire only Firefighter/Paramedics for all current and future entry level position openings.

Article 2.12

**CERTIFICATION FRINGE BENEFIT PAYMENTS**

The City will make a lump-sum payment no later than the first pay period in May as a fringe benefit, unrelated to any hours worked, for employees holding the following certifications, in the amount indicated:

HazMat Technician level Certification - \$2,000. The maximum number of Technicians that will receive such Certification fringe benefit is set at 15 employees.

Fire Investigator level Certification - \$1,000. The maximum number of Fire Investigators that will receive such Certification fringe benefit is set at 6 employees.

Article 2.13

**FIRE ENGINEER PARAMEDIC LICENSE FRINGE BENEFIT**

Fire Engineers that are required by Article 4.11 to retain their State Paramedic License and the current Firefighter/EMT with a paramedic license so long as she retains her paramedic license shall receive an annual lump-sum payment of \$2,500 as a fringe benefit, unrelated to any hours worked, for retaining a Paramedic License. Such payment shall be made in May of each year.

Article 2.14

**MINIMUM STAFFING**

It is the City's intent to maintain a minimum daily staffing level of fifteen (15) personnel per day. When no off-going shift personnel are available (as in the second day of a 48 hour shift) and filling the vacancy for the voluntary overtime

system was unsuccessful, Emergency Staffing will be temporarily implemented with fourteen (14) personnel.

Article 2.15

#### **WORKING OUT OF CLASSIFICATION**

In the event that a captain or fire engineer is absent, out-of-rank pay will commence on the first shift day to all employees working out-of-rank to fill the vacancy. Firefighters and firefighter/paramedics who work out-of-rank as a fire engineer will receive an additional \$1.25 per hour. Firefighters, fire engineers, and firefighter/paramedics who work out-of-rank as a fire captain will receive an additional \$2.25 per hour.

Article 2.16

#### **SICK LEAVE/BUY BACK/VACATION BONUS**

Employees shall accrue and use sick leave in accordance with City policy in the Personnel Rules and Regulations of the City of Kirkwood. Provided, however, an employee that does not utilize any sick leave during the calendar year will be given one additional 24 hour shift of vacation time the following January 1<sup>st</sup> (the "Bonus Vacation Day"). The Bonus Vacation Day is earned annually and must be re-earned each calendar year.

As a Sick Leave Buy Back Option, employees that have accrued 1456 hours of total sick leave as of December 31<sup>st</sup> and have not used any sick leave during the calendar year may sell back up to (6) days (144 hours) at 50% of their value. Employees that have accrued 1456 hours of total sick leave during the calendar year and have used no more than 24 hours may sell back four (4) days (96 hours) at 50% of their value. Employees that have accrued 1456 hours of total sick leave during the calendar year and have used no more than 48 hours may sell back up to two (2) days (48 hours) of sick leave at 50% of their value. Such Sick Leave Buy Back Option is earned annually and must be re-earned each calendar year. Employees must request in writing to use any such Sick Leave Buy Back Option by January 15. The City shall pay out the appropriate amount within 30 days of receiving the written request. An employee may utilize a vacation day in lieu of a sick leave day if all other department vacation rules apply.

Article 2.17

#### **FAMILY AND MEDICAL LEAVE**

All employees shall be subject to the Family and Medical Leave policy in effect

for City employees as set forth in the City's Personnel Rules and Regulations.

Article 2.18

#### **BEREAVEMENT LEAVE**

In the event of the death of an immediate family member (i.e. spouse, child, mother, father, sister, brother, grandmother, grandfather, step-parents, step-grandparents), a regular full-time employee shall be granted 1 48-Hour shift period of paid leave to attend the funeral and tend to other related matters. In the event of a death in the employee's extended family (i.e. grandchild, aunt, uncle, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law and daughter-in-law), shift personnel shall be granted one (1) 24-hour shift day off with pay to attend the funeral. Other funeral and bereavement time may be granted at the discretion of the Fire Chief or his designee. Any payment made hereunder shall be at the employee's straight-time rate and shall not be charged to his or her vacation time, personal leave, comp time, or sick time.

Article 2.19

#### **PROFESSIONAL DEATH RECOGNITION**

In the event that a firefighter(s) in the St. Louis metropolitan area is killed in the line of duty, the U.S. flag at all three engine houses will be lowered to half-mast until after the burial of the firefighter(s). Flags will be lowered to half-mast only after notification has been made to the appropriate duty officer. Furthermore, at least one employee of the Kirkwood Fire Department will represent the department at the funeral. The City agrees to provide transportation to the funeral.

Article 2.20

#### **CATASTROPHE LEAVE**

Employees may, with the written approval of their Department Head, be given three (3) scheduled 24-Hour work shifts per calendar year with pay and without loss of other leave due to extreme extenuating circumstances which may threaten the health and/or family welfare of the immediate family, such as: household fire, storm damage, flooding etc. This provision does not allow use for situations such as transportation problems, auto repairs, babysitting, or similar non-critical obligations of the employee.

Determination of eligibility shall be made by the Assistant Chief Administrative Officer of the City, based on strict interpretation of these rules.

If catastrophe leave benefits are changed for all other City employees, then they shall likewise be changed for the personnel of the City of Kirkwood Fire Department.

Article 2.21

#### **JURY DUTY LEAVE**

An employee required to be available for jury selection or service shall receive his/her regular pay, less jury pay, for all time, which would have been worked, but for such jury participation, subject to a maximum of 10 days per calendar year. If the maximum period is extended for all other City employees, then it shall be extended for personnel of the City of Kirkwood Fire Department. Before receiving jury duty pay, the employee must present the check stub for fees received from the court for jury services. To be eligible for such pay, the firefighter, firefighter/paramedic, or fire engineer must turn jury duty notices into the Fire Chief upon receipt.

Article 2.22

#### **COURT LEAVE**

Leave with pay shall be granted by the City to any employee who is required by the City to appear at any court or administrative proceeding for official department business, whether as plaintiff, defendant, or as a witness. If the employee is required to appear during his or her off duty time, the employee shall be paid for a minimum of two hours at the overtime rate of pay. If the employee is required to appear during employee's duty time, he or she, shall be excused from performance of his or her duties as to enable the employee to appear.

This Article will not apply when the employee testifies in his or her own behalf in actions against the City or for any court appearance in connection with a case to which the employee is a party, unless the City is also a party to such legal action and the interests of the City and the employee are aligned.

Article 2.23

#### **UNION BUSINESS LEAVE**

Employees elected or appointed to represent the Union shall be granted time to perform their Union functions concerning and or in conjunction with City without pay, provided that one employee shall be entitled to attend negotiation meetings with pay, to discuss the terms and conditions of employment in connection with any Collective Bargaining Agreement. Other than the activity which is specifically authorized in this Collective Bargaining Agreement, no Union business shall be conducted on City property or during working hours. This Article is not intended

to unduly restrict general communications among employees regarding Union negotiations or to limit the Union's access to City property, which is available to other City employees or organizations.

Article 3.01

**OCCUPATIONAL INJURY OR ILLNESS**

In cases of occupational injury or illness incurred in the performance of such employee's City job, such employee may be granted "occupational injury pay" effective immediately. Such "occupational injury pay" shall be the regular salary of such employee less any amount received by the employee as workers compensation benefits. Such occupational injury pay shall continue until the happening of the earliest of the following events:

- a. The date such employee shall be determined to be permanently disabled pursuant to the City's pension plans.
- b. The date such employee is determined to be able to return to work by the City's appointed physician.
- c. The date of any resolution or settlement of any workers' compensation claim.
- d. The elapse of 15 calendar weeks after the date of the occurrence of the disabling event.

In the event such employee remains unable to return to work after the 15 calendar weeks, such employee may use any accrued personal sick leave or vacation time while still employed. Upon the exhaustion of such paid leave time, such employee shall only receive worker's compensation payments, if any. Nothing contained in this occupational injury or illness policy is to be construed as guaranteeing employment status throughout the use of occupational injury or illness leave or upon conclusion of any period of such leave.

The Return to Work Program can assist with minimizing the cost of injuries by allowing injured employees to return to work as soon as possible. Every employee injured on the job and released to perform light duty work shall be considered for this program. However, light duty will not apply to any situation generally which would require the employee to perform duties that is not currently qualified to perform. Light duty, if provided, is temporary and may be discontinued by the City at any time. Provided, however, no occupational injury or illness compensation shall be provided to any employee who rejects a light duty assignment offered by the City to the employee.

In addition, any employee may be required to complete a Work Steps Program before returning to work.



It is understood that any employee receiving workers' compensation benefits pursuant to this section agrees not to accept or perform any work for any other employer or engage in any self-employment work activity during the leave of absence; if an employee does so, the employee acknowledges that in such circumstances the employee's conduct will be deemed to be a violation of the terms of the leave of absence, and that employment with the City will be considered to have been terminated voluntarily on the employee's part as of the first day of such a violation.

Any leave of absence due to occupational injury or illness may also be designated as FMLA leave when appropriate and the employee, if so designated, shall comply with the City's FMLA policy as requested.

Article 3.02

### **HEALTH BENEFITS**

The City shall provide health insurance benefits to Fire Department employees, including health, dental and vision (as may be in effect City-wide) on the same basis as provided for other City employees.

Article 3.03

### **EMPLOYEE ASSISTANCE PROGRAM**

The City agrees to provide an Employee Assistance Program ("EAP") for all Fire Department employees in the same manner as provided for other City employees, to utilize in a confidential manner. The EAP will provide at a minimum, services designed to assist employees in the areas of drug, alcohol, and gambling addiction; psychological and emotional problems.

Article 3.04

### **PENSION**

A pension plan and its funding and benefits (including disability insurance and life insurance) shall be in effect as established by City Ordinance.

Article 3.05

### **DEFERRED COMPENSATION**

The City agrees to administer a deferred compensation plan for any Fire Department employee who so elects to participate, on the same basis as administered for other City employees.

Article 3.06

**POLICY AGAINST SUBSTANCE ABUSE**

All employees shall be subject to random substance testing consistent with the policies and procedures set forth in the "Additional Provisions Applicable To Certain Safety Sensitive Employees" in Article XX (Policy Against Substance Abuse) of the City's Personnel Rules and Regulations. For avoidance of doubt, no employee shall be required to submit to a random substance abuse test when any such employee is not scheduled for active duty with the City.

Article 4.01

**GRIEVANCE PROCEDURE**

SECTION 1 Grievances and Complaints

All classified employees shall have the right, except as specified herein or in the City's Personnel Rules and Regulations, to utilize the grievance and complaint procedures of this Article. The grievance and complaint procedures of this Article will be available only to classified permanent, full-time employees who are not serving a probationary period, whether imposed due to a new position or for disciplinary performance reasons.

The City follows an "open door" policy. Employees are encouraged by the City to raise any work-related concerns with their immediate Supervisors or with any member of management.

In addition, it is the policy of the City that all employees be treated in a non-discriminatory fashion. Accordingly, the City requires that all Supervisors discipline similarly situated employees in the same fashion. At the same time, inasmuch as no two conduct violations are identical in every detail, no exact pattern of corrective discipline is required and the City may deviate from its imposition of discipline whenever it determines that such action is warranted under the circumstances.

No employee, as a result of using the privileges of this Article, shall be subject to harassment, abuse, discipline, or discharge.

SECTION 2 Procedures for Handling Grievances and Complaints

STEP A A grievance must be filed with the appropriate officials of the Union within seven (7) days of occurrence and, in the case of an individual's grievance, bear the individual's signature. The Union shall determine if a grievance exists. If it is determined that a grievance exists, the Union shall orally present the grievance to the Assistant Fire Chief for resolution within seven (7) calendar days of

the employee's filing of the grievance with the Union provided, however, that the seven (7) day limit may be extended upon application to the Assistant Chief Administrative Officer for good cause, such as an employee being absent from work due to vacation or approved leave of absence.

If the matter is not resolved through informal discussion, the matter shall be presented in writing to the Assistant Fire Chief within five (5) working days of the grievance being orally presented. For the purpose of this Article, working days are defined as Monday through Friday, excluding holidays recognized by the City of Kirkwood. The Assistant Fire Chief shall issue a written response, indicating the decision and rationale therefore, within five (5) working days.

STEP B In the event that Step A does not resolve the situation, the employee may forward the grievance or complaint in writing to the Fire Chief within five (5) working days following receipt of the Assistant Fire Chief's response. The written documentation must include specific circumstances and state the remedial action requested. Such appeal must be signed personally by the employee, with the original delivered to the Fire Chief. Any other form of appeal, such as a facsimile transmission, email communication or an appeal unsigned by the employee, will not be considered by the Fire Chief. The Fire Chief or his or her designee shall investigate and document the matter and render a decision within ten (10) working days of receipt of the request, unless it is impracticable to do so in such a timeframe .

STEP C In the event that Step B does not resolve the problem and the grievance involves a suspension, demotion or termination, the employee may forward all written documentation and appeal to the Chief Administrative Officer within three (3) working days of receipt of the Fire Chief's decision. The Chief Administrative Officer will consider only an appeal involving a suspension, demotion or termination of employment, which results in economic loss to the employee. Such appeal must be signed personally by the employee, with the original delivered to the Chief Administrative Officer. Any other form of appeal, such as a facsimile transmission, email communication or an appeal unsigned by the employee, will not be considered by the Chief Administrative Officer. The Chief Administrative Officer will provide a decision to the employee within ten (10) working days of receipt of the request, unless it is impracticable to do so in such a timeframe. The Chief Administrative Officer may delegate to the Assistant Chief Administrative Officer the responsibility for reviewing and

responding to the appeal. For grievances that are not appealable to the Civil Service Commission, the decision of the Chief Administrative Officer or his or her delegate shall be binding administratively with respect to any such grievance pursuant to the grievance procedure set forth herein.

STEP D In the event that Step C does not resolve the problem and the grievance involves suspension for more than five (5) shift days, disciplinary demotion or termination resulting in economic loss to the employee, the employee may request an appeal hearing before the Civil Service Commission. A written request for a hearing shall be filed with the City's liaison to the Civil Service Commission (Assistant Chief Administrative Officer) within seven (7) days from the date of the decision of the Chief Administrative Officer or his or her delegate pursuant to Step C above. Such request for appeal must be signed personally by the employee, with the original delivered to the City's liaison to the Civil Service Commission. Any other form of appeal, such as a facsimile transmission, email communication or an appeal unsigned by the employee, will not be considered by the Civil Service Commission. The Civil Service Commission shall convene as soon as reasonably possible after receipt of the request for appeal. If requested by either party, the Civil Service Commission shall conduct a closed hearing in accordance with procedures and rules established by the Civil Service Commission. Each party shall have the right to be heard in person and call witnesses. All parties, including the Civil Service Commission, may engage counsel. Technical rules of evidence shall not apply. After hearing and consideration of the evidence, the Commission shall render its decision in writing. The Commission's decision shall be final and binding.

Grievances which are not continued by the employee within the aforementioned time sequences shall be considered as satisfied and not subject to further consideration.

Article 4.02

#### **DISCIPLINE AND DISCHARGE**

The City's Personnel Rules and Regulations policies in effect regarding Corrective Performance Improvement and Disciplinary Actions shall govern discipline and discharge of employees. See Personnel Rules and Regulations for the City of Kirkwood, Missouri (Appendix E), Article IX, Section 6 for examples of grounds for disciplinary action, up to and including discharge.

Article 4.03

**TRAINING/EXTREME WEATHER**

For the purpose of this Agreement, Extreme Weather shall be defined as temperature or Wind Chill below 25 degrees Fahrenheit, or a Heat Index or temperature above 95 degrees Fahrenheit as reported by the United States Weather Bureau (weather.gov). Employees will not be required to train outdoors during Extreme Weather, with the exception of ice water rescue training. If Extreme Weather occurs once training has already begun, or if sleet and icy conditions occur so as to make further training unsafe, it shall be the responsibility of the Union Shift Representative to contact the Company Officer who will notify the Duty Officer to advise him or her of the situation and request permission to discontinue training.

Article 4.04

**SANITATION / MAINTENANCE**

The City agrees to supply and make available all materials in the day-to-day maintenance and upkeep of all firehouses. The City furthermore agrees to supply all necessary items to maintain satisfactory sanitary conditions of all quarters within all firehouses. Professional extermination shall be performed at each engine house as needed, but not less than once annually.

Article 4.05

**SUPPLIES**

The City agrees to allow employees to obtain supplies and/or food while on duty, so long as there is no interference with scheduled activities or other Fire Department operations. All units and personnel must remain in full radio service at all times.

The City will continue to provide the following:

- a. all kitchen and eating utensils;
- b. all toilet paper, hand soap, paper and linen towels, anti-bacterial soap, and all other personal hygiene products currently supplied;
- c. all house cleaning utensils and cleaners (mops, brooms, bleach, etc.);
- d. all safety equipment (protective coats, helmets, leather gloves, etc.);
- e. all mattresses and bedding material (pillows, sheets, etc.);
- f. all major kitchen appliances; and
- g. all firehouse furniture and exercise equipment (tables, beds, chairs, exercise bikes, etc.).

Article 4.06

**PARKING**

The City shall provide, without cost to employees on duty, lighted and maintained parking spaces at all fire stations.

Article 4.07

**SHIFT EXCHANGE**

The hour of shift exchange shall be at 0800 daily.

Employees shall have the right to exchange shifts when the change does not interfere with the operation of the Fire Department as pertaining to City manpower requirements. In addition, the following combination of staffing must be on-duty at all times unless otherwise authorized by the Fire Chief: Two officers and two engineers and four paramedics. Furthermore, the following restrictions shall apply: shift exchanges can only be made between qualified personnel; shift exchanges must be paid back within twelve months; and records must be maintained on all partial and twenty four hour shift exchanges.

Any individual's abuse or failure to follow these provisions governing shift exchanges may result in shift exchange privileges being temporarily curtailed for such individual.

Article 4.08

**PERSONNEL REDUCTION**

The Fire Chief, at the direction of the City, may lay off an employee when it is deemed necessary by reason of shortage of work, funding, abolition of the position, or change of duties or organizational structure, or other reasons which are outside of the employee's control and which does not reflect discredit on the employee's performance. The duties performed by an employee laid off may be reassigned to other employees currently working who hold positions in appropriate classes. No regular employee shall be laid off while another person is employed on a probationary or temporary basis in the same class in the Fire Department.

Lay-off of employees shall be made at the discretion of the Fire Chief, first taking into consideration seniority and then considering safety record, special skills possessed by the employee and any prior disciplinary actions, provided that such determination does not violate the principles of due process and just cause and is not done in a manner that is arbitrary, capricious, or unreasonable. With

regard to any determinations regarding lay-off and recall, the City also may consider staffing requirements set out in Section 4.11, in its sole discretion.

Employees shall be given at least two weeks' notice prior to such layoff or pay in lieu of such notice at the City's sole option and shall be placed on a priority recall list, maintained by the Fire Chief, for a period of 12 months. No employees shall be hired into the Fire Department while laid off employees remain on the priority recall list. In the event of a recall, the last employee laid off shall be the first employee reemployed, provided that they are presently qualified to perform the work and are recalled to return to the job classification they maintained at the time of layoff. The seniority of recalled employees shall not be deemed broken and employees shall continue as if there had been no break in their employment with the City.

The City shall notify employees eligible for recall of such by certified mail, return receipt requested to any such employees' last known address, or by hand-delivery of the recall eligibility notice, and by phone to any such employees' last known phone number. It shall be the sole responsibility of the employee to provide the City and Fire Chief with current contact information. Recalled employees shall notify the Fire Chief of their intention to return to work within fourteen (14) calendar days of notification.

#### Article 4.09

##### **DEFINITION OF SENIORITY**

Seniority shall be determined by continuous service with the City of Kirkwood Fire Department. Employees will attain seniority on the first day of their employment. Continuous service shall be broken by only: resignation, discharge, retirement, and if an employee is laid off and fails to return to work within fourteen (14) days after being recalled.

#### Article 4.10

##### **HOURS OF DUTY**

The current hours of duty for each employee shall begin at 08:00 A.M. Currently, each shift shall be on duty forty-eight (48) hours. All employees shall be ready to work at 08:00 A.M. in uniform and ready to respond to emergency calls at all times for the remainder of their shift. Employees work a three (3)-platoon forty-eight (48)-hour shift schedule. The shift rotation is as follows: A/A, B/B, C/C. For avoidance of doubt, nothing in this Article 4.10 shall limit the City's right to implement any changes to the hours of duty for any of the employees subject to this Collective Bargaining Agreement.

Normal work hours shall commence at 0800 and continue until 1500 hours Monday through Sunday. The City will allow employees 1 hour for physical fitness activities at a reasonable time during the day and 1 and ½ hours as a flex-

time during which employees can prepare and consume meals. Non-emergency operations such as, but not limited to, inspections, apparatus and equipment maintenance, fire and EMS training, fire hose and fire hydrant testing, and facilities cleaning and maintenance shall be scheduled during the aforementioned normal work hours.

Unless intervening emergency calls prevent completion, the following tasks must be completed by 15:00 hours:

- The Daily Standard Operating Procedures (SOP).
- The emergency apparatus and equipment have been checked for serviceability and cleanliness.
- The station and apparatus have been cleaned.
- Scheduled training and public relations activities have been completed.

Management reserves the right to schedule training, public relation events and/or special events outside of these work hours.

Article 4.11

#### **APPARATUS STAFFING**

It is the City's intent that all Fire Apparatus will be maintained as advanced life support (ALS) units, with one riding position a Licensed Paramedic. An officer and engineer who is a licensed paramedic but who does not hold the position of Firefighter/Paramedic also may fill this position.

Fire Engineers that are Licensed Paramedics and receive the Fire Engineer Paramedic License Fringe Benefit, pursuant to Article 2.13 to maintain their Paramedic license shall be utilized as necessary by management to fill positions on all apparatus.

Employees hired with or who obtain a Paramedic License during employment must retain that Paramedic License so long as they work in the pay classifications of Fire Engineer or Firefighter/Paramedic.

Article 4.12

#### **POSTING OF PROMOTION TESTING SCORES**

Once a promotion has been determined in the Fire Department, a list will be provided to each engine house identifying the top three candidates (in no particular order). In addition, each candidate will be provided in writing his/her individual scores. Candidates will be able once the promotion process is complete to review the results of their written and practical tests, subject to the copyright and usage terms of the test purchase agreement.



Article 4.13

**EXISTING PRIVILEGES**

Allowance of outside employment provided that it does not interfere with the Fire Department schedule or performance of duties or occurs when an employee is receiving workers' compensation benefits and has not been returned to full and unrestricted duty, or is on sick leave.

Article 5.01

**MANAGEMENT RIGHTS**

Except as limited by the other articles of this Agreement or supplemental agreements, the City shall have the exclusive right to manage the business and direct the employees. These rights include, but are not limited to, the right to plan, direct and control operations; to determine the operations or services to be performed by the employees of the City; to schedule the working hours; to adopt rules of conduct; to hire, promote, transfer, suspend, discipline or discharge.

Article 5.02

**PERSONNEL RULES AND REGULATIONS**

Except as expressly limited in this Collective Bargaining Agreement, all of the City's Personnel Rules and Regulations, as may be in effect from time to time, shall be applicable to the bargaining unit employees covered by this Collective Bargaining Agreement. For avoidance of doubt, to the extent that any specific term or provision of this Agreement is in conflict with any specific provision in the City's Personnel Rules and Regulations, the specific provision of this Agreement shall govern and supersede any conflicting provision in the City's Personnel Rules and Regulations.

Article 5.03

**NO STRIKE**

The Union and the employees represented by the Union shall not engage in or encourage any engagement in, either directly or indirectly, strikes, slowdowns, group illness, or withdrawal of services against the Kirkwood Fire Department.

The Union and the employees represented by the Union shall not hinder or prevent any entrance to or egress from fire houses or any other public buildings, or obstruct or interfere with the free and uninterrupted use of public or private roads, streets, highways, railways, airports, or other ways of travel. The Union's right to informational picketing shall be limited as provided by Missouri law.

Article 6.01

**SAVINGS CLAUSE**

If any provision of this Collective Bargaining Agreement, or the application of such provisions, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect, and the provisions of this Agreement shall be amended by the parties so as to render the remaining provisions of this Agreement in compliance with applicable law.

Article 6.02

**APPENDICES AND AMENDMENTS**

All appendices and amendments of this Collective Bargaining Agreement shall be lettered, dated, and signed by the responsible parties and shall be subject to all provisions of this Collective Bargaining Agreement.

Article 6.03

**DURATION OF COLLECTIVE BARGAINING AGREEMENT**

This Collective Bargaining Agreement shall be effective as of the date adopted by the City Council and shall remain in full force and effect through December 31, 2025. It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other party in writing at least ninety days prior to the anniversary date that it desires to modify the Collective Bargaining Agreement. In the event that either the City or Union provides notice to modify the Agreement, bargaining discussions shall commence no later than forty-five (45) days after the date the Union or the City gives the required notice, unless otherwise agreed by the parties. This Agreement shall remain in effect during good faith negotiations and shall continue to remain in full force and effect until such time as a new Agreement is agreed upon by the City and Union.

INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS LOCAL 2665

By: \_\_\_\_\_  
Nicholas Stremlau  
Shop Steward

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

By: \_\_\_\_\_  
Sean Murray  
Business Manager

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

CITY OF KIRKWOOD

By: \_\_\_\_\_  
Russell B. Hawes  
Chief Administrative Officer

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

# ATTACHMENT A

## FINANCIAL REIMBURSEMENT AGREEMENT

This Financial Reimbursement Agreement (the "Agreement") is by and between the City of Kirkwood (the "City") and \_\_\_\_\_ [INSERT EMPLOYEE NAME] (the "Employee").

WHEREAS, Employee has been offered employment with the City in the position of Firefighter/Paramedic for the City's Fire Department;

WHEREAS, the City has agreed to pay the costs for various custom fitted personal protective equipment and gear including but not necessarily limited to Employee's respiratory apparatus, gloves, helmet, fire coat, bunker pants and boots (the "Turn Out Gear");

WHEREAS, the City has agreed to pay the costs for various custom fitted and decorated apparel, including but not necessarily limited to boots, belts, shirts, trousers, dress cap and jacket (the "Station Wear"); and

WHEREAS, as a condition of Employee's commencement of employment with the City, Employee has agreed to the terms set forth in this Agreement.

NOW, therefore, in consideration of the mutual covenants contained in this Agreement, the City and Employee agree as follows:

1. The City agrees to pay for and provide Employee with the Turn Out Gear for outfitting a new employee, the cost of which is \$\_\_\_\_\_ (the "Turn Out Gear Cost").

2. Employee agrees to reimburse the City for the Turn Out Gear Cost, on a pro rata basis, if at any time prior to completing 24 months of employment service from Employee's date of active employment with the City: Employee voluntarily leaves the employment of the City for any reason whatsoever; or Employee is terminated for misconduct connected with Employee's work. Upon reimbursement to the City, the Turn Out Gear shall become the property of Employee following the City's removal of any City insignia on any of the Turn Out Gear. The Turn Out Gear Cost subject to reimbursement shall be reduced by 1/24<sup>th</sup> for each full month of employment with the City completed by Employee.

3. The City agrees to pay for and provide Employee with the Station Wear for outfitting a new employee, the cost of which is significantly in excess of \$1,000.00. Employee agrees to reimburse the City in the amount of \$1,000.00 (the "Station Wear Reimbursement") if at any time prior to completing 12 months of employment service from Employee's date of active employment with the City: Employee voluntarily leaves the employment of the City for any reason whatsoever; or Employee is terminated for misconduct connected with Employee's work. Upon reimbursement to the City, the Station Wear shall become the property of Employee following the City's removal of any

City insignia on any of the Station Wear. The Station Wear Reimbursement is not subject to any pro rata reduction.

4. Any Turn Out Gear Cost reimbursement due under this Agreement shall become due and owing immediately upon Employee's voluntary separation of employment, or Employee's separation of employment by the City due to misconduct connected with Employee's work, so long as such employment separation occurs prior to Employee completing 24 months of service with the City. Employee specifically agrees and authorizes the City to deduct any Turn Out Gear Cost reimbursement owed under this Agreement from any wages, salaries or other remuneration owed to Employee by the City, specifically including a deduction from Employee's final compensation or any other amount that may be owed to Employee by the City at the time of Employee's separation of employment. Employee agrees further that Employee shall be liable to the City for any costs incurred by the City to enforce any term of this Agreement, specifically including the City's reasonable attorneys' fees and court costs.

5. Any Station Wear Reimbursement due under this Agreement shall become due and owing immediately upon Employee's voluntary separation of employment, or Employee's separation of employment by the City due to misconduct connected with Employee's work, so long as such employment separation occurs prior to Employee completing 12 months of service with the City. Employee specifically agrees and authorizes the City to deduct any Station Wear Reimbursement owed under this Agreement from any wages, salaries or other remuneration owed to Employee by the City, specifically including a deduction from Employee's final compensation or any other amount that may be owed to Employee by the City at the time of Employee's separation of employment. Employee agrees further that Employee shall be liable to the City for any costs incurred by the City to enforce any term of this Agreement, specifically including the City's reasonable attorneys' fees and court costs.

6. Employee and the City agree that any legal action necessary to enforce any provision of this Agreement shall be maintained exclusively in the Circuit Court of the County of St. Louis, State of Missouri and that this Agreement shall be governed in all respects by the laws of the State of Missouri.

7. This Agreement and its provisions may only be modified, waived, altered or rescinded pursuant to a subsequent written agreement, signed by Employee and an authorized representative of the City.

This Agreement is freely and voluntarily entered into by the City and Employee. The City and Employee have executed this Agreement on the date(s) set forth below.

**CITY OF KIRKWOOD**

**[EMPLOYEE NAME INSERTED]  
("EMPLOYEE")**

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

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

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

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

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