



**Agenda**  
**Kirkwood City Council**  
**City Hall, Council Chambers**  
**139 South Kirkwood Road**  
**Kirkwood, MO 63122**  
**Thursday, June 4, 2026, 7:00 p.m.**  
**Posted on May 29, 2026 at 10:30 a.m.**

**I. PLEDGE OF ALLEGIANCE**

**II. ROLL CALL**

**III. INTRODUCTIONS AND RECOGNITIONS**

1. Fire Department Life Saving Recognition

**IV. PRESENTATIONS - NONE**

**V. PUBLIC HEARINGS - NONE**

**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 Interim 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 May 21, 2026 Council Meeting Minutes
- b) Resolution 48-2026, appointing members to various Boards and Commissions

**VIII. UNFINISHED BUSINESS**

1. Bill 11127, appropriating \$8,000,000 from the Certificates of Participation Series 2026 to the Other Bond Proceeds Account and to the Building and Site Improvements Account for the Public Works Facility Renovation Project

**IX. NEW BUSINESS**

1. Bill 11128, appropriating \$6,010 from the Equitable Sharing Fund Balance to the Police Department Machinery and Equipment Account, accepting the single source quote of Elastec, Inc. in the amount of \$6,010 for the purchase of a Drug Terminator Machine for the Police Department and authorizing and directing the Director of Procurement to issue a Purchase Order



2. Bill 11129, amending the Kirkwood Code of Ordinances, Chapter 14, Article VIII, Section 14-396 "Schedule F: Speed Limit Designations", Subsection "(f) 15 miles per hour"
3. Resolution 49-2026, accepting the bid of J.E. Foster Building Company in the amount not to exceed of \$7,999,999 (which includes a 9.2% contingency in the amount of \$673,999) for renovations to the new Public Works building at 545 Leffingwell Avenue, Kirkwood, Missouri and authorizing and directing the Mayor to enter into a contract
4. Resolution 50-2026, authorizing the City of Kirkwood to provide insurance coverage for Liability and Workers' Compensation at an annual cost of \$833,166, effective June 1, 2026 through May 31, 2027
5. Resolution 51-2026, authorizing and directing the Mayor to enter into an amended contract with the St. Louis County Justice Center to provide detention services for inmates sentenced to jail time by the Kirkwood Municipal Court
6. Resolution 52-2026, authorizing the Interim Chief Administrative Officer to enter into a Collective Bargaining Agreement with the Local Union No. 2665 of the International Association of Firefighters effective June 4, 2026 through December 31, 2028

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

**XI. CITY COUNCIL REPORTS**

**XII. INTERIM CHIEF ADMINISTRATIVE OFFICER REPORTS**

1. Application for Temporary Outdoor Variance from Radiant City Church for a public event with live music on the Teleo Coffee porch at 132 W. Monroe Avenue on Thursday, June 18, 2026 from 6:00 p.m. to 7:45 p.m.
2. Application for Liquor License Application to sell Intoxicating Liquor by the Drink Including Sunday, Intoxicating Liquor in Original Package Including Sunday, and Beer and Wine by the Drink Including Sunday, from Fox's Finest at 159 West Argonne Drive

**XIII. CITY ATTORNEY REPORTS**

**XIV. CITY CLERK REPORTS**

**XV. MEETING ADJOURNMENT**

The next regular meeting of the Kirkwood City Council will take place at **7:00 p.m. on Thursday, June 18, 2026.**

**CONTINUED ITEMS**

NONE

**TABLED ITEMS**

NONE



**Kirkwood City Council:** Mayor Liz Gibbons, Council Members Justin Arnold, Sheila Burkett, Gina Jaksetic, Deb Lavender, Mark McLean, and Paul Schaefer

**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 Interim Chief Administrative Officer call 314-822-5801.

**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.

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

- a) Approval of May 21, 2026 Council Meeting Minutes
- b) Resolution 48-2026, appointing members to various Boards and Commissions



WHERE COMMUNITY AND SPIRIT MEET®

DRAFT

**City Council Meeting Minutes  
Kirkwood City Hall  
Thursday, May 21, 2026 7:00 p.m.**

Pursuant to notice of meeting duly given by the Mayor, the City Council convened on Thursday, May 21, 2026, at 7:00 p.m. at Kirkwood City Hall, 139 South Kirkwood Road, Kirkwood, Missouri. Present: Mayor Gibbons, Council Members Arnold, Burkett, Jaksetic, Lavender, McLean, and Schaefer. Also in attendance were Interim Chief Administrative Officer David Weidler, City Clerk Laurie Asche, Deputy City Clerk Zoe Williams, Planning & Development Services Director Jonathan Raiche, City Engineer Richard Holesinger, and City Attorney Jackie Graves.

**INTRODUCTIONS AND RECOGNITIONS  
NONE**

**PRESENTATIONS**

Human Rights Commission Vice-Chair Nicole Goldkamp presented the winners of the Human Rights Commission Essay Contest. The topic of the essay contest was, "What is the most important human rights issue today, and why?" The winners were:

1. Ava Henderson, Ursuline Academy
2. Addie Clements, Ursuline Academy
3. Devan Osburn, Kirkwood High School

**PUBLIC HEARINGS  
NONE**

**PUBLIC COMMENTS**

1. Mike Eskew, Kirkwood, MO, spoke in regards to standing water along the Union Pacific railroad tracks and raised concern about the breeding of mosquitos due to the water. Stated they have sent a letter to Union Pacific, but is requesting that the City Council petition Union Pacific to remedy the situation.

**CONSENT AGENDA**

Motion was made by Council Member Burkett and seconded by Council Member Schaefer to approve the Consent Agenda. A discussion took place. The Consent Agenda was approved with all in favor.

- a) Approval of May 7, 2026 Council Meeting Minutes
- b) Resolution 41-2026, appointing members to various Boards and Commissions
- c) Resolution 42-2026, appointing Council Members to serve as Liaisons to City Boards and Commissions

**UNFINISHED BUSINESS  
NONE**



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**NEW BUSINESS**

Bill 11127, appropriating \$8,000,000 from the Certificates of Participation Series 2026 to the Other Bond Proceeds Account and to the Building and Site Improvements Account for the Public Works Facility Renovation Project, was brought before the City Council. Motion was made by Council Member Lavender and seconded by Council Member McLean to accept the Bill as read. The Bill received first reading approval and was held over with Mayor Gibbons, Council Members Burkett, Lavender, and McLean in favor. Council Members Arnold, Jaksetic and Schaefer were opposed.

The Bill received first reading approval and was held over.

Resolution 43-2026, accepting the Ed Roehr Safety Products in the amount of \$24,524.39 (pursuant to St. Louis County Cooperative Contract) for the purchase and installation of emergency lighting and sirens for two 2026 Dodge Durango Patrol Vehicles for the Police Department and authorizing and directing the Director of Procurement to issue a Purchase Order, was brought before the City Council. Motion was made by Council Member Schaefer and seconded by Council Member Arnold to accept the Resolution as read. A discussion took place.

Roll Call:

Mayor Gibbons	"Yes"
Council Member Arnold	"Yes"
Council Member Burkett	"Yes"
Council Member Jaksetic	"Yes"
Council Member Lavender	"Yes"
Council Member McLean	"Yes"
Council Member Schaefer	"Yes"

Resolution 44-2026, increasing the contract amount with Starfire Corporation in the amount not to exceed of \$50,000 for the City of Kirkwood 4th of July Freedom Festival Fireworks Displays and authorizing and directing the Mayor to enter into an amended contract, was brought before the City Council. Motion was made by Council Member Schaefer and seconded by Council Member Arnold to accept the Resolution as read. A discussion took place.

Roll Call:

Mayor Gibbons	"Yes"
Council Member Arnold	"Yes"
Council Member Burkett	"Yes"
Council Member Jaksetic	"Yes"
Council Member Lavender	"Yes"
Council Member McLean	"Yes"
Council Member Schaefer	"Yes"



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Resolution 45-2026, accepting the bid of Don Brown Chevrolet in the amount of \$49,190 (pursuant to MOBUYS cooperative contract) for the purchase of one 2026 Chevy Silverado 1500 Crew Cab 4x4 for the Fleet Department and authorizing and directing the Director of Procurement to issue a Purchase Order, was brought before the City Council. Motion was made by Council Member Lavender and seconded by Council Member Schaefer to accept the Resolution as read. A discussion took place.

Roll Call:

Mayor Gibbons	"Yes"
Council Member Arnold	"Yes"
Council Member Burkett	"Yes"
Council Member Jaksetic	"Yes"
Council Member Lavender	"Yes"
Council Member McLean	"Yes"
Council Member Schaefer	"Yes"

Resolution 46-2026, requesting that the Missouri Department of Transportation reduce the speed limit on Manchester Road within the City limits from 35 miles per hour to 30 miles per hour, was brought before the City Council. Motion was made by Council Member Burkett and seconded by Council Member McLean to accept the Resolution as read. A discussion took place.

Roll Call:

Mayor Gibbons	"Yes"
Council Member Arnold	"Yes"
Council Member Burkett	"Yes"
Council Member Jaksetic	"Yes"
Council Member Lavender	"Yes"
Council Member McLean	"Yes"
Council Member Schaefer	"Yes"

Resolution 47-2026, accepting the bid of Tubbs & Son Construction in the amount of \$24,000 for single family residence demolition and property restoration at 921 South Fillmore Avenue, Kirkwood, Missouri and authorizing and directing the Mayor to enter into a contract, was brought before the City Council. Motion was made by Council Member Schaefer and seconded by Council Member McLean to accept the Resolution as read. A discussion took place.

Roll Call:

Mayor Gibbons	"Yes"
Council Member Arnold	"Yes"
Council Member Burkett	"Yes"



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Council Member Jaksetic	"Yes"
Council Member Lavender	"Yes"
Council Member McLean	"Yes"
Council Member Schaefer	"Yes"

**CONSENT AGENDA ITEMS FOR DISCUSSION**  
NONE

**CITY COUNCIL REPORTS**

Mayor Gibbons reported on the following:

- There will be a Memorial Day Service on Monday, May 25<sup>th</sup> at 10:00 a.m. at Memorial Park.
- There was an art installation installed at the Kirkwood Performing Arts Center at the gallery.

Council Member Lavender reported on Arts Commission activities; the Kirkwood Performing Arts Center has been nominated by St. Louis Magazine for one of the best indoor music sounds and everyone is encouraged to vote.

Council Member Burkett reported on Human Rights Commission activities; Monday, May 18<sup>th</sup> the Human Rights Commission hosted Judge Michael Wolfe at the Kirkwood Performing Arts Center.

Council Member Schaefer reported on Library Board activities:

- The Library Board received a \$9,000 grant.
- The YMCA, in conjunction with the Library Board, is doing a story walk.
- Patti Smith, who was the President of the Library Board, has finished out her term on the Board. Thanks were given to Patti for her hard work and service.
- There is currently not a flag pole at the Library, however, the Library is working on having one installed in November.

**INTERIM CHIEF ADMINISTRATIVE OFFICER REPORTS**

Mr. Weidler had nothing to report.

**CITY ATTORNEY REPORTS**

Ms. Graves had nothing to report.

**CITY CLERK REPORTS**

Ms. Asche read the May 21, 2026 report of the Planning & Zoning Commission. The following action took place:

1. After a presentation by Staff on a Zoning Map Amendment from B-4, Planned Commercial District, to B-2, Central Business District, at 422 S. Clay Avenue, Commissioners Salzer-Lutz and Washington were appointed to a subcommittee for further review. The subcommittee will meet on site on Thursday, May 28 at 8:30 a.m.



WHERE COMMUNITY AND SPIRIT MEET

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2. After a presentation by Staff on a Staff-Initiated Zoning Code Text Amendment related to clarifications and revisions of the zoning code, Commissioners Adcock and Adkins were appointed to a subcommittee for further review. The subcommittee will meet at Kirkwood City Hall on Tuesday, June 2 at 8:30 a.m.

### **ADJOURNMENT**

There being no further business to come before the Council, the formal meeting was adjourned at 7:53 p.m. The next regular meeting of the Kirkwood City Council will take place at 7:00 p.m. on Thursday, June 4, 2026.

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Laurie Asche  
City Clerk

RESOLUTION 48-2026

A RESOLUTION APPOINTING MEMBERS TO VARIOUS BOARDS AND COMMISSIONS.

WHEREAS, the City Council annually reviews appointments and vacancies relating to Boards and Commissions.

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

SECTION 1. The following appointments are hereby accepted and approved:

**Architectural Review Board (3 Year Term)**

Max Bemberg (Alternate Position)                      New Appointment                      June 2029

**Civil Service Commission (4 Year Term)**

Michael Korte    New Appointment                      June 2030

**Human Rights Commission (3 Year Term)**

Lindsay Davis    New Appointment                      Partial to June 2028

Pat Knoerle    New Appointment                      June 2029

**Landmarks Commission (3 Year Term)**

Scott Pozzo    New Appointment                      June 2029

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

PASSED AND APPROVED THIS 4<sup>TH</sup> DAY OF JUNE 2026.

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

ATTEST:

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

# Legislation Request

**Request Type \***

- Resolution
- Ordinance

**Place on the Agenda**  
of: 2026-06-04

**Step 1:**

**Strategic Plan**

- Yes
- No

**Goal # & Title**

**Background To Issue:**

The City Council annually reviews appointments and vacancies relating to Boards and Commissions.

**Recommendations and Action Requested**

Approve a Resolution appointing members to various Boards and Commissions.

**Alternatives Available:**

**Does this project have a public information component?**

- Yes
- No

**Cost:**  
\$0.00

**Account Number**  
000-00-000-000-000-000000

**Account Name**

**Project Number**

**Budgeted:**

- Yes
- No

**Amount**  
\$0.00

**Department Head Comments:**

**By:**  
Laurie Asche

**Date**  
2026-04-27

**Authenticated:**  
KIRKWOODMOVAschelb

Send Directly to City Clerk

You can attach up to 3 files along with this request

**Step #2: if request involves approval of bids, contracts, proposals, purchases, etc. (Must have Purchasing Directors Approval)**

- Approve
- Disapprove

**Purchasing Director's Comments**

By: \_\_\_\_\_ Date \_\_\_\_\_ Authenticated:

- Sara Foan-Noory
- Rachel Shelley

You can attach up to 3 files along with this request

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

- Budgetary Approval
- Appropriation
- Transfer of Funds

**Finance Director's Comments**

By: \_\_\_\_\_ Date \_\_\_\_\_ Authenticated:

- Mary Sprung
- Jennifer Forgy

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

- Approve
- Disapprove

**Chief Administrative Officer Comments:**

By: 

Date 9/28/2026

BILL 11127

ORDINANCE

AN ORDINANCE APPROPRIATING \$8,000,000 FROM THE CERTIFICATES OF PARTICIPATION SERIES 2026 TO THE OTHER BOND PROCEEDS ACCOUNT AND TO THE BUILDING AND SITE IMPROVEMENTS ACCOUNT FOR THE PUBLIC WORKS FACILITY RENOVATION PROJECT.

WHEREAS, funds for the Public Works Facility Renovation Project on Leffingwell Avenue were not included in the FY26/27 Budget, and

WHEREAS, staff is requesting that \$8,000,000 be appropriated from the Certificates of Participation Series 2026 for the project, and

WHEREAS, funds in the amount of \$8,000,000 needs to be appropriated from the Certificates of Participation Series 2026 to the Other Bond Proceeds Account #301-00-000-000-000-491005 and to the Building and Site Improvements Account #301-05-070-000-000-620020.

WHEREAS, the Other Bonds Proceed Account is a revenue account and the Building and Site Improvements Account is an expenditure account, therefore, net change in these two accounts is zero.

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

SECTION 1. Funds in the amount of \$8,000,000 are hereby appropriated from the Certificates of Participation Series 2026 to the Other Bond Proceeds Account #301-00-000-000-000-491005 and to the Building and Site Improvements Account #301-05-070-000-000-620020.

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

PASSED AND APPROVED THIS DAY OF.

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Mayor, City of Kirkwood

ATTEST:

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

# Legislation Request

**Request Type \***

- Resolution
- Ordinance

**Place on the Agenda of:**

2026-05-21

**Step 1:**

**Strategic Plan**

- Yes
- No

**Goal # & Title**

Goal 1: Economic Vitality and Goal 3: Quality of Life

**Background To Issue:**

Funds for the Public Works Facility Renovation project were not included in the FY2027 Budget. A Certificate of Participation was issued in the amount of \$8,000,000 to fund the renovation project in May 2026.

**Recommendations and Action Requested**

It is recommended that \$8,000,000 be appropriated from the Certificates of Participation Series 2026 to the Other Bond Proceeds Account (which is a revenue account) and to the Buildings and Site Improvement Account (with is an expenditure account) to fund the Public Works Facility Renovation Project. Net change in these two accounts is zero.

**Alternatives Available:**

**Does this project have a public information component?**

- Yes
- No

**Cost:**

\$0.00

**Account Number**

301-00-000-000-000-491005

**Account Name:** Other Bond Proceeds & Building and Site Improvements

301-05-070-000-000-620020

**Project Number**

**Budgeted:**

- Yes
- No

**Amount**

\$0.00

**Department Head Comments:**

**By:**

Christopher Krueger

**Date**

2026-05-11

**Authenticated:**

KIRKWOODMO\kruegeca

- Send Directly to City Clerk

You can attach up to 3 files along with this request

**Step #2: if request involves approval of bids, contracts, proposals, purchases, etc. (Must have Purchasing Directors Approval)**

- Approve
- Disapprove

**Purchasing Director's Comments**

<b>By:</b>	<b>Date</b>	<b>Authenticated:</b>
<input checked="" type="radio"/> Sara Foan-Noory	2026-05-12	KIRKWOODMO\foanolsm
<input type="radio"/> Rachel Shelley		

You can attach up to 3 files along with this request

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

- | <input type="radio"/> Budgetary Approval       | Fund & Account # | Name |
|--|------------------|------|
| <input checked="" type="radio"/> Appropriation |                  |      |
| <input type="radio"/> Transfer of Funds        |                  |      |

**Finance Director's Comments**

Budget appropriations will be made to the following accounts: \$8,000,000 Other Bond Proceeds 301-00-000-000-000-491005 and \$8,000,000 Buildings and Site Improvements 301-05-070-000-000-620020. Net change in these 2 accounts is zero.

<b>By:</b>	<b>Date</b>	<b>Authenticated:</b>
<input checked="" type="radio"/> Mary Sprung	2026-05-12	KIRKWOODMO\sprungmj
<input type="radio"/> Jennifer Forgy		

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

- Approve
- Disapprove

**Chief Administrative Officer Comments:**

By:  Date **5/14/2026**

BILL 11128

ORDINANCE

AN ORDINANCE APPROPRIATING \$6,010 FROM THE EQUITABLE SHARING FUND BALANCE TO THE POLICE DEPARTMENT MACHINERY AND EQUIPMENT ACCOUNT, ACCEPTING THE SINGLE SOURCE QUOTE OF ELASTEC, INC. IN THE AMOUNT OF \$6,010 FOR THE PURCHASE OF A DRUG TERMINATOR MACHINE FOR THE POLICE DEPARTMENT AND AUTHORIZING AND DIRECTING THE DIRECTOR OF PROCUREMENT TO ISSUE A PURCHASE ORDER.

WHEREAS, the City of Kirkwood Police Department has been receiving a large amount of narcotics in the drop box located in the lobby of the Police Department building, and

WHEREAS, these narcotics can be costly to destroy, as the service is located in Illinois and is charged by the pound for destruction, and

WHEREAS, the Police Department recommends purchasing a Drug Terminator Machine from Elastec, Inc. that will allow officers to destroy both turned in narcotics, as well as court ordered narcotics evidence, in house with no additional cost or travel time, and

WHEREAS, Elastec, Inc. is considered a single source provider as they are the sole manufacturer of the Drug Terminator Machine, and

WHEREAS, Elastec, Inc. submitted a quote in the amount of \$6,010 for the purchase of a Drug Terminator Machine, and

WHEREAS, funds in the amount of \$6,010 needs to be appropriated from the Equitable Sharing Fund Balance to the Police Department Machinery & Equipment Account #205-02-050-000-000-620040 for this purchase.

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

SECTION 1. Funds in the amount of \$6,010 are hereby appropriated from the Equitable Sharing Fund Balance to the Police Department Machinery & Equipment Account #205-02-050-000-000-620040.

SECTION 2. The single source quote of Elastec, Inc. in the amount of \$6,010 for the purchase of a Drug Terminator Machine for the Police Department is hereby accepted and approved.

SECTION 3. The Director of Procurement is hereby authorized and directed to issue a Purchase Order to Elastec, Inc. in the amount of \$6,010 for the purchase of a Drug Terminator Machine for the Police Department.

SECTION 4. This Resolution shall be in full force and effect after its passage and approval.

PASSED AND APPROVED THIS DAY OF.

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Mayor, City of Kirkwood

ATTEST:

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

# Legislation Request

**Request Type \***

- Resolution
- Ordinance

**Place on the Agenda of:**

2026-06-04

**Step 1:**

**Strategic Plan**

- Yes
- No

**Goal # & Title**

**Background To Issue:**

The Police Department is receiving large amounts of narcotics in the drop off box located in the lobby of the police station. The narcotics can be costly and time consuming to destroy, as the service to destroy is in Illinois and charge by the pound for destruction. The Drug Terminator machine will allow evidence officers to destroy the turned in narcotics as well as court ordered narcotic evidence to be destroyed in house at no additional cost or travel time.

**Recommendations and Action Requested**

The Police Department is requesting that City Council appropriate funds from the Equitable Sharing Account to the Machinery and Equipment Account 205-02-050-000-000-620040 for the purpose of purchasing a Drug Terminator machine through the sole source provider, Elastec.

**Alternatives Available:**

Continue to transport and destroy narcotics at the facility in Illinois at a fee.

**Does this project have a public information component?**

- Yes
- No

**Cost:**

\$6,010.00

**Account Number**

205-02-050-000-000-620040

**Account Name**

Machinery and Equipment

**Project Number**

**Budgeted:**

- Yes
- No

Appropriation

**Department Head Comments:**

**By:**

Brian Murphy

**Date**

2026-05-20

**Authenticated:**

KIRKWOODMO\ConnersI

Send Directly to City Clerk

You can attach up to 3 files along with this request

Elastec Drug Terminator Machine Quote.pdf

833.34KB

**Step #2: if request involves approval of bids, contracts, proposals, purchases, etc. (Must have Purchasing Directors Approval)**

- Approve  
 Disapprove

**Purchasing Director's Comments**

By:	Date	Authenticated:
<input type="radio"/> Sara Foan-Noory	2026-05-26	KIRKWOODMO\shellers
<input checked="" type="radio"/> Rachel Shelley		

You can attach up to 3 files along with this request

501999 Signed Resolution Letter.pdf

9.47KB

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

	Fund & Account #	Name
<input type="radio"/> Budgetary Approval	Equitable Sharing Fund 205-02-050-000-000-620040	Machinery & Equipment
<input checked="" type="radio"/> Appropriation		
<input type="radio"/> Transfer of Funds		

**Finance Director's Comments**

Appropriation from Equitable Sharing Fund Balance is available and sufficient for \$6,010 to move to account 205-02-050-000-000-620040 Machinery & Equipment to approve the above as requested.

By:	Date	Authenticated:
<input checked="" type="radio"/> Mary Sprung	2026-05-20	KIRKWOODMO\ConnersI
<input type="radio"/> Jennifer Forgy		

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

- Approve  
 Disapprove

**Chief Administrative Officer Comments:**

By:  Date: 5/28/2026



1309 West Main, Carmi, IL 62821, USA  
Tel: +1 (618) 382 2525 Fax: +1 (618) 382 3610  
E-mail: [elastec@elastec.com](mailto:elastec@elastec.com)  
Web Page: [www.elastec.com](http://www.elastec.com)

19 May 2026

Det. Christopher Beckman  
Kirkwood Police Department  
131 West Madison Ave  
Kirkwood, MO 63122 USA

Dear Det. Beckman,

This is to certify that Elastec Inc. is the sole-source manufacturer of the Drug Terminator and holds exclusive rights and patents for the product. The Drug Terminator system is unique in that it is the only narcotics incineration system in its capacity class and unlike most small incinerators incorporates an injection system that allows material to be continuously fed while in operation. The unit uses only wood or charcoal for fuel, utilizing a vortex of superheated air to reach incineration temperatures and is powered by 110v electricity. Unlike larger medical waste incinerators, the Drug Terminator is specifically designed to destroy narcotics and pharmaceuticals in a safe, efficient manner at a minimum cost.

Sincerely,


Jeremy Pretzsch  
Sales Manager  
Elastec Inc.



+1 618-382-2525

1309 West Main, Carmi, IL 62821,

### Line Item Detail

QTY	Description	Picture	Unit Price	Ext Price
1	<p>DRUG TERMINATOR 110v ( with drum )**</p> <p>The Drug Terminator is designed for safe and efficient disposal of confiscated drugs. The drugs to be destroyed are fed into the incinerator using a special easy feed cartridge once a wood fire is built up inside the drum. An intense whirlwind of fire is created by the high velocity air blowers.</p> <p>Specifications:            Construction: Stainless Steel Lid            Painted Tubular Steel Frame            2-Blowers, Axial Vane 110v standard or 220v optional            Height: 46 inch / 1.17m            Floor Space: 36 x 26 inch / 0.91 x 0.66m with drum            Average Burn Rate: 50 lbs/hr / 22kg/hr            Loader: Easy-Feed Cartridge (included) used to inject drugs into the fire while unit is at incineration temperature.            Open top drum ( steel)            Drug Terminator Burns: Methamphetamines, Cocaine, Marijuana, Opiates, Ecstasy, Heroin Paraphernalia, Lab Materials. Sterilizes Metal (needles, pipes, etc.)            Weight: 250lbs / 113 kg assembled in wood crate with drum</p> <p>**Check with local and state environmental authorities with regards to permits and/or exemptions before purchase. A 15% restocking fee is applicable to all returned goods.</p>		\$5,660.00	\$5,660.00
<b>Optional Accessories:</b>				
0	Pharmaceutical Drop Box *White*		\$1,395.00	\$0.00
0	Wall-Mount Drop Box *Black*		\$880.00	\$0.00
<b>Shipping:</b>				
1	Shipping & Handling for Drug Terminator		\$350.00	\$350.00
0	Shipping & Handling for Drop Box		\$165.00	\$0.00
0	Shipping & Handling for Wall-Mount Drop Box		\$150.00	\$0.00
			<b>SubTotal:</b>	<b>\$6,010.00</b>
			<b>Shipping:</b>	<b>\$0.00</b>
			<b>Sales Tax:</b>	<b>\$0.00</b>
			<b>Total:</b>	<b>\$6,010.00</b>
			<b>Deposit Required: \$6,010.00</b>	

### Complete Below to Order

\*Note: We reserve the right to cancel orders arising from errors, inaccuracies, or omissions.

IP Address 35.130.49.195

PO Number

Company

**Email**

**Phone**

**Address**

**City**

**State**

**Zip**

**Country**

**Place Order**

*(Note: After submitting your order you will have the opportunity to provide payment.)*

This page was created using QuoteValet - *The online quote delivery and acceptance vehicle for QuoteWerks.*

May 26, 2026

**To:** David Weidler, Interim Chief Administrative Officer

**For Your Consideration:** Drug Terminator Machine; Single Source # 501999

The City of Kirkwood Police Department has been receiving a large amount of narcotics in the drop off box located in the lobby of the police station. These narcotics can be costly to destroy, as the service is in Illinois and is charged by the pound for destruction. The Drug Terminator machine will allow officers to destroy both turned in narcotics and court ordered narcotics evidence in house with no additional cost or travel time.

Elastec, Inc is the sole manufacturer of the Drug Terminator Machine.

The Police Department is requesting that funds be allocated from equitable sharing to account 205-02-050-000-000-620040-, Machinery and Equipment, to cover this purchase.

Attached is a request from Brian Murphy, Police Chief, authorizing the City to enter into an agreement with Elastec, Inc in the amount of \$6,010.00 for the purchase of a drug terminator machine for the Police Department.

Respectfully,

*Rachel Shelley*

Rachel Shelley  
Assistant Procurement Director

BILL 11129

ORDINANCE

AN ORDINANCE AMENDING THE KIRKWOOD CODE OF ORDINANCES, CHAPTER 14, ARTICLE VIII, SECTION 14-396 “SCHEDULE F: SPEED LIMIT DESIGNATIONS”, SUBSECTION “(F) 15 MILES PER HOUR”.

WHEREAS, Ordinance 10894 was passed and approved on March 20, 2025, which amended Chapter 14, Article VIII, Section 14-396 “Schedule F: Speed Limit Designations” of the Kirkwood Code of Ordinances, and

WHEREAS, included in the amendments was a decrease in the speed limit on Jefferson Avenue between Kirkwood Road and Clay Avenue from 20 miles per hour to 15 miles per hour, and

WHEREAS, however, the Ordinance referenced the inaccurate direction of “East Jefferson”, not “West Jefferson”, and

WHEREAS, staff recommends that Chapter 14, Article VIII, Section 14-396 “Schedule F: Speed Limit Designations”, Subsection “(f) 15 miles per hour” be amended by changing the language from “East Jefferson” to “West Jefferson”.

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

SECTION 1. The Kirkwood Code of Ordinances, Chapter 14, Article VIII, Section 14-396 “Schedule F: Speed Limit Designations”, Subsection “(f) 15 Miles per hour” is hereby amended by deleting and replacing with the language set forth below:

§ 14-396 **Schedule F: Speed Limit Designations.**

(f) 15 miles per hour:

West Jefferson, between Kirkwood Road and Clay Avenue

SECTION 2. 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

**Request Type \***

- Resolution
- Ordinance

**Place on the Agenda of:**

2026-06-04

**Step 1:****Strategic Plan**

- Yes
- No

**Goal # & Title**

Quality of Life: Goal 3

**Background To Issue:**

Ordinance 10894 was passed March 20, 2025 to decrease the speed limit from 20 mph to 15 mph on Jefferson Avenue between Kirkwood Road and Clay Avenue. However, the ordinance referenced the inaccurate direction of "East" Jefferson, not "West" Jefferson. This legislation request is to change "East" to "West" within Chapter 14, Article VIII, Section 14-396 "Schedule F: Speed Limit Designations" (f) 15 miles per hour of the Kirkwood Code of Ordinances.

**Recommendations and Action Requested**

It is recommended that the code be amended by deleting and replacing with the language (f) 15 miles per hour: West Jefferson, between Kirkwood Road and Clay Avenue.

**Alternatives Available:****Does this project have a public information component?**

- Yes
- No

**Cost:**

\$0.00

**Account Number**

000-00-000-000-000-000000

**Account Name**

N/A

**Project Number**

N/A

**Budgeted:**

- Yes
- No

**Amount**

\$0.00

**Department Head Comments:**

I support this change to the code.

**By:**

Christopher Krueger

**Date**

2026-05-27

**Authenticated:**

KIRKWOODMO\kruegeca

Send Directly to City Clerk

You can attach up to 3 files along with this request

**Step #2: if request involves approval of bids, contracts, proposals, purchases, etc. (Must have Purchasing Directors Approval)**

- Approve
- Disapprove

**Purchasing Director's Comments**

**By:** **Date** **Authenticated:**

- Sara Foan-Noory
- Rachel Shelley

You can attach up to 3 files along with this request

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

- Budgetary Approval
- Appropriation
- Transfer of Funds

**Finance Director's Comments**

**By:** **Date** **Authenticated:**

- Mary Sprung
- Jennifer Forgy

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

- Approve
- Disapprove

**Chief Administrative Officer Comments:**

**By:**  **Date** 5/28/2026

RESOLUTION 49-2026

A RESOLUTION ACCEPTING THE BID OF J.E. FOSTER BUILDING COMPANY IN THE AMOUNT NOT TO EXCEED OF \$7,999,999 (WHICH INCLUDES A 9.2% CONTINGENCY IN THE AMOUNT OF \$673,999) FOR RENOVATIONS TO THE NEW PUBLIC WORKS BUILDING AT 545 LEFFINGWELL AVENUE, KIRKWOOD, MISSOURI AND AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT.

WHEREAS, pursuant to law, the City solicited bids for renovations to the new Public Works building at 545 Leffingwell Avenue, Kirkwood, Missouri, and

WHEREAS, the most responsible bid received was that of J.E. Foster Building Company in the amount not to exceed of \$7,999,999 (which includes a 9.2% contingency of \$673,999), which bid acceptance is approved by the Interim Chief Administrative Officer and recommended by the Director of Procurement, and the Director of Public Services, and

WHEREAS, funds are available in Building & site Improvements Account #301-05-070-000-000-620020.

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

SECTION 1. The bid of J.E. Foster Building Company in the amount not to exceed of \$7,999,999 (which includes a 9.2% contingency of \$673,999) for renovations to the new Public Works building at 545 Leffingwell Avenue, Kirkwood, Missouri is hereby accepted and approved.

SECTION 2. The Mayor is hereby authorized and directed to enter into a contract with J.E. Foster Building Company in the amount not to exceed of \$7,999,999 (which includes a 9.2% contingency of \$673,999) for renovations to the new Public Works building at 545 Leffingwell Avenue, Kirkwood, Missouri.

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

PASSED AND APPROVED THIS 4<sup>TH</sup> DAY OF FEBRUARY 2026.

---

Mayor, City of Kirkwood

ATTEST:

---

City Clerk

# Legislation Request

**Request Type \***

- Resolution
- Ordinance

**Place on the Agenda of:**

2026-06-04

**Step 1:****Strategic Plan**

- Yes
- No

**Goal # & Title**

Goal 1: Economic Vitality and Goal 3: Quality of Life

**Background To Issue:**

The Public Works Renovation Project includes improvements to the site and building in order to move Water, Sanitation, Electric, Fleet, Facilities, Procurement, and Forestry from the 345 and 351 Fillmore and 212 S Taylor to 545 Leffingwell Avenue. Improvements include limited renovation work to the first and 2nd floors of the main office, major renovation to the north office area for the water department, trench drains, new HVAC equipment, new building electrical components, new exhaust system, a vehicle wash bay utilizing the existing ancillary building, and a new roof on the south half of the warehouse space. The majority of the warehouse space will be utilized for interior storage of large city public services trucks and equipment, as well as space for the fleet department mechanics bays. Also, a new public recycling drop off area will be constructed as well as a new salt storage structure for the street department. Bid Advertisements for construction of the project were sent to contractors through the Procurement Department.

**Recommendations and Action Requested**

It is recommended that the City Council accept the bid submitted by J.E. Foster Building Company for construction services in the amount not to exceed \$7,999,999.00, which includes a 9.2% contingency of \$673,999.00, contingent on the budget amendment.

**Alternatives Available:****Does this project have a public information component?**

- Yes
- No

**Cost:**

\$7,999,999.00

**Account Number**

301-05-070-000-000-620020

**Account Name**

Building &amp; Site Improvements

**Project Number****Budgeted:**

- Yes
- No

**Amount**

\$8,000,000.00

**Department Head Comments:**

Funds are to come from an amended budget.

**By:**

Christopher Krueger

**Date**

2026-05-11

**Authenticated:**

KIRKWOODMO\kruegeca

Send Directly to City Clerk

You can attach up to 3 files along with this request

**Step #2: if request involves approval of bids, contracts, proposals, purchases, etc. (Must have Purchasing Directors Approval)**

- Approve  
 Disapprove

**Purchasing Director's Comments**

By:	Date	Authenticated:
<input type="radio"/> Sara Foan-Noory	2026-05-26	KIRKWOODMO\shellers
<input checked="" type="radio"/> Rachel Shelley		

You can attach up to 3 files along with this request

14144 - Signed Resolution Letter.pdf

117.67KB

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

- Budgetary Approval  
 Appropriation  
 Transfer of Funds

**Finance Director's Comments**

Budgetary appropriation is available and sufficient for \$7,999,999.99 in account 301-05-070-000-000-620020 Buildings & Site Improvements to approve the above as requested contingent on budget amendment approval.

By:	Date	Authenticated:
<input checked="" type="radio"/> Mary Sprung	2026-05-26	KIRKWOODMO\sprungmj
<input type="radio"/> Jennifer Forgy		

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

- Approve  
 Disapprove

**Chief Administrative Officer Comments:**

By: 

Date: 5/28/2026

May 26, 2026

To: David Weidler, Interim Chief Administrative Officer

**For Your Consideration:** New Public Works Building Renovations – 14144

Bid requests were sent to suppliers through our eProcurement system. Sealed bids were opened on April 28, 2026. Bid tabulation is as follows:

<u>Vendor</u>	<u>Total Base Bid</u>
Hankins Construction Company	\$7,230,100
J.E. Foster Building Company	\$7,326,000
LCS, LLC.	\$7,510,388
United Construction ENT. Co of St. Louis	\$7,543,700
ICS Construction Service, LTD.	\$7,569,500
Integrate Construction Partners (Lawrence Group Projects)	\$7,591,953
K&S Associates, Inc.	\$7,611,900
Wright Construction Services	\$7,638,328
Middendorf and Ruess Construction Inc.	\$8,280,321

The bids were provided to Chris Krueger, Public Services Director, for review. It is recommended that the bid be awarded to J.E. Foster Building Company, as their bid of \$7,326,000 is the lowest responsive and responsible bid meeting specifications and they have specified work will be completed in nine months instead of the full year that was given.

Attached is a request from Chris Krueger for a resolution authorizing a contract be issued to J.E. Foster Building Company, in the amount of \$7,326,000, with a 9.2% contingency of \$673,999 for a total not to exceed value of \$7,999,999 for the New Public Works Building Renovations.

Respectfully,

*Rachel Shelley*

Rachel Shelley  
Assistant Procurement Director

RESOLUTION 50-2026

A RESOLUTION AUTHORIZING THE CITY OF KIRKWOOD TO PROVIDE INSURANCE COVERAGE FOR LIABILITY AND WORKERS' COMPENSATION AT AN ANNUAL COST OF \$833,166, EFFECTIVE JUNE 1, 2026 THROUGH MAY 31, 2027.

WHEREAS, the City of Kirkwood's insurance agent of record, A.J. Gallagher Risk Management Services, Inc. has provided a summary of insurance renewal quotes and recommendations (attached hereto and incorporated by reference herein), and

WHEREAS, funds are available in various City expenditure accounts and the Workers Compensation Fund for the Workers Compensation portion, and

WHEREAS, staff recommends acceptance of Gallagher's recommendations as attached, and

WHEREAS, funds are available in various operating accounts.

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

SECTION 1. The City of Kirkwood is hereby authorized to retain insurance coverage for Liability and Workers' Compensation for the next twelve months at a cost of \$833,166 as detailed in the attached summary of insurance renewal quotes and recommendations effective June 1, 2026 through May 31, 2027.

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

PASSED AND APPROVED THIS 4<sup>TH</sup> DAY OF JUNE 2026.

---

Mayor, City of Kirkwood

ATTEST:

---

City Clerk

# Legislation Request

**Request Type \***

- Resolution
- Ordinance

**Place on the Agenda of:**

2026-06-04

**Step 1:****Strategic Plan**

- Yes
- No

**Goal # & Title****Background To Issue:**

Annually the City works with AJ Gallagher, our brokerage firm, to obtain liability and workers' compensation insurance coverage. Attached is the recommendation for coverage.

**Recommendations and Action Requested**

The City is recommending the acceptance of the proposed rates provided by AJ Gallagher for liability and workers' compensation coverage, maintaining the City's current coverage levels until May 31, 2027. The premium is consistent with the City's anticipated expense budgeted for this fiscal year.

**Alternatives Available:****Does this project have a public information component?**

- Yes
- No

**Cost:**

\$833,166.00

**Account Number****Account Name**

Various

**Project Number****Budgeted:**

- Yes
- No

**Amount**

\$1,079,570.00

**Department Head Comments:****By:**

David Weidler

**Date**

2026-05-27

**Authenticated:**

KIRKWOODMO\Weidledc

- Send Directly to City Clerk

You can attach up to 3 files along with this request

**Step #2: if request involves approval of bids, contracts, proposals, purchases, etc. (Must have Purchasing Directors Approval)**

- Approve
- Disapprove

**Purchasing Director's Comments**

<b>By:</b>	<b>Date</b>	<b>Authenticated:</b>
<input type="radio"/> Sara Foan-Noory	2026-05-27	KIRKWOODMO\shellers
<input checked="" type="radio"/> Rachel Shelley		

You can attach up to 3 files along with this request

12743 Signed Resolution Letter.pdf	108.31KB
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**Step #3: if budgetary approval is required (Must have Finance Department's approval)**

- Budgetary Approval
- Appropriation
- Transfer of Funds

**Finance Director's Comments**

Budgetary appropriation is available and sufficient in various accounts for \$833,166 to be approved as requested.

<b>By:</b>	<b>Date</b>	<b>Authenticated:</b>
<input checked="" type="radio"/> Mary Sprung	2026-05-27	KIRKWOODMO\sprungmj
<input type="radio"/> Jennifer Forgy		

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

- Approve
- Disapprove

**Chief Administrative Officer Comments:**

<b>By:</b>	<b>Date:</b>
	5/28/2026

# City of Kirkwood

Recommended Insurance Program - June 1, 2026 - June 1, 2027

Line of Coverage	Policy Term	Insurer	Deductible/Retention	Limit	2025 Expiring Annual Premium	2026 Proposed Annual Premium	\$ Increase/ (Decrease)	% Increase/ (Decrease)
Property	6-1-26/27	Chubb	\$25,000 per occurrence, except: 1% wind/hail (minimum \$25,000) \$50,000 earthquake \$100,000 flood at most locations \$500,000 flood at 30 high hazard locations	\$110,469,067 per occurrence, except: \$15,000,000 earthquake \$10,000,000 flood \$1,000,000 flood for 33 high hazard locations	\$192,764	\$183,200	(\$9,564)	-5.0%
Liability Package General Automobile Law Enforcement Public Officials	6-1-26/27	Travelers	\$100,000 per occurrence \$25,000 auto physical damage \$650,000 annual loss fund	\$5,000,000 per occurrence \$6,000,000 annual aggregate	\$312,558	\$380,709	\$68,151	21.8%
Crime	6-1-26/27	Chubb	\$25,000 per loss	\$500,000 employee theft, money & securities, transit, forgery, computer fraud, funds transfer fraud, and money orders & counterfeit fraud \$50,000 social engineering fraud & claim/computer investigation expenses	\$3,681	\$3,681	\$0	0.0%
Cyber	6-1-26/27	Resilience/ Homeland	\$50,000 Retention	\$1,000,000 per claim \$1,000,000 annual aggregate	\$39,500	\$39,500	\$0	0.0%
Excess Workers' Compensation	6-1-26/27	Midwest Employers	\$750,000 per occurrence	Statutory \$1,000,000 employer's liability	\$187,365	\$187,365	\$0	0.0%
Fiduciary Liability	6-1-26/27	Chubb	\$10,000 each claim	\$5,000,000 each claim and annual aggregate	\$20,992	\$20,992	\$0	0.0%
Environmental	6-1-26/27	Chubb	\$50,000 per pollution condition or indoor environmental condition	\$2,000,000 per occurrence \$2,000,000 annual aggregate	\$17,371	\$17,719	\$348	2.0%
					<b>\$774,231</b>	<b>\$833,166</b>	<b>\$58,935</b>	<b>7.6%</b>

May 27, 2026

To: David Weidler, Interim Chief Administrative Officer

**For Your Consideration: Insurance Coverage, RFP # 12743**

The City of Kirkwood has been under contract with our current insurance broker, A.J. Gallagher, since September of 2018.

Acceptance of A.J. Gallagher's proposals will maintain the City's liability and worker's compensation coverage through May 31, 2027 and the premium is consistent with the City's anticipated budget for the current fiscal year.

Attached is a request from David Weidler, Assistant Chief Administrative Officer, for a resolution authorizing the acceptance of A.J. Gallagher's proposal in the amount of \$833,166.00 for liability and workers' compensation coverage.

Respectfully,

*Rachel Shelley*

Rachel Shelley  
Assistant Procurement Director

RESOLUTION 51-2026

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AMENDED CONTRACT WITH THE ST. LOUIS COUNTY JUSTICE CENTER TO PROVIDE DETENTION SERVICES FOR INMATES SENTENCED TO JAIL TIME BY THE KIRKWOOD MUNICIPAL COURT.

WHEREAS, the City of Kirkwood has previously entered into a contract with the St. Louis County Justice Center to provide detention services for inmates sentenced to jail time by the Kirkwood Municipal Court, and

WHEREAS, on December 16, 2025, the St. Louis County Council issued an order increasing the per diem rate for the housing of inmates at the Buzz Westfall Justice Center, and

WHEREAS, this increase requires an amendment to the existing contract with the City of Kirkwood, and

WHEREAS, the St. Louis County Justice Department has provided an amended contract (a copy of which is attached hereto and incorporated by reference herein).

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

SECTION 1. The Mayor is hereby authorized to enter into an amended contract with the St. Louis County Justice Center to provide detention services for inmates sentenced to jail time by the Kirkwood Municipal Court.

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

PASSED AND APPROVED THIS 4<sup>TH</sup> DAY OF JUNE 2026.

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

ATTEST:

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

# Legislation Request

**Request Type \***

- Resolution
- Ordinance

**Place on the Agenda of:**

2026-06-04

**Step 1:****Strategic Plan**

Yes

No

**Goal # & Title****Background To Issue:**

The City of Kirkwood has previously entered into a contract with the St. Louis County Justice Center to provide detention services for inmates sentenced to jail time by the Kirkwood Municipal Court. On December 16, 2025, the St. Louis County Council issued an order increasing the per diem rate for the housing of inmates at the Buzz Westfall Justice Center. This increase requires an amendment to the existing contract with the City of Kirkwood.

**Recommendations and Action Requested**

Approve a contract amendment with the St. Louis County Justice Center.

**Alternatives Available:****Does this project have a public information component?**

Yes

No

**Cost:**

\$0.00

**Account Number**

000-00-000-000-000-000000

**Account Name****Project Number****Budgeted:**

Yes

No

**Amount**

-\$1.00

**Department Head Comments:****By:**

Laurie Asche

**Date**

2026-05-28

**Authenticated:**

KIRKWOODMO\Aschelb

Send Directly to City Clerk

You can attach up to 3 files along with this request

**Step #2: if request involves approval of bids, contracts, proposals, purchases, etc. (Must have Purchasing Directors Approval)**

- Approve
- Disapprove

**Purchasing Director's Comments**

**By:** \_\_\_\_\_ **Date** \_\_\_\_\_ **Authenticated:** \_\_\_\_\_  
 Sara Foan-Noory  
 Rachel Shelley

You can attach up to 3 files along with this request

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

- Budgetary Approval
- Appropriation
- Transfer of Funds

**Finance Director's Comments**

**By:** \_\_\_\_\_ **Date** \_\_\_\_\_ **Authenticated:** \_\_\_\_\_  
 Mary Sprung  
 Jennifer Forgy

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

- Approve
- Disapprove

**Chief Administrative Officer Comments:**

**By:**  **Date** 5/28/2026

**Amendment**

This Amendment (“Amendment”) is by and between the City of Kirkwood (“Municipality”), and St. Louis County (the “County”).

WHEREAS the County and Municipality are parties to a contract dated executed February 3, 2005, as amended (“Contract”); and

WHEREAS County and Municipality desire to further amend the Contract; and

WHEREAS, by Order dated December 16, 2025, the County Council authorized the application of the daily rate change addressed in this Amendment; and

WHEREAS, Section 606.115 SLCRO authorizes the County Executive to execute this Amendment on behalf of County; and

WHEREAS Ordinance/Resolution \_\_\_\_\_ authorizes Municipality to execute this Amendment;

NOW, THEREFORE, in consideration of the promises and agreements hereinafter set forth, the parties agree as follows:

1. Section 3.1 of the Contract is hereby deleted and the following new Section 3.1 is inserted in its place:

3. COST OF DETENTION

- 3.1. Municipality shall reimburse County seventy – five dollars (\$75.00) per each twenty-four (24) hour period, or portion thereof, in which an inmate is in the custody of the County Department of Justice Services.

2. All other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, County and Municipality have signed this Amendment as of the later of the dates below written.

City of Kirkwood

By \_\_\_\_\_

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

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

I, \_\_\_\_\_, affirm that I am the \_\_\_\_\_ of the City of Kirkwood and that I signed this Amendment on behalf of said Municipality. I acknowledge this Amendment to be the free act and deed of said Municipality.

St. Louis County, Missouri

\_\_\_\_\_  
County Executive

Date Executed by County: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Administrative Director

Approved:

\_\_\_\_\_  
Director of Justice Services

Approved as to legal form:

\_\_\_\_\_  
St. Louis County Counselor

Approved:

\_\_\_\_\_  
Accounting Officer

Legal Review: \_\_\_\_\_

CE Review: \_\_\_\_\_

12/16/2025

BEFORE THE COUNTY COUNCIL OF ST. LOUIS COUNTY, MISSOURI

In the Matter of Per Diem Rates        )  
for the Housing of Inmates at         )  
the Buzz Westfall Justice Center.     )

**O R D E R**

Now on this 16th day of December 2025, the County Council of St. Louis County, Missouri, does find as follows:

WHEREAS, the County Executive is authorized by Section 606.115 SLCRO 1974 as amended to enter into contracts with the City of St Louis, any St Louis County municipality, the United States or any agency thereof, the State of Missouri, or any Missouri county, for the housing of inmates at the St Louis County Justice Center at rates which shall be approved by order of the Council;

NOW, THEREFORE,

UPON MOTION MADE, SECONDED AND CARRIED, IT IS HEREBY ORDERED BY THE COUNTY COUNCIL OF ST LOUIS COUNTY, MISSOURI:

SECTION 1. The per diem rate for St Louis County municipality inmates housed for general detention at the St Louis County Justice Center shall be \$ 75.00 effective January 1, 2026. All other fees and per diem rates pertaining to the housing of non-County inmates, including any rate for non-County inmates detained in the infirmary, shall remain unchanged.

RITA HEARD DAYS  
CHAIR, COUNTY COUNCIL

ATTEST: DIANN L. VALENTI  
ADMINISTRATIVE DIRECTOR

APPROVED AS TO LEGAL FORM:

MARY ELIZABETH DORSEY  
COUNCIL ATTORNEY

## CONTRACT FOR HOUSING OF MUNICIPAL INMATES

THIS CONTRACT, entered into this 3RD. day of FEBRUARY, 2005, by and between St. Louis County, Missouri, 41 South Central, Clayton, Missouri 63105 ("County") and THE CITY OF KIRKWOOD, MISSOURI ("Municipality").

WITNESS:

WHEREAS, construction of the St. Louis County Justice Center ("Justice Center") has provided County with sufficient detention capacity to house, in addition to those for whom St. Louis County may be responsible by law, up to fifty inmates ("non-County inmates"); and

WHEREAS, Municipality desires to have inmates housed at Justice Center on its behalf, and St. Louis County desires to accept such inmates; and

WHEREAS, this contract is authorized by County Ordinance No. 18,915 and Municipality Ordinance/Resolution No. 8-2005;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

### 1. PROCEDURE FOR ACCEPTANCE OF MUNICIPALITY INMATES

1.1 County shall accept and house at Justice Center those inmates detained under Municipality's authority who are:

(A) committed to County's custody by an order issued by Municipality's judge in substantially the same form as the document attached hereto as "Exhibit A"; or

(B) for whom an arrest warrant has been authorized, either in writing or by telephone; provided, however, that if the total number of non-County inmates exceeds fifty (50) and the Director of Justice Services determines that no additional space is available, then County may decline to accept inmates on behalf of Municipality.

1.2. Available bed space will be allocated among County municipalities on a first-come, first-served basis. Municipality shall contact the Municipal Court liaison at 615-5761 to verify arrival date and time for any inmates who are scheduled to turn themselves in without being accompanied by a Municipal police officer.

1.3. Municipality shall arrange for the inmate's transportation to the Justice Center. In the event the Municipality inmate is to present himself for detention without a law enforcement escort, Municipality shall arrange for the inmate to present himself at the Justice Center Bonding Window at one of the designated times approved by Justice Services; inmates who are to serve weekend commitments shall present themselves on Friday evenings and shall be released at the same hour of the day on the following Sunday. A Municipality inmate shall not be deemed to be in County's custody unless and until such time as:

(A) The inmate is delivered by Municipality to the Justice Center Intake Service or presents himself at the Justice Center Bonding Window; and

(B) A certified copy of the Municipality judge's order of commitment or a certified copy of the arrest warrant is delivered to County along with the inmate (a municipal summons or citation will not be sufficient); and

(C) A completed Field Booking Form is delivered to County along with the inmate; and

(D) The inmate either is found by a County-employed registered nurse not to require a medical "fit for confinement" determination OR presents a current medical "fit for confinement" determination from a local hospital.

1.4. If an inmate turns himself in and needs a fit for confinement per the medical staff, the inmate will be released and the Municipality will be notified. If an inmate is delivered by Municipality and is determined by medical staff to require a fit for confinement, the inmate will be seen by a doctor from the Department of Health if available; otherwise, it shall be the

responsibility and expense of Municipality to secure a fit for confinement from a local hospital prior to acceptance of the inmate for confinement. Questions concerning the need for a fit for confinement determination may be directed to County's Intake Facility nurse at 615-5703.

1.5. Municipality inmates shall be processed into the Justice Center in accordance with procedures established by County's Department of Justice Services, and shall be subject to the same rules and regulations as are County inmates. Sentenced Municipality inmates will be required to participate in all court-ordered programs and inmate work programs.

1.6 Sentenced municipal inmates may be housed at the Work Release Center, which is across the street from the main Justice Center building. These individuals would not be on the Work Release program, but they may be assigned to supervised work details outside of the confinement facility. Municipal inmates housed on a pre-trial basis will be housed at the Justice Center.

## 2. HEALTH CARE OF MUNICIPALITY INMATES

2.1. Basic and emergency health care will be provided to all Municipality inmates, at no cost to Municipality, in accordance with the County's Department of Justice Services Inmate Medical Fee Policy. Inmates may be charged co-payments for certain basic medical costs. Municipality shall be responsible for the cost of extraordinary medical costs, such as ambulance costs, non-routine medication costs, and transportation of inmates to clinic appointments (such as dialysis).

2.2. In the event County determines that infirmity care or hospitalization will be required for a Municipality inmate, all expenses incurred for the inmate's continued medical care shall become Municipality's responsibility; however, by signing this contract Municipality authorizes the release of Municipal inmates rather than becoming responsible for the cost of infirmity care or hospitalization; except, however, that if Municipality wishes for a particular inmate to be held

despite the need for infirmiry or hospital care, Municipality shall so indicate in writing on the warrant at the time of booking. If an inmate is released under this provision, Municipality will be notified and the inmate shall be instructed to contact Municipality as to the next court appearance, if any. If an inmate cannot be released immediately from the infirmiry due to the inmate's mental condition, the Municipality will incur the costs of the infirmiry until the inmate can be released.

2.3. Notwithstanding the provisions of Paragraph 2.2., acceptance and housing of Municipality inmates who require infirmiry or other extraordinary medical care shall be at County's sole discretion. Bed space in the Justice Center infirmiry will be made available to non-County inmates separate from the minimum number of beds referenced in Paragraph 1.1.

### 3. COST OF DETENTION

3.1. Municipality shall reimburse County Thirty Dollars (\$30.00) per each twenty-four hour period, or portion thereof, in which an inmate is in the custody of the Department of Justice Services.

3.2. If Municipality desires to house at Justice Center an inmate determined by County to required infirmiry care, Municipality shall pay Three Hundred Dollars (\$300.00) per day rather than the Thirty Dollar (\$30.00) amount set forth in Paragraph 3.1. Payment of this per diem charge shall not relieve Municipality from responsibility for additional extraordinary medical costs incurred on the inmate's behalf but shall only constitute payment for infirmiry and non-medical care and housing.

### 4. RELEASE OF INMATES

4.1. County shall discharge a Municipality inmate from confinement at the Justice Center as follows:

(A) Upon personal or facsimile delivery to the bonding clerk of an order from

Municipality's judge directing the inmate's release, which order shall be confirmed by telephone call to Municipality at 822-5840; or

(B) Upon personal or facsimile delivery to the bonding clerk of a copy of the inmate's bond, which shall be confirmed by telephone call to Municipality at 822-5840; or

(C) Upon personal delivery to the bonding clerk of a request for release by a Municipality law enforcement officer, which request shall be in substantially the same form as the form attached hereto as "Exhibit B" and shall follow a minimum two-hour notice to the Municipal Court liaison at 615-5761; or

(D) Upon expiration of sentence or payment of outstanding bonds and/or fines. All bonds and fines will be processed at the individual municipality. Once the bond or fine has been processed, the municipality should then contact the Bonding Clerks by sending a teletype authorizing the release of the inmate.

4.2. If a felony warrant is issued on an inmate being housed on a municipal warrant/commitment, the felony warrant will then take precedence, and the municipality will no longer be able to transport the inmate to municipal court. The Justice Services billing clerk will then advise the municipality that it will no longer be charged the \$30 per diem rate. The clerk will further advise the municipality to withdraw its warrant and to reissue an additional warrant. A municipal hold will, therefore, be in effect and the municipal warrant will be activated upon the disposition of the felony case. At that point, the \$30 per diem rate will again be in effect.

## 5. NOTICE TO PARTIES

5.1 Questions which arise concerning the contract or procedures to be followed may be addressed informally by calling County's Municipal Court liaison at 615-5761.

5.2. When notice is required from one party to another, notice shall be deemed adequate if made in writing and mailed or faxed as follows:

To County:

Asst. Director of Justice Services  
St. Louis County Justice Center  
100 South Central  
Clayton, MO 63105  
Fax: (314) 615-4329

To Municipality:

CHIEF JACK PLUMMER

KIRKWOOD POLICE DEPARTMENT

131 W. MADISON 63122

Fax: 984-5917

6. TERMINATION OF CONTRACT

6.1 Either party may terminate this contract upon thirty days written notice to the other party.

WHEREFORE, the parties have executed this Contract in duplicate the day and year first above-written.

Attest:

*Betty Williams, cmc/mcc*  
CITY CLERK

MUNICIPALITY

By *[Signature]*

MAYOR

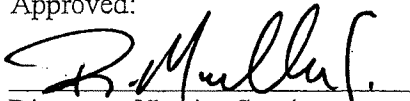
Attest:

*[Signature]*  
Deputy Administrative Director


COUNTY

By *[Signature]*  
County Executive

Approved:

  
Director of Justice Services

Approved:

  
Accounting Officer

Approved as to legal form:

  
County Counselor

MUNICIPAL COURT OF \_\_\_\_\_, MISSOURI

\_\_\_\_\_)  
(Municipality) )  
)  
vs. ) No. \_\_\_\_\_  
)  
)  
\_\_\_\_\_)  
(Defendant) )

SENTENCE--JUDGMENT--COMMITMENT

Defendant appears in person and by attorney \_\_\_\_\_

Municipality appears by attorney \_\_\_\_\_

Defendant having on \_\_\_\_\_ ( ) been found guilty of  
( ) entered a plea of guilty to  
the offense(s) of \_\_\_\_\_, committed  
on \_\_\_\_\_, in violation of \_\_\_\_\_

NOW, THEREFORE,

- ( ) Defendant is sentenced to pay a fine of \$ \_\_\_\_\_
- ( ) Defendant is sentenced to serve a term of imprisonment of \_\_\_\_\_  
in the custody of the St. Louis County Department of Justice Services.
- ( ) Imposition / Execution of fine / jail sentence is suspended, and Defendant is placed on  
probation for \_\_\_\_\_ with special conditions per the attached.
- ( ) Defendant is ordered to pay court costs as a condition of probation and is granted until  
\_\_\_\_\_ to pay said costs.

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

\_\_\_\_\_) (Defendant)  
Prosecuting Attorney \_\_\_\_\_ (Attorney for Defendant)  
\_\_\_\_\_)  
SO ORDERED: \_\_\_\_\_ (Judge)


RELEASE OF INMATE FOR COURT

The undersigned, a law enforcement officer for \_\_\_\_\_,  
Missouri ("Municipality"), requests that Municipality inmate \_\_\_\_\_  
be released from the St. Louis County Justice Center for transportation to Municipality court. The  
undersigned acknowledges on behalf of Municipality that said inmate is being released from  
custody of the St. Louis County Department of Justice Services and that if the inmate is sentenced  
to additional time, re-booking will be required.

\_\_\_\_\_

EXHIBIT B

<b>Index:</b>	1282763	<b>Date Logged:</b>	2005-02-24 12:23:45
<b>Contract Control #:</b>	30809	<b>Contractor Name:</b>	CITY OF KIRKWOOD
<b>Description:</b>	HOUSING OF MUNICIPAL INMATES	<b>Department #:</b>	
<b>Procurement #:</b>		<b>Change Order Procurement #:</b>	
<b>Start Date:</b>		<b>Stop Date:</b>	
<b>Renewal Option Date:</b>		<b>Contract Amount:</b>	
<b>Issuing Department Name:</b>	COUNTY COUNSELOR	<b>User Department:</b>	JUSTICE SERVICES
<b>Ordinance #:</b>		<b>Fund:</b>	
<b>Organization:</b>		<b>Account:</b>	
<b>Task:</b>		<b>Option:</b>	
<b>Subprogram:</b>		<b>Purchase Order #:</b>	
<b>Vendor #:</b>		<b>Remarks:</b>	CASSANDRA JOHNSON, ASSISTANT COUNTY COUNSELOR

Step	Task	Assigned To	Status	Status Date	Comments	Priority
1	Contract Entry	County Counselor	SCHEDULED	2005-02-24 12:24:46		Medium
2	County Counselor Review	County Counselor	PENDING	2-24-05		Medium
3	Contract Received	Fiscal Management	PENDING	2/25/05	<i>Bm</i>	Medium
4	Encumb Review	Fiscal Management Encumb	PENDING	3/3/05	<i>Shane</i>	Medium
5	Accounting Officer Approval	Fiscal Management	PENDING	03/03/05		Medium
6	County Executive Signature	County Executive	PENDING	3-4-05	<i>KMCW</i>	Medium
7	Final Review / Distribution	County Counselor	PENDING	3-7-05	<i>Shh</i>	Medium
8	Scanned & Filed	County Clerk	PENDING	3-8-05		Medium

RESOLUTION 52-2026

A RESOLUTION AUTHORIZING THE INTERIM CHIEF ADMINISTRATIVE OFFICER TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE LOCAL UNION NO. 2665 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS EFFECTIVE JUNE 4, 2026 THROUGH DECEMBER 31, 2028.

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 Interim 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 Interim 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 June 4, 2026 through December 31, 2028.

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

PASSED AND APPROVED THIS 4<sup>TH</sup> DAY OF JUNE 2026.

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

ATTEST:

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

# Legislation Request

**Request Type \***

- Resolution
- Ordinance

**Place on the Agenda of:**

2026-06-04

**Step 1:****Strategic Plan**

- Yes
- No

**Goal # & Title**

2.1.A. Attract and retain top municipal employees through competitive pay and benefits

**Background To Issue:**

The City and the bargaining unit of International Association of Firefighters, after lengthy negotiation, have come to an agreement in relation to accepting a Collective Bargaining Agreement (CBA). This CBA would be in effect June 4, 2026 through December 31, 2028. The purpose of this CBA is to achieve and maintain harmonious relations between 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 Interim Chief Administrative Officer to sign the agreement. The agreement would be in effect through December 31, 2028.

**Alternatives Available:****Does this project have a public information component?**

- Yes
- No

**Cost:**

\$0.00

**Account Number****Account Name**

Various

**Project Number****Budgeted:****Amount**

- Yes
- No

**Department Head Comments:****By:**

David Weidler

**Date**

2026-05-29

**Authenticated:**

KIRKWOODMOWeidledc

Send Directly to City Clerk

You can attach up to 3 files along with this request

**Step #2: if request involves approval of bids, contracts, proposals, purchases, etc. (Must have Purchasing Directors Approval)**

- Approve
- Disapprove

**Purchasing Director's Comments**

**By:** **Date** **Authenticated:**

- Sara Foan-Noory
- Rachel Shelley

You can attach up to 3 files along with this request

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

- Budgetary Approval
- Appropriation
- Transfer of Funds

**Finance Director's Comments**

**By:** **Date** **Authenticated:**

- Mary Sprung
- Jennifer Forgy

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

- Approve
- Disapprove

**Chief Administrative Officer Comments:**

**By:** 

**Date** 9/29/2026

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF KIRKWOOD

AND

LOCAL 2665 OF THE  
INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS

Effective June 4, 2026 through Decmber 31, 2028

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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 Captain, 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 January 12, 2026. 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	4 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 \$800 in fiscal year 2026/27. 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 - \$2,200. The maximum number of Technicians that will receive such Certification fringe benefit is set at 15 employees.

Fire Investigator level Certification - \$1,200. The maximum number of Fire Investigators that will receive such Certification fringe benefit is set at 6 employees.

Article 2.13

**FIRE ENGINEER AND CAPTAIN PARAMEDIC LICENSE FRINGE BENEFIT**

Fire Engineers and Captains who are required by Article 4.11 to retain their State Paramedic License and the current Captain/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 \$2.50 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. Accordingly, corrective actions, including any discharge, shall be promptly administered, documented, appropriate to the infraction committed, as determined by the City,

and shall never be on account of political considerations, personal bias or any factor prohibited by law. Investigations into an allegation of misconduct or any complaint against an employee shall be timely, fair and impartial. The City shall provide notice to the Union Shop Steward of a corrective or disciplinary action issued to a bargaining unit employee within three (3) working days of its issuance. In addition to any grievance or complaint rights set forth herein, employees may submit a written response to any disciplinary action, which response shall be maintained in the employee's personnel file.

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 90 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 Friday. Normal work hours shall commence at 0800 and continue until 1200 hours Saturday, Sunday and on holidays. 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 on Monday through Friday and by 12:00 hours on Saturday, Sunday and holidays:

- 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 and Captains that are Licensed Paramedics and receive the Fire Engineer and Captain 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 May 1, 2029. 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

CITY OF KIRKWOOD

By: \_\_\_\_\_  
Nicholas Stremmlau  
Shop Steward

By: \_\_\_\_\_  
David Weidler  
Assistant Chief Administrative Officer

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

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

By: \_\_\_\_\_  
John Duffy  
Business Manager

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: \_\_\_\_\_

**Laurie Asche**

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**Subject:** RE: Temporary Outdoor Variance App: Radiant City Church

**From:** Spencer Hackert

**Sent:** Wednesday, May 27, 2026 9:06 PM

**To:** Amy G. Lowry <[lowryag@kirkwoodmo.org](mailto:lowryag@kirkwoodmo.org)>; Jonathan D. Raiche <[raichejd@kirkwoodmo.org](mailto:raichejd@kirkwoodmo.org)>

**Subject:** Temporary Outdoor Variance App: Radiant City Church

Caution! This message was sent from outside your organization.

Hello Amy and Jonathan,

Attached to this email is the application for a temporary outdoor variance for a church event happening at *Teleo Coffee from 6:00-7:45pm on Thursday, June 18th.*

We will set up our sound equipment on the coffee shop's front porch. We will have live music and speakers.

Let me know if you have any questions or concerns.

Have a great day,

--



## APPLICATION FOR TEMPORARY OUTDOOR VARIANCE

*Application must be received by the City no less than one week prior to a regularly scheduled Council meeting. Return this completed form to Laurie Asche, City Clerk, via fax (314-822-5863) or email: [aschelb@kirkwoodmo.org](mailto:aschelb@kirkwoodmo.org)*

*A Temporary Merchant License will be required for any external vendors that will be involved in the activity. If your event will require a Temporary Merchant License, please contact the Finance Department at 314-984-6944.*

*If Possible, please sketch an approximate location of the event in relation to closest buildings.*

Business or Organization Seeking Variance:

Radiant City Church

Name of Business Owner or Manager Seeking Variance:

Spencer Hackert

Address or Location of Variance Site:

Teleo Coffee // 132 W Monroe Ave. Kirkwood, MO 63122

Description of Activity Needing Variance Including Dates and Times:

We will be doing a public event for our upcoming church plant that will be launching in September of 2026. We will set up some speakers on the front porch of Teleo for music and speaking. The music and speaking will last from 6:00-7:45pm.

The live music itself will only include a piano, guitar, and vocalists. We don't expect the music to be very loud or projecting.

Applicant's Telephone Number: 231-301-5692

Email Address, if applicable: [spencer.hackert@radiantcitystl.church](mailto:spencer.hackert@radiantcitystl.church)

If Applicant is not the Property Owner Provide Name and Contact Phone Number of Owner or Property Manager\*: Jordan Pries // (314) 609-0197

\*Approval from the Property Owner or Property Manager, prior to submittal to City of Kirkwood.

How Many Parking Spaces Will Be Affected: No Street Parking will be affected.

Signed by:

Spencer Hackert

05/27/26

Signature of Applicant  
Or Applicant's Representative

Date

# CITY OF KIRKWOOD, MISSOURI

## Liquor License Application

Submission to City Council

### SECTION 1 — LICENSE INFORMATION

<b>Business License Classification</b>	NEW LIQUOR LICENSE
<b>Business License Number</b>	FLIQ-000931-2026
<b>Business License Year</b>	2026

### SECTION 2 — BUSINESS INFORMATION

<b>Business Name (Legal)</b>	FOXES HOLDING COMPANY
<b>DBA (Doing Business As)</b>	FOX'S FINEST
<b>Business Address</b>	159 W ARGONNE DR
<b>City, State, ZIP</b>	KIRKWOOD MO 63122

### SECTION 3 — CONTACT INFORMATION

<b>Contact First Name</b>	LUKE
<b>Contact Last Name</b>	BEATTIE
<b>Contact Phone Number</b>	314-518-7761
<b>Contact Email Address</b>	<a href="mailto:lukebeattie@sbcglobal.net">lukebeattie@sbcglobal.net</a>

### SECTION 4 — LICENSE TYPE SELECTION

<b>Liquor Licenses Selected</b> <i>(e.g. Intoxicating Liquor by Drink, Excluding Sundays)</i>	Intoxicating Liquor by Drink Including Sunday Intoxicating Liquor in ORG PKG Including Sunday Beer and Wine by Drink Including Sundays
<b>Wine Tasting</b>	NO

### SECTION 5 — ADDITIONAL LICENSE INTERESTS

<b>Do you have interest in a liquor license elsewhere?</b>	NO	<b>If Yes, details:</b>	N/A
<b>If yes, where are other interests?</b>	N/A		

### SECTION 6 — LICENSE HISTORY

<b>Have you previously held a liquor license?</b>	NO	<b>If Yes, details:</b>	N/A
<b>Has your liquor license ever been suspended or revoked?</b>	NO	<b>If Yes, details:</b>	N/A

### SECTION 7 — CRIMINAL HISTORY

<b>Have you ever been convicted of a crime?</b>	NO	<b>If Yes, details:</b>	N/A
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For Office Use Only

License #: \_\_\_\_\_ Council Approval Date: \_\_\_\_\_ Approved By: \_\_\_\_\_

# STATE OF MISSOURI



**Denny Hoskins**  
**Secretary of State**

## CERTIFICATE OF ORGANIZATION

WHEREAS,

***FOXES HOLDING COMPANY, LLC***  
***LC014676128***

filed its Articles of Organization with this office on the 30th day of October, 2025, and that filing was found to conform to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, Denny Hoskins, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do certify and declare that on the 30th day of October, 2025, the above entity is a Limited Liability Company, organized in this state and entitled to any rights granted to Limited Liability Companies.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri.  
Done at the City of Jefferson, this 30th day of October, 2025.

*Denny Hoskins*  
Secretary of State

