



**NOTICE OF PUBLIC MEETING  
APRIL 1, 2024 – 7:00 P.M.  
BOARD OF ALDERMEN MEETING  
TENTATIVE AGENDA**

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- I. MEETING CALLED TO ORDER
- II. ROLL CALL
- III. APPROVAL OF AGENDA
- IV. APPROVAL OF MARCH 18, 2024 MINUTES
- V. CITIZEN COMMENTS
- VI. ORDINANCE FOR FIRST READING, SECOND READING AND FINAL APPROVAL
  - B09-24 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY OF GLENDALE, MISSOURI, A COOPERATION AGREEMENT BETWEEN THE CITIES OF KIRKWOOD AND GLENDALE, MISSOURI, RELATING TO THE USE OF THE KIRKWOOD AQUATIC CENTER AND RECREATION FACILITIES AND PARTICIPATION IN RECREATIONAL PROGRAMS
  - B10-24 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY OF GLENDALE, MISSOURI, A FACILITES USE AGREEMENT BETWEEN THE CITIES OF WEBSTER GROVES AND GLENDALE, MISSOURI, RELATING TO THE USE OF THE WEBSTER GROVES RECREATIONAL FACILITIES
- VII. RESOLUTIONS
  - R10-24 A RESOLUTION AUTHORIZING THE ENDORSEMENT OF THE CITY OF GLENDALE WITH SAINT LOUIS COUNTY’S GRANT PROGRAM FOR THE CITY’S WASTE REDUCTION EFFORTS
- VIII. REPORTS
- IX. ADJOURNMENT

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Frank Johnson  
City Administrator

Posted 5:00 P.M. March 29, 2024

**MONDAY, MARCH 18, 2024 7:00 P.M.**  
**BOARD OF ALDERMEN**  
**MINUTES**

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MAYOR MIKE WILCOX

ALDERMAN PAUL ROETTGER

ALDERMAN AARON NAUMAN

ALDERMAN LISA CAPSHAW CUSHING

ALDERMAN BERRY LANE

ALDERMAN TONY ROBERTS

ALDERMAN WHITNEY ROPER

CITY ATTORNEY, JIM HETLAGE  
CITY ADMINISTRATOR, FRANK JOHNSON  
DEPUTY CITY CLERK, JOANNE CARR

**MEETING CALLED TO ORDER**

The meeting was called to order at 7:00 PM by Mayor Wilcox.

**ROLL CALL**

Present: Alderman Roettger, Alderman Nauman, Alderman Capshaw Cushing, Alderman Lane, Alderman Roper

Absent: Alderman Roberts

Also Present: Chief Jeff Beaton, City Attorney Jim Hetlage, City Administrator Frank Johnson, Deputy City Clerk Joanne Carr, Chief Silvernail, Fire Department C Crew, Terry Jones, Superintendent of Public Works

**APPROVAL OF THE AGENDA**

Mayor Wilcox asked if there were any changes to the March 18, 2024 meeting agenda. There were none. Alderman Nauman motioned to approve the agenda. Alderman Roper seconded the motion which was unanimously approved.

**APPROVAL OF THE MINUTES FROM MARCH 4, 2024 MEETING**

Mayor Wilcox asked if there were any changes or corrections to the Board minutes from the meeting. Alderman Nauman motioned to approve the minutes from February 20, 2024. Alderman Lane seconded the motion, which was unanimously approved.

**CITIZEN COMMENTS**

None

## TREASURER'S REPORT – FEBRUARY 2024

Mr. Johnson reported that the fund balance continued to be positive, with water, gross receipts, and investments increasing. Mr. Johnson reported that the local option use tax was up for online purchases, adding that the City was on track for a \$650,000 surplus. Mr. Johnson noted that Mr. Lawrence recommended that surplus funds should be transferred to the Capital Improvement Fund.

## SWEARING IN OF OFFICER JAMES WOODSON

Mayor Wilcox swore in James Woodson and the Board welcomed the new Officer to the City of Glendale.

## APPOINTMENTS

- Laura Switzer, Plan Commission and Architectural Review Board

Alderman Lane motioned to approve the appointment of Ms. Switzer to the Plan Commission and the Architectural Review Board. Alderman Roper seconded the motion which was unanimously approved.

Ms. Switzer reported that she moved on to Alexandra in 2014, fell in love with Glendale and the neighborhood, has two boys and planned to stay in Glendale long term. Ms. Switzer stated that she worked for HOK as an architect, has been in the industry for 15 years and with HOK for 10 years. Ms. Switzer stated that she had no personal connection to any residential architecture, had be a member of a St. Louis board in the past and hoped to contribute to both boards. Ms. Switzer noted that she would be a member of the steering committee and looked forward to that opportunity. Alderman Roettger stated that he appreciated that as a community member, Ms. Switzer was joining all three boards.

- Alderman Roper, Tree Board

Alderman Nauman motioned to approve the appointment of Alderman Roper to the Tree Board. Alderman Capshaw Cushing seconded the motion which was unanimously approved.

Mayor Wilcox thanked Alderman Nauman for his years of service on the Tree Board adding that Alderman Nauman had been on the Board since its inception. Mayor Wilcox noted that the position could be rotated annually going forward.

## RESOLUTIONS

R07-24 A RESOLUTION TERMINATING THE 2023 CONTRACT WITH MCCONNELL AND ASSOCIATES AND AUTHORIZING A NEW CONTRACT WITH MCCONNELL AND ASSOCIATES FOR CRACK SEALING AND SEALCOATING OF NANCY CAROL LANE, JOANNA AVENUE, NANCY JO PLACE, CAROL ANNE PLACE,

ANDREW DRIVE, NOLAN DRIVE, NORTHVIEW COURT,  
LISA KAY DRIVE, ALBERT AVENUE, ALEXANDRA  
AVENUE, GLENWAY DRIVE, VICTORIA AVENUE, AND  
WARWICK LANE

Alderman Lane moved approval of the reading of Resolution R07-24. Alderman Roper seconded the motion.

Mayor Wilcox asked for a report.

Mr. Johnson reported that a contract was originally signed with McConnell and Associates in the Spring of 2023, for a partial number of streets scheduled for chipseal listed above, but was delayed, cancelled, and merged with this contract referenced in the Resolution. Due to the delay by McConnell and the 2024 fiscal budget, it was determined to merge the two work orders at a slightly higher price. Work will commence in July with the passage of the 2025 FY Budget.

Mayor Wilcox asked if there were any additional comments or questions. There were none.

Mayor Wilcox called for a voice vote which was unanimously approved.

R08-24 A RESOLUTION AUTHORIZING A CONTRACT WITH N.B.  
WEST CONTRACTING FOR THE APPLICATION OF  
ASPHALT LEVELING COURSES AND ULTRATHIN BONDED  
WEARING SURFACE ON VENNEMAN AVENUE FROM THE  
BROWNELL AVENUE TO EAST ESSEX AVENUE

Alderman Roper moved approval of the reading of Resolution R08-24. Alderman Lane seconded the motion.

Mayor Wilcox asked for a report.

Mr. Johnson reported that Venneman from Brownell to E. Essex would be the next set of streets scheduled for Nova Chip in 2025. The City received two bids with N. B. West Contracting offering the lowest bid.

Mayor Wilcox asked if there were any additional comments or questions. There were none.

Mayor Wilcox called for a voice vote which was unanimously approved.

R09-24 A RESOLUTION AUTHORIZING A CONTRACT WITH SPENCER  
CONTRACTING COMPANY FOR A REHABILITATION PROJECT  
ON DWYER AVENUE AND HILLARD ROAD

Alderman Lane moved approval of the reading of Resolution R09-24. Alderman Capshaw Cushing seconded the motion.

Mayor Wilcox asked for a report.

Mr. Johnson reported that following a review of the roadways, it was found that a normal Nova Chip overlay would not be sufficient for the surface of these roadways due to extensive damage. Mr. Johnson stated that it was necessary to contract for a full rehabilitation project which would be significantly more than originally budgeted. Mr. Johnson stated that the bid by Spenser Contracting was the lowest bid and would be funded with the shifting of other projects. Mr. Johnson noted that the STP for the Essex project came in at a lower cost, adding that this project would be contingent upon the approval of the upcoming Budget.

Alderman Roettger noted that this was a big project and asked if there were other streets that mirrored this road condition and noted that it was possible that the City would run into more situations like this as road rehabilitation moves towards the southern quadrant of the City. Mr. Jones noted that there would be more streets that will require a similar scale of work, adding that the City will have a full report once the Lochmueller street and sidewalk assessment is received.

Mayor Wilcox asked if there were any additional comments or questions. There were none.

Mayor Wilcox called for a voice vote which was unanimously approved.

## DISCUSSION

### SAPPINGTON RD AND CITY HALL CROSSWALK CONFIGURATION

Chief Beaton reported that he met with Mr. Jones and Mr. Scott, Lochmueller Group to discuss various projects including the crosswalk configuration on Sappington Rd. at City Hall in relation to the safety issue of a stop sign, its type and location in relation to the business neighbors across from City Hall. Chief Beaton stated that because a full signalized, pedestrian-activated stoplight could not be programmable per federal regulation, they would investigate installing a pole with an overhead mast arm with a flashing stop signal with pedestrian activation instead. This would provide greater visibility than the current configuration.

Chief Beaton also stated that they would like the Board to consider moving the crosswalk and adding the lighted overhead stop signal to the north parking lot entrance. This would create a new pedestrian crossing area, with a new crosswalk, and create a safer turning area for drivers from both Fuhrmann Terrace and the north parking lot onto Sappington Road.

Chief Beaton stated that another idea would be to install a stop signal that would only be activated when pedestrians were in the crosswalk adding that traffic would pass and only stop when activated by pedestrians adding that the current stop sign creates a bottleneck at Fuhrmann Terrace and the North parking lot. Chief Beaton stated that the current flashing

light was a good addition at the current crosswalk but noted that the department finds that many drivers do not stop regardless of the lights.

Alderman Roettger stated that protection for the pedestrians was necessary and asked if there was any reason for concern if the self-push pedestrian crossing retrains drivers to think there is no stop sign. Alderman Roettger noted that the crosswalk could become more dangerous. Mr. Jones stated that this would be a full stop and it would be safer than what was on Kirkham. Alderman Nauman noted that the stop mechanism would be similar to the device located at Kaiser school adding that it was hard to miss. Alderman Roettger stated that he may support moving it closer to Fuhrmann Terrace and will try to picture it in practice.

It was noted that it was necessary to have a stop sign between North Glendale Elementary School and Hanneke's Grocery. Alderman Capshaw Cushing stated that the intersection at Hawbrook and Sappington road could be dangerous in light of the children gathering at the grocery store. It was also noted that the partly staggered intersection adds to the problems and that a border of planters could assist in adding safety at the intersection.

Alderman Lane stated that the crosswalk needed to be moved to the parking lot. Mr. Jones stated that the system being selected can be programable to keep the flashing red. It was noted that both stop signs at Hanneke's and City Hall could use flashing red stops. Alderman Nauman noted that it would be abrupt but liked the full stop sign. Mayor Wilcox stated that he liked the redundancy of stopping for safety on Sappington Road adding that it created a small town feel and accommodated many pedestrians walking in the neighborhoods. Alderman Roper stated that programable stop was a sound idea adding the location of its positioning would need to be discussed. Mr. Jones stated that a new one would be moved to the north near the parking lot adding that the plans were 2 years out. Mr. Jones stated that the crosswalk would also be moved which would match the concrete stamped effect on Kirkham.

## SPECIAL USE PERMIT ENFORCEMENT

Mr. Johnson reported that this discussion was recommended by Alderman Nauman and noted that there were 11 active Special Use Permits with businesses in Glendale with some conditions set by legislation. Mr. Johnson stated that the SUP was generally specific to the use of the establishment and noted that in highlighting the issue of enforcement, it cut across city departments, the zoning code and engineering requirements, which presents challenges in enforcement.

Mr. Johnson reported that with the enhancement of the Code Enforcement Department, the emphasis of code enforcement has been placed on the residential side, adding that there have been good solutions. Mr. Johnson noted that code enforcement should look at both the residential zones along with the commercial zones and asked if the CED could begin looking at the commercial side. Mr. Johnson stated that it is not known how many businesses are out of compliance. Chief Beaton stated that the CED was more robust than in the past adding that the Code Enforcement Officer Slaughter has a way of gaining compliance adding that the Police

Department had not been involved in the SUP in the past. Chief Beaton stated that some of the code enforcement issues exceed the Police Department's expertise adding that in some cases an engineer would need to be called in for inspection.

Chief Beaton noted that a SUP was a contractual agreement between the city and business, adding that the Police Department would not have known the stipulations within a CUP which could exceed their expertise. Chief Beaton stated that he was not opposed to participating and agreed that code enforcement should not just be focused on residential properties. Mr. Johnson closed the discussion by noting that the department would be actively reviewing all the CUP's.

## REPORTS

### Mr. Johnson

Mr. Johnson reported that the Administration department was planning a Composting Education event scheduled for April 20th and applying for a waste diversion grant from St. Louis County. Mr. Johnsons also reported that the department was looking into a wellness grant for the Firehouse Run.

Mr. Johnson reported that the contract with Republic Services was up for renewal in December, 2024, adding there may be an increase in fees and noted that the earlier rates were based on pre-pandemic rates. Mr. Johnson reported that a proposal from Republic would be forthcoming.

Mr. Johnson reported that prompted by a request by a Glendale resident, Glendale Chrysler was asked for to do a lighting study which prompted the request for a quote. The results of the quote were cost prohibitive and added that the issue would be discussed further. Mr. Johnson reported that the car dealership added stripes to the fire lanes per the SUP but were not accurately marked. Ms. Belding advised that the corrections should be made immediately. Mr. Johnson also reported that he would follow up on the issue of adding vehicle stripping to the entire lot per the SUP.

### Alderman Roettger

None

### Alderman Roper

None

### Alderman Lane

None

### Alderman Capshaw Cushing

None

### Alderman Roberts

### Alderman Nauman

None

Jim Hetlage  
None

Mayor Wilcox

Chief Silvernail

Chief Silvernail reported that the Fire Department did a life safety check of all businesses in Glendale, looking for code violations. Chief Silvernail noted that the businesses in Glendale comply with inspections.

#### EXECUTIVE SESSION

Alderman Roettger moved to adjourn to Executive Session. Alderman Roper seconded the motion. There being no further questions or discussion, Mayor Wilcox called for a vote:

Ayes: Alderman Roettger, Alderman Nauman, Alderman Roberts  
Alderman Lane, Alderman Capshaw Cushing, Alderman Roper

Nays: None

Not Present:

#### ADJOURNMENT

Alderman Nauman moved to adjourn the meeting, seconded by Alderman Lane. The motion was unanimously approved.

These minutes are approved/amended as submitted this 1st day of April 2024.

Joanne Carr  
Deputy City Clerk

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE,  
ON BEHALF OF THE CITY OF GLENDALE, MISSOURI, A COOPERATION  
AGREEMENT BETWEEN THE CITIES OF KIRKWOOD AND GLENDALE,  
MISSOURI, RELATING TO THE USE OF THE KIRKWOOD AQUATIC CENTER  
AND RECREATION FACILITIES AND PARTICIPATION IN RECREATIONAL  
PROGRAMS

**WHEREAS**, the voters of Kirkwood approved a park sales tax, a portion of which was designated to finance the design and construction of an aquatic center facility (the “Aquatic Center”) and park sales tax funds are also used to finance the Kirkwood Parks and Recreational facilities and programs; and

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

**WHEREAS**, the voters of Glendale approved a local parks sales tax, and the residents of Glendale expressed a desire that the Aquatic Center be made available for the use and enjoyment of their residents and, in connection therewith, agreed to contribute toward the costs of developing, constructing and maintenance of the Aquatic Center, and by means of an Advisory Council’ to participate in the ongoing operation of the Aquatic Center; and

**WHEREAS**, in accordance with the applicable state statutes set forth above, Kirkwood, Glendale and the City of Oakland entered into a Cooperation Agreement as of the 24<sup>th</sup> day of September, 1998 (the “1998 Cooperation Agreement”) to set forth the terms and conditions with respect to the financing construction, ownership, operation and maintenance of the Aquatic Center; and

**WHEREAS**, Kirkwood, Glendale and Oakland amended the 1998 Cooperation Agreement several times to extend the term of such 1998 Cooperation Agreement and to address the ongoing rights and responsibilities of Kirkwood, Glendale, and Oakland, and such 1998 Cooperation Agreement, as amended, shall remain in full force and effect solely with respect to the payment obligations of Glendale and Oakland for the 2022 and 2023 swim years; and

**WHEREAS**, Kirkwood and Glendale want to enter into a new 2024 Cooperation Agreement, without the participation of Oakland, so that, in addition to the Aquatic Center, the other Kirkwood Parks and Recreational facilities and programs are made available to the residents of Glendale for their use and enjoyment at Kirkwood resident rates provided that Glendale satisfies the financial obligations set forth in such 2024 Cooperation Agreement; and

**WHEREAS**, the Advisory Council initially established under the 1998 Cooperation Agreement shall continue to function, but will not include any representative of Oakland; and

**WHEREAS**, the Board of Aldermen of the City of Glendale finds that entering into the 2024 Cooperation Agreement in substantially the form attached hereto as Exhibit A is for the best interests of the residents of the City of Glendale and the City as a whole.

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

**SECTION ONE:**

The Board of Aldermen of the City of Glendale hereby approves the 2024 Cooperation Agreement between the Cities of Kirkwood and Glendale in substantially the form attached hereto as Exhibit A for the purpose of allowing Glendale residents to utilize the Aquatic Center and other Kirkwood parks and recreation facilities and programs at Kirkwood resident rates with the City of Glendale paying to Kirkwood certain sums to offset the difference in costs for such recreational facilities and programs between the Kirkwood resident rates and non-resident rates for a period of three years.

**SECTION TWO:**

The Mayor is hereby authorized and directed, on behalf of the City, to execute the 2024 Cooperation Agreement between the Cities of Kirkwood and Glendale in substantially the form attached hereto as Exhibit A.

**SECTION THREE:**

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

Read two times and finally passed by the Board of Aldermen of the City of Glendale, Missouri, this 1<sup>st</sup> day of April, 2024.

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Michael A. Wilcox  
Mayor, City of Glendale

ATTEST:

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Frank Johnson  
City Administrator/City Clerk

## Exhibit A

### **COOPERATION AGREEMENT FOR ACCESS TO PARKS AND RECREATION FACILITIES AND PROGRAMS**

This Cooperation Agreement for access to Kirkwood's Parks and Recreational facilities and programs (the "2024 Cooperation Agreement") is made and entered into effective as of the 1<sup>st</sup> day of April, 2024 by and among the City of Kirkwood, a municipal corporation of the State of Missouri ("Kirkwood"), and the City of Glendale, a municipal corporation of the State of Missouri ("Glendale"), and sometimes collectively referred to as "Cities".

WHEREAS, the voters of Kirkwood approved a park sales tax, a portion of which was designated to finance the design and construction of an aquatic center facility (the "Aquatic Center") and park sales tax funds are also used to finance the Kirkwood Parks and Recreational facilities and programs; and

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

WHEREAS, the voters of Glendale approved a local parks sales tax, and the residents of Glendale expressed a desire that the Aquatic Center be made available for the use and enjoyment of their residents and, in connection therewith, agreed to contribute toward the costs of developing, constructing and maintenance of the Aquatic Center, and by means of an Advisory Council' to participate in the ongoing operation of the Aquatic Center; and

WHEREAS, in accordance with the applicable state statutes set forth above, Kirkwood, Glendale and City of Oakland ("Oakland") entered into a Cooperation Agreement as of the 24<sup>th</sup> day of September, 1998 (the "1998 Cooperation Agreement") to set forth the terms and conditions with respect to the financing construction, ownership, operation and maintenance of the aquatic center facility located in Kirkwood (the "Aquatic Center"); and

WHEREAS, Kirkwood, Glendale and Oakland amended the 1998 Cooperation Agreement several times to extend the term of such 1998 Cooperation Agreement and to address the ongoing rights and responsibilities of Kirkwood, Glendale and Oakland, and such 1998 Cooperation Agreement, as amended, shall remain in full force and effect solely with respect to the payment obligations of Glendale and Oakland for the 2022 and 2023 swim years; and

WHEREAS, Kirkwood and Glendale want to enter into this new 2024 Cooperation Agreement, without the participation of Oakland, so that, in addition to the Aquatic Center, the other Kirkwood Parks and Recreational facilities and programs are made available to the residents of Glendale for their use and enjoyment at Kirkwood resident rates provided that Glendale satisfies the financial obligations set forth herein; and

WHEREAS, the Advisory Council initially established under the 1998 Cooperation Agreement shall continue to function, but will not include any representative of Oakland; and

WHEREAS, the City Council of Kirkwood authorized the execution of this 2024 Cooperation Agreement by Resolution adopted on April 4, 2024, and the Board of Aldermen of Glendale authorized the execution of this 2024 Cooperation Agreement by Ordinance adopted on April 1, 2024.

## TERMS

In consideration of the foregoing, the mutual covenants herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the Cities by their execution hereof, the Cities agree as follows:

**1. Representations and Covenants of Each City.** The Cities represent and covenant for the benefit of the other City as follows:

**1.1. Organization.** Each City is a municipal corporation of the State of Missouri, organized and existing under the Constitution and laws of the State of Missouri with full power and authority to enter into this 2024 Cooperation Agreement and to perform all of its obligations hereunder. Each City will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a municipal corporation of the State of Missouri.

**1.2. Authority.** Each City is authorized under the Constitution and laws of the State of Missouri to execute this 2024 Cooperation Agreement under the terms and provisions of the action of its governing body authorizing this 2024 Cooperation Agreement, and further represent and covenant that all requirements have been met and procedures have occurred in order to ensure the enforceability of this 2024 Cooperation Agreement.

**1.3. Litigation.** There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to its knowledge, threatened against or affecting either City, or to the best knowledge of each City, is there any basis wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this 2024 Cooperation Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this 2024 Cooperation Agreement.

**2. Payments Due.** During the term of this 2024 Cooperation Agreement, Glendale residents shall be entitled to have the use and access to all Parks and Recreational facilities and programs, including but not limited to camps, general programs, sports programs, aquatic programs, and the use of parks, pavilions, the Aquatic Center, Ice Rink, Community Center, Performing Arts Center and Theater, racquet sports facilities and ball fields in the same manner and at the same costs as residents of Kirkwood provided that:

**2.1.** Glendale shall make the following payments:

- Aquatic Center – Glendale shall pay \$45,000 as a base rent on May 31, 2024 and shall thereafter pay the base rent plus a cumulative increase of 3.5%. All such payments shall be made on or before May 31 of each year; and
- Programs and Facilities – Glendale shall pay 30% of the cost of its residents' collective use for all non-Aquatic Center programs and facilities. (For example, \$40,000 collected from Glendale residents paying resident rates would result in \$12,000 being billed to Glendale under this example.) On or before, April 19 of each year, Kirkwood shall provide Glendale with the information used to calculate the Glendale residents' use of all non-Aquatic Center programs and facilities during the prior Fiscal Year of April 1 through March 31, and Glendale shall pay the amount due based on the Glendale residents' use on or before May 31 of each year.

**3. Use of the Facility.** Kirkwood residents shall be given first priority for Camp Registration and Glendale residents shall be given priority to register for camp starting five (5) business days after the opening of registration for Kirkwood residents. Kirkwood residents shall also be given priority for Pavilion rentals, which typically start on or about November 1 of each year, and Glendale residents shall be given priority to reserve pavilions starting thirty (30) days thereafter. In addition, Glendale employees shall be given the same discount as Kirkwood employees get for Parks and Recreation facilities and programs. For all other programs and facilities, Glendale residents shall be given the same rates and dates of access as Kirkwood residents.

**4. Payment Obligations under the 1998 Cooperation Agreement, as amended.** The payment obligations of Glendale and Oakland in the most recent amendments to the 1998 Cooperation Agreement shall remain in full force and effect for swim years 2022 and 2023, which is the period of time covered by such Amendments to the 1998 Cooperation Agreement. However, with the exception of the monetary obligations for the swim years 2022 and 2023, the Amended 1998 Cooperation Agreement shall not be needed upon the execution of this 2024 Cooperation Agreement because the obligations of Glendale with respect to the costs for the ongoing operation, maintenance, repairs, additions, improvements and modifications for the aquatic center facility are included in this 2024 Cooperation Agreement.

**5. Term.** Unless terminated earlier, the term of this 2024 Cooperation Agreement shall be for three (3) years, commencing as of April 1, 2024, and ending on March 31, 2027, but this 2024 Cooperation Agreement shall be automatically renewed for additional one-year terms unless Kirkwood or Glendale gives at least 60 days written notice to the other City of such termination prior to March 31 of each year.

**6. Termination.** During the original Term or any renewal Term of this Agreement, either party may terminate this Agreement effective April 1 of any year upon sixty (60) days advance written notice. Upon such termination, Kirkwood will determine the fees due for the prior year and issue an invoice to Glendale by April 19<sup>th</sup>, and Glendale shall pay such fees within forty-five (45) days of receipt of the invoice.

**7. Nonappropriation.** Notwithstanding anything in this 2024 Cooperation Agreement to the contrary, the payment of amounts required to be paid by Glendale under this 2024 Cooperation Agreement shall be subject to and dependent on: (a) funds being budgeted and appropriated by the Glendale Board for such purpose; or (b) funds being made available from any lawfully operated revenue producing source. If an Event of Nonappropriation occurs, Glendale shall deliver written notice to Kirkwood within ten (10) calendar days following the date on which the Event of Nonappropriation occurs. Upon receipt by Kirkwood of such written notice, the obligation of Glendale to make the payments under this 2024 Cooperation Agreement shall terminate as of the end of the then current Fiscal Year. However, if prior to the end of the term of this 2024 Cooperation Agreement, Glendale shall deliver to Kirkwood a written statement to the effect that it reasonably expects sufficient funds for the next succeeding Term to be appropriated, and in such event the Term, as between Kirkwood and Glendale shall continue into the Term so long as there is an appropriation from Glendale.

**8. Management of Facility Finances.** Kirkwood shall manage all matters relating to the operation of the facilities and programs, including, without limitation, the management of all revenue and income generated from the operation of such facilities and programs.

**9. Insurance.** Kirkwood shall obtain and continuously maintain in full force throughout the Term, insurance of such types and in such amounts as may be reasonably necessary to protect Kirkwood and Glendale against insurable hazards or risks arising from Kirkwood's operation and/or use of the facilities and programs. Kirkwood shall provide Glendale with a certificate of insurance or other documentary evidence of the issuance of insurance as follows:

(a) Comprehensive general liability insurance coverage including broad form contractual liability, broad form property damage, personal injury coverage, products/completed operations, independent contractors' coverage, and "hired" and "non-owned" automobile liability coverage. Such policy shall provide for a bodily injury and property damage liability limit of not less than \$500,000 per accident or occurrence with an aggregate limit of not less than \$1,000,000.

(b) Kirkwood shall also provide worker's compensation and employer's liability coverage which shall protect Kirkwood and Glendale against all claims under applicable state worker's compensation laws and against claims for injury, disease or death which, for any reason, may not fall within the provisions of a worker's compensation law. The policy shall include other states insurance and the limits shall not be less than those limits established from time to time by the State of Missouri. The liability limits shall not be less than the following:

|  |                         |
|--|-------------------------|
| Workers compensation<br>employers liability: | Statutory               |
| Bodily injury by accident                    | \$500,000 each accident |
| Bodily injury by disease                     | \$500,000 each employee |
| Bodily injury by disease                     | \$500,000 policy limit  |

Such insurance shall be written by an insurance company or companies duly authorized to do business in the State of Missouri and shall name Glendale as additional named insured party thereunder. Such policy or policies, if mutual, shall be non-assessable. The form of each policy shall be reasonably acceptable to Glendale and Kirkwood, and Kirkwood shall provide Glendale with a copy of each proposed policy as soon as practicable. Kirkwood shall require the insurance company or companies, as the case may be, to immediately notify Kirkwood and Glendale of any claim made, including full details thereof and an estimate of the amount of loss or liability.

**9.2. Glendale Insurance.** Glendale shall obtain and continuously maintain in full force throughout the Term, insurance of such types and in such amounts as Glendale deems necessary or appropriate for their participation in the activities contemplated by this 2024 Cooperation Agreement.

## 10. Advisory Council

**10.1. Composition and Meetings of Advisory Council.** An Advisory Council was created under the 1998 Cooperation Agreement and an Advisory Council shall continue for Kirkwood and Glendale under this 2024 Cooperation Agreement. The Advisory Council shall be composed of seven (7) members: five (5) appointed by the governing body of Kirkwood, two (2) appointed by the governing body of Glendale. Each City shall appoint its respective members to the Advisory Council as soon as reasonably practicable following its execution of this 2024 Cooperation Agreement. Each City shall appoint and remove its Advisory Council members at its discretion; provided, however, that no member shall serve on the Advisory Council for more than three (3) consecutive calendar years without a break in service, which such break in service shall be not less than one (1) consecutive calendar year. Vacancies of members on the Advisory Council shall be filled by appointments by the applicable City at its earliest convenience in accordance with the terms of this 2024 Cooperation Agreement. The Advisory Council shall meet at times and locations deemed necessary and desirable by a majority of the members of the Advisory Council. The Advisory Council shall not be nor constitute a separate legal or administrative entity.

**10.2. Purpose of Advisory Council.** The Advisory Council shall provide advice to Kirkwood on matters relating to facility maintenance, program scheduling, policies, procedures, budgeting and fees for recreation programs held at Kirkwood’s recreation facilities. The Cities agree to work cooperatively with the Advisory Council; however, the Advisory Council shall act only in an advisory capacity and all final determinations with respect to the operation of the facilities and the programs, and all matters for which the Advisory Council advises Kirkwood pertaining to the Facility will rest entirely with Kirkwood.

**11. Event of Default Defined.** A failure by Glendale to make any of the payments required to be made under the terms of this 2024 Cooperation Agreement shall be deemed a default by Glendale. A failure by Kirkwood to permit Glendale residents to use Kirkwood’s recreational facilities or participate in Kirkwood’s programs at Kirkwood resident rates under the terms of this 2024 Cooperation Agreement shall be deemed a default by Kirkwood.

**12. Remedies on Default.** In the Event of Default by Glendale, Kirkwood shall have the right, at its sole option without any further demand or notice, to: (a) terminate this 2024 Cooperation Agreement, in which case Glendale shall forfeit all of its interests in and rights of its residents to have access to the facilities and programs at resident rates; or (b) take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this 2024 Cooperation Agreement. Kirkwood may take whatever action at law or in equity which may appear necessary or desirable to collect any payments then due or to enforce the performance and observance of any obligation, agreement or covenant of Glendale under this 2024 Cooperation Agreement. In the Event of Default by Kirkwood, Glendale shall have the right, at its sole option without any further demand or notice, to: (a) terminate this 2024 Cooperation Agreement, in which case Glendale shall forfeit all of its interests in and rights of its residents to have access to the facilities and programs at resident rates; or (b) take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this 2024 Cooperation Agreement. Glendale shall not owe Kirkwood any base rent for use of the Aquatics Facility or any payments for Glendale residents’ use of the Non-Aquatic Facilities during any period of default by Kirkwood.

### **13. General Provisions.**

**13.1. Amendment and Modification.** No amendment, modification, supplement, termination, consent or waiver of any provision of this 2024 Cooperation Agreement, nor consent to any departure therefrom, will in any event be effective unless the same is in writing and is signed by the City against whom enforcement of the same is sought. Any waiver of any provision of this 2024 Cooperation Agreement and any consent to any departure from the terms of any provision of this 2024 Cooperation Agreement is to be effective only in the specific instance and for the specific purpose for which given.

**13.2. Assignments.** No City may assign or transfer any of its rights or obligations under this 2024 Cooperation Agreement to any other Person or City without the prior written consent of the other City.

**13.3. Captions.** Captions contained in this 2024 Cooperation Agreement have been inserted herein only as a matter of convenience and in no way define, limit, extend or describe the scope of this 2024 Cooperation Agreement or the intent of any provision hereof.

**13.4. Counterparts.** This 2024 Cooperation Agreement may be executed by the Cities on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on the Cities notwithstanding that both Cities are not signatories to the same counterpart.

**13.5. Entire Agreement.** This 2024 Cooperation Agreement constitutes the entire agreement pertaining to the subject matter hereof and supersedes all prior agreements, letters of intent, understandings, negotiations and discussions of the Cities, whether oral or written.

**13.6. Governing Law.** This 2024 Cooperation Agreement and the rights and obligations of the Cities hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Missouri applicable to contracts made and to be performed wholly within Missouri, without regard to choice or conflict of laws rules.

**13.7. Notices.** All notices, consents, requests, demands and other communications hereunder are to be in writing, and are deemed to have been duly given or made: (i) when delivered in person; (ii) three days after deposited in the United States mail, first class postage prepaid; or (iii) in the case of email or fax, when sent and verification is received; in each case addressed as follows:

if to Kirkwood:

City of Kirkwood  
139 South Kirkwood Road  
Kirkwood, Missouri 63122  
Attn: Chief Administrative Officer  
Fax #: (314) 984-5931

if to Glendale:

City of Glendale  
424 North Sappington Road  
Glendale, Missouri 63122  
Attn: Mayor  
Attn: City Administrator  
Fax #: (314) 965-4772

or to such other address as any City may designate by notice to the other City in accordance with the terms of this Section.

**13.8. Severability.** Any provision of this 2024 Cooperation Agreement which is prohibited, unenforceable or not authorized in any jurisdiction is, as to such jurisdiction, ineffective to the extent of any such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions hereof, or affecting the validity, enforceability or legality of such provision in any other jurisdiction, unless the ineffectiveness of such provision would result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable.

**13.9. Successors and Assigns.** All provisions of this 2024 Cooperation Agreement are binding upon, inure to the benefit of and are enforceable by or against the Cities and their respective successors and assigns.

**13.10. Third-Party Beneficiary.** This 2024 Cooperation Agreement is solely for the benefit of Kirkwood and Glendale, and no other City or Person has any right, benefit, priority or interest under or because of the existence of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this 2024 Cooperation Agreement as of the date first above written.

**CITY OF KIRKWOOD**

Attest:

\_\_\_\_\_

By: \_\_\_\_\_  
Timothy E. Griffin, Mayor

**CITY OF GLENDALE**

Attest:

\_\_\_\_\_

By: \_\_\_\_\_  
Michael A. Wilcox, Mayor

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE,  
ON BEHALF OF THE CITY OF GLENDALE, MISSOURI, A FACILITES USE  
AGREEMENT BETWEEN THE CITIES OF WEBSTER GROVES AND GLENDALE,  
MISSOURI, RELATING TO THE USE OF THE WEBSTER GROVES  
RECREATIONAL FACILTIES

**WHEREAS**, the City of Webster Groves, Missouri (“Webster”) owns and operates various recreational facilities and programs, including, without limitation, a swimming pool, recreation center, tennis facilities and ice skating rink; and

**WHEREAS**, the City of Glendale, Missouri (“Glendale”) is a neighboring municipality to Webster and does not currently have or plan to construct similar recreational facilities; and

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

**WHEREAS**, representatives of Webster and Glendale have had discussion about allowing residents of Glendale to use Webster’s recreational facilities at the same rates as Webster residents and in return Glendale paying Webster an amount to subsize Webster between Webster’s resident and non-resident fees for use of such facilities and believe that such an arrangement will benefit both communities.; and

**WHEREAS**, Webster and Glendale want to enter into a Facilities Use Agreement in substantially the form attached hereto as Exhibit 1 pursuant to which residents of Glendale shall be able to use Webster’s recreational facilities at the same rates as Webster residents and Glendale shall pay Webster an amount to subsize Webster between Webster’s resident and non-resident fees; and

**WHEREAS**, the Board of Aldermen of the City of Glendale finds that entering into the Facilities Use Agreement with Webster in substantially the form attached hereto as Exhibit 1 is for the best interests of the residents of the City of Glendale and the City as a whole.

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

**SECTION ONE:**

The Board of Aldermen of the City of Glendale hereby approves the Facilities Use Agreement between the Cities of Webster and Glendale in substantially the form attached hereto as Exhibit 1 for the purpose of allowing Glendale residents to utilize the Webster

recreational facilities at Webster resident rates with the City of Glendale paying to Webster certain sums to offset the difference in costs for such recreational facilities between the Webster resident rates and non-resident rates.

**SECTION TWO:**

The Mayor is hereby authorized and directed, on behalf of the City, to execute the Facilities Use Agreement between the Cities of Webster and Glendale in substantially the form attached hereto as Exhibit 1.

**SECTION THREE:**

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

Read two times and finally passed by the Board of Aldermen of the City of Glendale, Missouri, this 1<sup>st</sup> day of April, 2024.

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Michael A. Wilcox  
Mayor, City of Glendale

ATTEST:

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Frank Johnson  
City Administrator/City Clerk

Exhibit 1

**Facilities Usage Agreement**

This Facilities Usage Agreement (“Agreement”) is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2024 by and between the City of Glendale, Missouri (hereinafter “GLENDALE”); and the City of Webster Groves, Missouri (hereinafter the “WEBSTER”).

WHEREAS, WEBSTER owns and operates various recreational facilities and programs, including, without limitation, a swimming pool, recreation center, tennis facilities and ice skating rink;

WHEREAS, GLENDALE is a neighboring municipality to WEBSTER and does not currently have or plan to construct similar recreational facilities; and

WHEREAS, WEBSTER and GLENDALE agree that allowing residents of GLENDALE to use WEBSTER’s recreational facilities at the same rates as WEBSTER residents and in return GLENDALE paying WEBSTER an amount to subsidize WEBSTER between WEBSTER’s resident and non-resident fees for use of such facilities will benefit both communities.

NOW, THEREFORE, for mutual and valuable consideration, the receipt and sufficiency of which are acknowledged, WEBSTER and GLENDALE, agree as follows:

1. WEBSTER shall provide residents of GLENDALE, who display proof of GLENDALE residency, the opportunity to use WEBSTER’s recreational facilities on a daily on annual basis at the same rates as residents of WEBSTER. In addition, GLENDALE employees shall be given the same discount as WEBSTER employees get to use WEBSTER’S recreational facilities. The facilities that are subject to this Agreement include the WEBSTER Recreation Center, Aquatic Center, Tennis Center, and Ice Arena. This Agreement excludes resident rates for rental of park pavilions, ice rink, meeting rooms and athletic fields.

2. GLENDALE shall pay to WEBSTER amounts necessary to subsidize WEBSTER for the difference in cost between WEBSTER’s resident and non-resident rates for the use of the recreational facilities by GLENDALE residents. WEBSTER agrees to provide itemized monthly invoices to GLENDALE detailing the amount of day-use passes and annual memberships

purchased, resident fee, non-resident fee, and subsidized difference billable to GLENDALE. GLENDALE shall pay such invoice within thirty (30) days of receipt.

3. GLENDALE's commitment to pay WEBSTER for the difference between the resident and non-resident rates for the WEBSTER facilities used by GLENDALE residents shall be capped at the ending amount of any calendar month that \$15,000 in subsidies have been accrued during the GLENDALE fiscal year (July 1 to June 30). For the period from the effective date of this Agreement to June 30, 2024, GLENDALE's payment obligation shall be capped at the ending amount of any calendar month that \$4,000 in subsidies have been accrued. In the event GLENDALE reaches its maximum payment obligation during any GLENDALE fiscal year, GLENDALE shall publish in its monthly newsletter, social media or other outlets to its residents that GLENDALE residents will be charged the non-resident rates for the remainder of the GLENDALE fiscal year. WEBSTER shall be entitled to also advise GLENDALE residents that GLENDALE residents will be charged the non-resident rates for use of WEBSTER recreational facilities and programs through the remainder of GLENDALE's fiscal year.

4. GLENDALE residents will be subject to the same policies and rules as WEBSTER residents for the use of WEBSTER's recreational facilities

5. This term of this Agreement shall run from the effective date of this Agreement through June 30, 2025. This Agreement shall automatically renew for successive one year renewal terms running from July 1 to June 30 unless either party notifies the other at least 60 days in advance that it intends to not renew this Agreement. Either party may terminate this Agreement upon 60 days' advanced written notice.

WHEREFORE, the Parties have set their hands the day and date first above written.

**CITY OF GLENDALE**

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

Name: Frank Johnson

Title: City Administrator

**CITY OF WEBSTER GROVES**

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

Name: Dr. Marie Peoples

Title: City Manager

## Exhibit A

### 2024 Membership and Daily Admission Chart

#### ID Cards and Memberships

##### Recreation Complex ID Cards

Recreation Complex identification cards are available to Webster Groves Residents ONLY, ages 4 and older, and are valid for one year. ID cards are necessary to receive favorable rate admissions to the fitness center, aquatic center, ice rink, open gym, and tennis center. To obtain an ID card, bring the following to the Recreation Complex:

- Photo identification such as a driver's license or state ID
- A current dated piece of business mail, occupancy permit, or utility bill

*NOTE: The head of household must bring proof of residency as outlined above to establish the household file for children to purchase an ID Card.*

Fee: \$5/card

#### Daily Fees

| Resident Type     | Adult Ages 13 & Older | Youth Ages 4-12 | Toddler Ages 3 & Younger |
|-------------------|-----------------------|-----------------|--------------------------|
| Fitness           | \$6                   | N/A             | N/A                      |
| Gymnasium         | \$4                   | \$4             | Free                     |
| Aquatic           | \$6                   | \$6             | Free                     |
| Rink              | \$4.50                | \$4.50          | Free                     |
| Non-Resident Type | Adult Ages 13 & Older | Youth Ages 4-12 | Toddler Ages 3 & Younger |
| Fitness           | \$8.50                | N/A             | N/A                      |
| Gymnasium         | \$6                   | \$6             | Free                     |
| Aquatic           | \$10                  | \$10            | Free                     |
| Rink              | \$6                   | \$6             | Free                     |

#### Annual Memberships

| Resident Type     | 1st in Household | 2nd in Household | Eash Addl. (3+) | Senior (Ages 62+) |
|-------------------|------------------|------------------|-----------------|-------------------|
| Fitness           | \$270            | \$220            | \$55            | \$135             |
| Aquatic           | \$100            | \$100            | \$35            | \$45              |
| Rink              | \$145            | \$145            | \$55            | \$50              |
| 20-Swipe          | \$100            | N/A              | N/A             | \$100             |
| Full Facility     | \$330            | \$220            | \$55            | \$165             |
| Non-Resident Type | 1st in Household | 2nd in Household | Eash Addl. (3+) | Senior (Ages 62+) |
| Fitness           | \$355            | \$300            | \$80            | \$270             |
| Aquatic           | \$195            | \$195            | \$80            | \$195             |
| Rink              | \$190            | \$190            | \$80            | \$190             |
| 20-Swipe          | \$170            | N/A              | N/A             | \$170             |
| Full Facility     | \$550            | \$385            | \$75            | \$330             |

- Rates quoted are for annual memberships paid upon registration. Annual memberships are non-refundable and non-transferable.
- See the information below regarding the processing fee for monthly debit and returned debit information.
- Discounts for second, third, and subsequent household members may be added at any time, are for memberships of equal or lesser value, and are valid to the expiration date of the first household member.
- For purposes of multiple memberships, a household is defined as those individuals with full-time residence in the household, as determined by occupancy.
- Reduced daily rate 20-visit cards.
- Business fitness passes are for individuals who are employed by a Webster Groves business.
- Other rules may apply.
- A service charge of 2.75% will be charged to all card transactions

\* Fitness Center only available to ages 13 and older; ages 13-15 must register for Youth Fitness Orientation (at additional cost) before working out the first time. Youth fitness membership includes open gym, but not Fitness Center.

A RESOLUTION AUTHORIZING THE ENDORSEMENT OF THE CITY OF  
GLENDALE WITH SAINT LOUIS COUNTY'S GRANT PROGRAM FOR THE  
CITY'S WASTE REDUCTION EFFORTS

*WHEREAS*, the City of Glendale is desirous of expanding the level of participation that the citizenry currently utilizes with regards to recycling and waste diversion; and

*WHEREAS*, goals have been set to reduce the amount of solid waste in the landfills; and

*WHEREAS*, the Saint Louis County Department of Public Health, Waste Management Program, had made funds available through the 2024 Saint Louis County Waste Reduction Grant Program to municipalities; and

*WHEREAS*, the City of Glendale has submitted an application for this grant program.

*NOW, THEREFORE*, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF GLENDALE, SAINT LOUIS COUNTY, MISSOURI AS FOLLOWS:

**SECTION ONE:**

The Board of Aldermen supports the application to the 2024 Waste Reduction Grant and commits to provide data pertinent to the grant project to measure success of the grant project.

**SECTION TWO:**

Commit to gaining cooperation and input from residents to support the grant project.

**SECTION THREE:**

The governing body hereby authorizes the City Administrator/City Clerk to sign and execute the contract accepting grant funds from the Saint Louis County Department of Public Health if awarded.

This Resolution Passed and Approved this 1<sup>st</sup> day of April, 2024.

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Michael A. Wilcox  
Mayor

ATTEST:

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Frank Johnson  
City Administrator/City Clerk



**Internal Memorandum**

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**Office of the City Administrator**

**TO:** Honorable Mayor Mike Wilcox  
and the Glendale Board of Aldermen

**FROM:** Frank Johnson, City Administrator

**DATE:** March 29, 2024

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**ADMINISTRATION**

**Draft Budget for Fiscal Year 2025**

- Finance Director Dan Lawrence has begun working on the draft budget for the upcoming fiscal year. As part of this process, he has been meeting with each department head to review operating expenses and capital projects.

**Composting and Shred/Recycling Events**

- The City is set for the free composting education class for residents on the evening of May 1 with Jean Ponzi from the Missouri Botanical Garden. We have purchased the composting bins and will start promoting the event next week.
- We are planning on hosting the shred and electronics recycling event on May 11 from 9 a.m.-noon, and we will have information on that out to residents soon as well. Spectrum Recycle and Pro Shred will be the vendors for the event.
- As a reminder, the City will be seeking to be reimbursed for these expenses through St. Louis County's Waste Diversion Grant program.

**Comprehensive Plan and Zoning Code Update**

- The first meeting of the Steering Committee is scheduled for April 22. Following this meeting, H3 will incorporate their feedback and prepare a draft of the existing zoning code analysis and consensus issues and opportunities.
- The next major phase of the project will be a public involvement process to identify the future vision for the community and the goals—both short- and long-range—that will accomplish this vision.

**Aquatic Center Update**

- The City has finalized agreements for recreation partnerships with the cities of Kirkwood and Webster Groves. Ordinances approving these agreements are on the April 1 Board meeting agenda for your consideration.
- The Webster Groves proposal differs from what has been previously discussed. While Webster had previously indicated that they would be willing to subsidize programs as well as memberships and daily passes, they are now stating that—due to the relatively low cap of \$15,000 on the total subsidies—the resident rates will only be available for facility memberships and daily passes. From their perspective,

it is not an efficient use of their staff resources to set up, administer and report on all the various programs and activities at that level of subsidy.

### **Glendale Chrysler**

- The dealership striped the fire lane on March 16, and will be doing additional work to add “NO PARKING FIRE LANE” markings as required by the approved plans. Chief Silvernail is following up with the dealership to ensure this work is completed. He also performed an additional visual inspection of the fire lane on March 29 and reported that it was clear of vehicles.
- In response to continued resident complaints, the City contracted with Engenuity Lighting Systems to conduct a lighting study for the properties at 815 and 825 Brookside Dr. The report found that the level of light from the dealership is below both the St. Louis County and Illuminating Engineering Society (IES) standards. The readings are also in line with the photometric plan approved as part of the SUP, registering only a trace amount of light at the property line.
- While there is no direct violation of the Glendale Chrysler Special Use Permit based on the findings of this report, the glare of the lights is noticeable, and we will be working with the dealership to reduce this through additional shielding or adjustments to the existing lights.

### **ARB Guidelines**

- The Architectural Review Board reviewed the draft of the proposed guidelines as revised by City Attorney Jim Hetlage at a workshop meeting on March 27. They will be working on additional edits and revisions for discussion at another workshop in May, with the goal of coming to a consensus draft to recommend for Board approval.

### **Orlando’s Farmer’s Market**

- The operator of the farmers market on Sappington Road near Vitale’s Deli has confirmed with me that they will not be returning this year.

## **POLICE DEPARTMENT**

### **Annual Report**

- You all should have received the police department’s 2023 Annual Report from Capt. Catlett via email on March 19, 2024. Chief Beaton will be at the meeting if you have any questions.

### **Accreditation**

- All policies and proofs have been completed and submitted to the accreditation team. The onsite assessment is scheduled for the 2<sup>nd</sup> week of April.

## **FIRE DEPARTMENT**

### **Staffing**

- Firefighter Olivia Best returned to work from maternity leave on March 27<sup>th</sup> and will be on light duty with the goal of being back to full duty by the end of April.

## **ISO Evaluation**

- Department staff are currently gathering data and information in preparation for their five-year ISO evaluation. A meeting is scheduled with the evaluator for May 29, who will then issue a report in the following months. We currently expect that we will maintain our ISO 2 rating.

## **PUBLIC WORKS DEPARTMENT**

Terry will be at the meeting Monday night to answer any questions about current or future projects. We have also included with this report a status update from Lochmueller on their various projects for the City.

## **MSD E. Essex Ave. Project**

- MSD's contractor, Gershenson Construction, has obtained an Excavation Permit from the city in preparation to begin the stormwater improvement project along E. Essex Ave. This work will begin in the back yards of homes along Northarm Dr and E. Essex Ave, will cross E. Essex Ave at Venneman Ave, and end in the back yard of 807 E. Essex Ave. The project start date is TBD but anticipated to begin soon and continue for two months.

## **Bid Solicitations**

- The city is collecting bids for the milling and repaving of the main lot at the Public Works complex. This item will be placed on an upcoming BOA meeting agenda for a vote to approve. Deadline to complete this project is June 28, 2024.
- The city is collecting bids to install a concrete sidewalk in the area that is now a natural walking path between Devon Rd and Willow Oak Lane. The area sits on the city's ROW and has been used as a pedestrian cut-through for many years.

## **Curbing Project**

- Prepared approximately 280 feet of the street edge along Venneman Ave between Highland Place and Winnetka Lane by removing the existing, deteriorated curbing and then restoring the street edge. Once prepared, crews then installed the new curbing then re-graded the yards adjacent to the new curbing with topsoil and prepared for sod installations next week.

## **Street Repairs**

- Performed the second, and final full-depth street repair along Venneman Ave near the intersection with Brownell Ave. The area measured 15'x 8.5'.
- Repaired a section of Cornelia Ave near the intersection with N. Berry Rd. This area had been repeatedly run over by heavy equipment causing a deep depression of the roadway. Crews restored the roadway and adjacent curbing.
- Repaired a section of damaged curbing at the intersection of Hawbrook Ave and Edwin Ave. Large vehicles had repeatedly run over the curbing at the northeast corner, breaking the curbing.
- Upon completion of a sewer lateral repair within the roadway at 1044 Glenmoor Dr, restored the roadway with a new concrete base and asphalt overlayment.
- Filled potholes along portions of N. Sappington Rd, Kirkham Ave, and E. Essex Ave.

- Identified areas for repair along portions of Hill Dr, Armstrong Dr, Southarm Dr, Northarm Dr, and Halcyon Dr. These repairs are scheduled for next week.

### **ARPA Streets**

- Hydroseeding and overseeding was performed the week of March 22<sup>nd</sup> along Moreland Ave, S. Moreland Ave, the 700 block of Edwin Ave, and the 400 blocks of Parkland and Elm Ave's. The hydroseeding crews failed to perform the proper work along the east side of S. Moreland Ave and returned to the site to finish the work the following week.
- All work along the 400 blocks of Parkland and Elm Ave's is now complete.
- On Tuesday of next week, weather permitting, the city's contractor, Jokerst Paving, is scheduled to begin pavement milling and asphalt overlay along Moreland Ave, S. Moreland Ave, and the 700 block of Edwin Ave. This work is expected to continue for five business days and will mark the completion of the project.
- Jokerst crews used a sidewalk grinding machine to shave down the concrete and asphalt approach at 423 Parkland Ave. The resident reported that low-lying vehicles were scraping when entering and exiting the driveway.
- City crews posed message boards along these roadways alerting residents of the upcoming work.

### **N. Sappington Rd STP**

- Lochmueller has submitted the N. Sappington Rd Preservation Project Preliminary Design to the Missouri Department of Transportation for review. MoDOT responded with a letter denying approval because certain environmental requirements have not yet been met.
- There are no issues with the Preliminary Design and Lochmueller has followed all the requirements and processes thus far, but MODOT has recently restructured their processes, which now require some regulations to be met ahead of others. Lochmueller will gain the necessary environmental clearances and resubmit the design for approval. Once approved, the city will schedule an open house to present the design to the public.

### **E. Essex Ave STP Phase**

- City staff from both Glendale and Kirkwood met with Lochmueller Group this week to discuss the bidding process for the E. Essex Ave Phase 1 Reconstruction Project. On April 5, Lochmueller will be submitting the final design to MoDOT for review and approval. From there, MoDOT is expected to review the plans for one to two months.
- Once approved, Lochmueller will develop bidding documents which will then be reviewed by Glendale and Kirkwood city staff before posting the RFP.

### **Sewer Lateral Repair Program**

- A video inspection of the sewer lateral line at 435 Venneman Ave showed signs of applicable damage. Bids are currently being sought for this repair.
- A video inspection of the sewer lateral line at 1125 Glenway Dr was conducted on Friday. Inspection results are pending.

- The owners of 54 Wingfield Rd have notified the city of their intention to move forward with the repair of their sewer line. However, they have not yet made payment for the repair. Once payment is made the city will issue a work order to the plumbing contractor.
- On Tuesday of this week, the city received an application to the program for emergency assistance from the owner of 832 Hanamoor Ct.:
  - The city’s sewer inspection contractor, River City Sewer and Drain, attempted to open the line and restore sewer service that same afternoon. However, it was discovered that there was no sewer cleanout on this system and the main stack access in the basement was facing a wall and could not be used.
  - On Wednesday the city contracted Dan Smith Plumbing to make the necessary adjustments to the sewer stack to provide proper access to the sewer system. That same afternoon, River City returned and used sewer cleaning equipment to attempt to open the line. Unfortunately, the equipment became stuck due to a break in the line.
  - On Friday morning Dan Smith Plumbing returned to the location to perform an emergency excavation in the front yard of the residence to repair the line, restore sewer service to the residence, and to remove the lodged equipment from the line. This repair is ongoing and hopefully successful by the end of the day Friday.

**REMINDERS/UPCOMING EVENTS**

|  |                          |
|--|--------------------------|
| <b>Board of Aldermen Meeting</b>             | Monday, April 15, 7 p.m. |
| <b>“The Dirt on Compost” Education Class</b> | Wednesday, May 1         |
| <b>Board of Aldermen Meeting</b>             | Monday, May 6, 7 p.m.    |
| <b>Shred and Electronics Recycling Event</b> | Saturday, May 11         |
| <b>44<sup>th</sup> Annual Firehouse Run</b>  | Sunday, June 9, 2024     |



Lochmueller Group Project Updates  
3/27/2024

| PROJECT                                    | Work completed this week  | Work anticipated next week   | Scope Changes      | Budget Status   | Schedule Status  | Input needed from Client                        | Items owed to Client  | Notes  |
|--|---|--|--------------------|---|--|---|---|--|
| <b>N. Sappington Rd STP</b>                | Lochmueller continued preliminary design and preparation of the plan set, including design of curb ramps along the corridor, preparing crosswalk alternatives at City Hall, and calculating quantities. Lochmueller submitted the preliminary plans to MoDOT for review   | Lochmueller will continue to move the MoDOT RER submittal process forward and coordinate with the City and MoDOT on Preliminary Plan approval  | None at this time. | Based on site meeting on 3/11/24, additional sidewalk slab and driveway approach replacement will be included in the project, which will increase the overall construction cost of the project. | Awaiting Environmental Clearances, Preliminary Plans in review by MoDOT.           | None at this time.                              | Lochmueller will coordinate with the City on preliminary plan submittal to MoDOT. |  |
| <b>East Essex STP</b>                      | Lochmueller finalized right-of-way negotiations and continued final plan development in coordination with the Cities. Drainage Plans were finalized and re-submitted to MSD for approval. Lochmueller also coordinated with Ameren, Missouri American Water, Spire, AT&T, and Kirkwood Electric/Water on relocations plans. | The design team will continue to make progress on the final plans and specifications and work to finalize utility relocation plans. The team will submit Final PS&E to MoDOT by <b>4/05/2024</b> . | None at this time. |   | Utility Coordination Ongoing, Develop PS&E & submit by <b>4/05/24</b>              | None at this time.                              | None at this time.  | There is no invoice at this time. The official deadline to submit to PS&E to MoDOT is <b>5/15/2024</b> . However, our team is working diligently to meet the <b>4/05/2024</b> PS&E submittal date. |
| <b>2023 Street Assessment</b>              | Lochmueller compiled field data and began evaluating pavement treatment options.  | Lochmueller will prepare the preliminary street assessment report.   | None at this time. | within budget   | Preparation of Report is ongoing and to be presented to the City by <b>4/12/24</b> | None at this time.                              | Budget projections and draft report   |  |
| <b>Stormwater Ordinance</b>                | Review Existing City Ordinances   | Continue Reviewing Existing City Ordinances  |                    | within budget   |  | Not at this time                                | Provide Recommendations for Updates ( <b>September 2024</b> )                     |  |
| <b>2023 Resurfacing Construction Phase</b> | Parkland & Elm have completed curb/gutter & street paving. Contractor stopped due to winter weather   | Moreland & S. Moreland require mill & repave (curb & Gutter complete)  | Not at this time   | task is out of budget   | Dependent on contractor resuming work  | Paving to be resumed soon                       | None at this time   | 2023 Street assessment field work was completed under budget, would like to charge remaining construction oversight effort to that task.   |
| <b>Concrete Slab Replacement SPEC</b>      | Draft Specifications submitted on 3/14/24 to City of Glendale for review  |  | Not at this time   | within budget   | Draft Specifications submitted on 3/14/24  | Review draft Specifications and provide comment | None at this time   |  |