



Agenda
Kirkwood City Council
City Hall
Council Chambers
139 South Kirkwood Road
Kirkwood, MO 63122
Thursday, November 2, 2023, 7:00 p.m.
Posted on October 27, 2023

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. INTRODUCTIONS AND RECOGNITIONS - NONE

IV. PRESENTATIONS - NONE

V. PUBLIC HEARINGS

1. A request for a Special Use Permit for an Indoor Amusement Facility (Little's Loft Play Café) at 117 W. Argonne

VI. PUBLIC COMMENTS – 3 MINUTE LIMIT PER PERSON

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

VII. CONSENT AGENDA

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

- a) Approval of the October 19, 2023 Council Meeting Minutes
- b) Resolution 123-2023, accepting the bid of Don Brown Chevrolet in the amount of \$51,973 (pursuant to State of Missouri Cooperative Contract) for the purchase of a 2024 Chevy Tahoe SSV for the Fire Department and authorizing and directing the Director of Procurement to issue a Purchase Order
- c) Resolution 124-2023, accepting the bid of Network Technology Partners in the amount of \$19,792.08 for Sophos Software License Renewal for the MIS Department and authorizing and directing the Director of Procurement to issue a Purchase Order

VIII. UNFINISHED BUSINESS

1. Bill 11006, appropriating \$25,000 from the Equitable Sharing Fund Balance to the Police Department Training Account for training for the Police Department
2. Bill 11007, appropriating \$63,100 from the Equitable Sharing Fund Balance to the Police Department Professional Services Account for the Police Department



IX. NEW BUSINESS

1. Bill 11008, authorizing the City of Kirkwood to participate in the Missouri Firefighters Critical Illness Trust and Pool, and further authorizing the Mayor to execute such documents as may be necessary for the City of Kirkwood's participation therein
2. Resolution 125-2023, authorizing and directing the Mayor to enter into a Master Power Purchase and Sale Agreement between the City of Kirkwood and Cordelio/Moraine Sands, LLC for future energy and capacity transactions for the Kirkwood Electric Department
3. Resolution 126-2023, accepting the bid of SiteOne Landscape Supply at the rates provided in the memo, amount not to exceed budgeted funds annually, for the purchase of trees on an as needed basis for the Forestry Division, for an initial term of 12 months with the option to renew for up to four additional 12 month terms pending budgetary approval, and authorizing and directing the Mayor to enter into a contract
4. Resolution 127-2023, accepting the bid of Elliot Equipment Company in the amount of \$180,000 (pursuant to Sourcewell Cooperative Contract) for the purchase of a 2020 25YD Rear Loader Refuse Truck for the Sanitation Department and authorizing and directing the Director of Procurement to issue a Purchase Order
5. Resolution 128-2023, amending the contract with McGrath Human Resources for an additional amount not to exceed of \$31,030 (which includes a contingency of \$5,000) for a market update of pay and benefits for all full-time staff of the City of Kirkwood and authorizing and directing the Mayor to enter into an amended contract

X. CONSENT AGENDA ITEMS FOR DISCUSSION (IF ANY)

XI. CITY COUNCIL REPORTS

XII. CHIEF ADMINISTRATIVE OFFICER REPORTS

1. Request from the Kirkwood Optimist Club to operate its annual fundraising tree lot at North Middle School with set up on November 11, 2023 and tree lot opening on November 24, 2023 with hours of operation 4:00 p.m. to 9:00 p.m. Thursday and Friday, and 9:00 a.m. to 9:00 p.m. Saturday and Sunday
2. Application for Liquor License to sell Intoxicating Liquor by the Drink, plus Sunday, from Kokuu Kirkwood, LLC, 343 S. Kirkwood Road

XIII. CITY ATTORNEY REPORTS

XIV. CITY CLERK REPORTS

1. Report of the Planning & Zoning Commission Meeting (if any)
2. Upcoming Public Hearings (if any)

XV. MEETING ADJOURNMENT

The next regular meeting of the Kirkwood City Council will take place at **7:00 p.m. on November 16, 2023.**



CONTINUED ITEMS

NONE

TABLED ITEMS

NONE

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

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

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

PROCEDURE FOR PUBLIC HEARING

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

A request for a Special Use Permit for an Indoor Amusement Facility (Little's Loft Play Café) at 117 W. Argonne

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

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

City Planner II Amy Lowry

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

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

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



THE ST. LOUIS
COUNTIAN

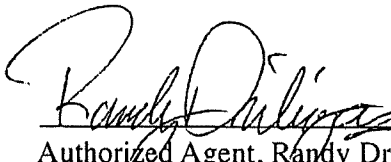


AFFIDAVIT OF PUBLICATION

Date: 10/12/2023

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

I, Randy Drilingas, being duly sworn, both depose and say that I am an authorized representative of the WKTimes LLC, publishers of the Webster-Kirkwood Times Newspaper in the county of St. Louis, MO, and that the advertisement shown below was published in the Webster-Kirkwood Times October 13, 2023 edition.


Authorized Agent, Randy Drilingas
Webster-Kirkwood Times



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

The Council of the City of Kirkwood will hold a public hearing in City Hall, 139 South Kirkwood Road, Kirkwood, Missouri at the hour of 7:00 p.m., Thursday, November 2, 2023 to consider the following:

A request for a Special Use Permit for an Indoor Amusement Facility (Little's Loft Play Café) at 117 W. Argonne.

Laurie Asche, City Clerk

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.

ARGONNE BUILDING LLC
129 E CLINTON 1B
SAINT LOUIS, MO 63122

URBANA VERDE LLC
1110 WESTMARK DR
SAINT LOUIS, MO 63131

PRINCIPAL INVESTMENT GROUP INC
P O BOX 1955
PEORIA, IL 61656

JUNIOR LEAGUE OF ST LOUIS
106 N KIRKWOOD RD
SAINT LOUIS, MO 63122

BEAN REALTY LLC
202 W MONROE AVE
SAINT LOUIS, MO 63122

KEVIN WINKLER
109 N KIRKWOOD RD
SAINT LOUIS, MO 63122

BRENNER ANN MARIE TRUSTEE
12825 FOUR WINDS FARM DR
SAINT LOUIS, MO 63131

URBANA VERDE LLC
1110 WESTMARK DR
SAINT LOUIS, MO 63131

SUMMA JAMES S C REVOCABLE TRUST
221 COUCH AVE
SAINT LOUIS, MO 63122

BAYGENTS COMPANY LLC
21 VILLA GARDENS DR
SAINT LOUIS, MO 63122

MPC INC
12570 VILLAGE CIRCLE DR
SAINT LOUIS, MO 63127

PIZZAZZ COMMERCIAL LLC
P O BOX 481
GROVER, MO 63040

H JONES LLC ETAL
12570 VILLAGE CIRCLE DR APT 2413
SAINT LOUIS, MO 63127

CASA PROPERTIES INC
131 W ARGONNE AVE SUITE 200
SAINT LOUIS, MO 63122

BFC LLC
151 W ARGONNE DR
SAINT LOUIS, MO 63122

MMV ENTERPRISES LLC
153 W ARGONNE AVE
SAINT LOUIS, MO 63122

WHITE BIRCH HOLDING LLC
2052 BARRETT STATION RD
SAINT LOUIS, MO 63131

ST LOUIS PROPERTIES INC
6740 CHIPPEWA ST
SAINT LOUIS, MO 63109

ANTHONY & MARY C BALOTA CORP
421 TREE TOP LN
SAINT LOUIS, MO 63122

117 N KIRKWOOD LLC
112 W JEFFERSON AVE SUITE 120A
SAINT LOUIS, MO 63122

THE MULTACK BLDG LLC
122 N KIRKWOOD RD
SAINT LOUIS, MO 63122

ST LOUIS PROPERTIES INC
6740 CHIPPEWA ST
SAINT LOUIS, MO 63109

PCDM PROPERTIES LLC
119 N KIRKWOOD RD
SAINT LOUIS, MO 63122

D & L GUARDIAN LLC
206 W ARGONNE DR SUITE 200
SAINT LOUIS, MO 63122

JEFFERSON REALTY LLC
114 W JEFFERSON AVE
SAINT LOUIS, MO 63122

AMIGOS OF KIRKWOOD LLC
120 W JEFFERSON AVE
SAINT LOUIS, MO 63122

INCREASED PROPERTIES LLC
1721 KENMONT RD
SAINT LOUIS, MO 63124

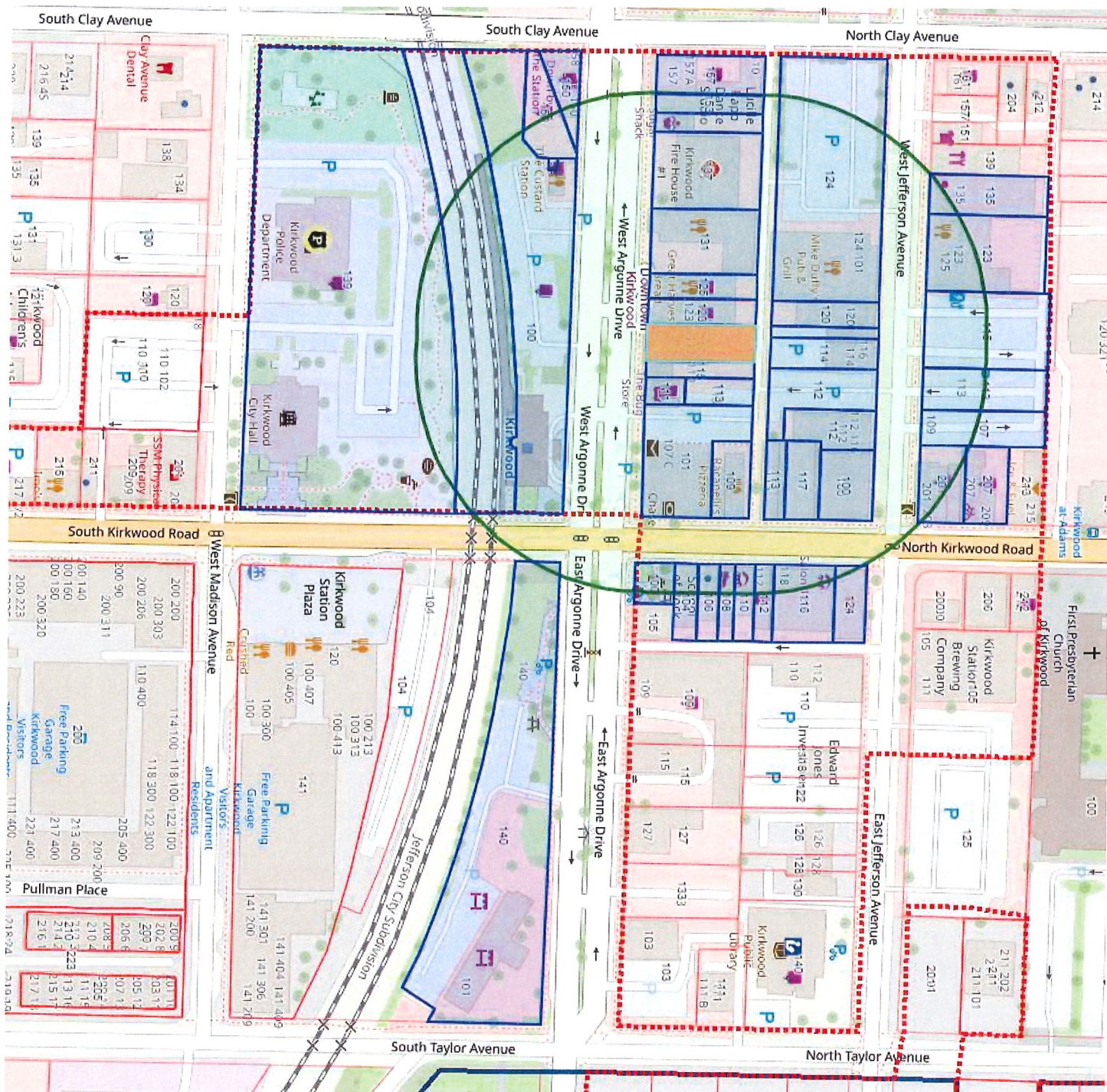
CHLOBBERRY REALTY LLC
94 POND VIEW DR
PORT WASHINGTON, NY 11050

RUPPRECHT IRENE L REV LIV TRUST
10273 QUAIL RUN DR
SAINT LOUIS, MO 63128

JEFFERSON AVENUE PROPERTIES LLC
123 W JEFFERSON AVE
SAINT LOUIS, MO 63122

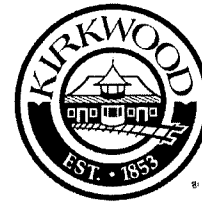
MTW PROPERTY LLC
555 COUCH AVE APT 108
SAINT LOUIS, MO 63122

PFUHL BARBARA ANN ET AL
251 ARBOR CREST DR
BALLWIN, MO 63021



MEMORANDUM

TO: PLANNING & ZONING COMMISSION
FROM: AMY LOWRY, CITY PLANNER II
SUBJECT: PZ-04-24; 117 W. ARGONNE – LITTLE’S LOFT
PLAY CAFÉ (SUP – AMUSEMENT FACILITY,
INDOOR)
DATE: OCTOBER 4, 2023
CC: JONATHAN RAICHE, PLANNING & DEVELOPMENT SERVICES DIRECTOR



WHERE COMMUNITY AND SPIRIT MEET ®

The petitioner is requesting a Special Use Permit to operate an indoor amusement facility in the B-2 zoning district. The applicant has indicated that there would be no exterior changes to the property – other than signage. In the interior space of approximately 4080 square feet, the applicant would have up to 3200 square feet of play area, a food and beverage counter, and customer seating. The café use is subordinate to the amusement facility use, although it will be open to members of the public without a play appointment. A café would fit under the use category of a restaurant which is a permitted use in the B-2 zoning district. The days and hours of operation are proposed as 8 a.m. to 4 p.m. seven days a week. The play café will also be available for events and private rental during the regular hours of operation and from 4 p.m. to 8 p.m. seven days a week. Employees and outside vendor instructors may offer classes to the clientele. The applicant will have 3-4 employees during peak hours, and 2-3 at other times.

DISCUSSION:

Zoning Matters signs were posted on the property on September 29, 2023. Staff has evaluated the request and determined that the proper land-use classification for the proposed use under the Zoning Code is an indoor amusement facility; such use requires a Special Use Permit in the B-2 central business district. The business will not allow unaccompanied children on the premises and therefore will not be providing daycare or similar services. Because the property is located within the downtown district and there is no physical expansion of the building, no parking evaluation is required, however there are currently 7 striped spaces behind the building and the applicant would not be allowed to reduce the number of parking spaces that currently exist.

RECOMMENDATION:

Staff finds that the proposed operations could be accomplished with few restrictions. Due to the simple nature of the request, Staff is requesting action from the Planning & Zoning Commission at the October 4, 2023 meeting rather than the formation of a subcommittee.

Staff recommends this petition be **approved** with the following conditions:

1. A Special Use Permit for an Amusement Facility, Indoor shall be approved for the property addressed as 117 W. Argonne Drive.
2. The days and hours of operation would be daily from 8 a.m. to 8 p.m.
3. The indoor amusement/play area shall be restricted to no more than 3200 square feet.
4. Employees and outside vendor instructors may offer classes within the indoor amusement/play area.

5. The premises and improvements as approved by this Special Use Permit shall be in good working order and maintained in good repair at all times.
6. The applicant, by accepting and acting under the Special Use Permit approval granted, accepts the approval subject to the reservations, restrictions, and conditions set forth in the Code of Ordinances and in this memorandum and agrees to comply with each provision subject to the penalties prescribed under Section 1-8 of the Code of Ordinances and subject to revocation of this approval in the event such provisions are not complied with.
7. The Architectural Review Board shall approve all signs.



WHERE COMMUNITY AND SPIRIT MEET™

October 5, 2023

Russell B. Hawes
Chief Administrative Officer

At the October 4, 2023 meeting of the Planning and Zoning Commission, the following action was taken:

1. By a vote of 9-0, the Commission recommended approval of a Special Use Permit for an Indoor Amusement Facility (Little's Loft Play Café) at 117 W. Argonne Drive. A public hearing before City Council is required.

The next meeting of the Planning and Zoning Commission will be held on November 1, 2023, as there is no business for the October 18 meeting.

Respectfully submitted,

Jim Adkins, Chair
Planning and Zoning Commission

BILL
ORDINANCE

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR AN AMUSEMENT FACILITY, INDOOR AT 117 WEST ARGONNE DRIVE SUBJECT TO CERTAIN CONDITIONS.

WHEREAS, Chaw LLC/Little's Loft LLC, made application (PZ-04-24) for a Special Use Permit for an Indoor Amusement Facility for Little's Loft Play Café at 117 West Argonne Drive in the B-2, Central Business District; and

WHEREAS, the Planning and Zoning Commission did on the 4th day of October, 2023, by adopting the Staff Memorandum dated October 4, 2023 (attached hereto and incorporated by reference herein), recommend the granting of said Special Use Permit after finding that the request met the criteria listed in Section 25-20(e) and (f) of the Zoning and Subdivision Code, subject to certain conditions; and

WHEREAS, the Council did on the 2nd day of November, 2023 hold a public hearing with respect to such application after duly advertising and giving proper notice of such hearing; and

WHEREAS, the Council did find that the granting of such Special Use Permit would not substantially increase traffic hazards or congestion, substantially increase fire hazards, adversely affect the character of the neighborhood, adversely affect the general welfare of the community, or overtax public utilities; and

WHEREAS, the Council does find that the granting of such Special Use Permit would meet the criteria listed in Sections 25-20(e) and (f) of the Zoning and Subdivision Code; and

WHEREAS, the Council does further find that the general welfare requires that such Special Use Permit approval be subject to the conditions hereinafter set out.

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

SECTION 1. A Special Use Permit is hereby granted for an Indoor Amusement Facility at 117 West Argonne Drive subject to the following conditions:

1. The days and hours of operation shall be from 8 a.m. to 8 p.m. Monday through Sunday.
2. The indoor amusement/play area shall be restricted to no more than 3200 square feet.
3. Per Zoning and Subdivision Code Section 25-67, one bicycle rack shall be provided in the rear of the building.

4. Employees and outside vendor instructors may offer classes within the indoor amusement/play area.
5. The Architectural Review Board shall approve all signs.

SECTION 2. The approval of this Special Use Permit shall not authorize any person to unreasonably alter, increase, or redirect the surface water run off so as to cause harm to any person or property.

SECTION 3. The premises and improvements as approved by this Special Use Permit shall be in good working order and maintained in good repair at all times.

SECTION 4. The applicant, by accepting and acting under the Special Use Permit herein granted, accepts the approval subject to the reservations, restrictions, and conditions set forth in the Code of Ordinances and in this ordinance and agrees to comply with each provision subject to the penalties prescribed under Section 1-8 of the Code of Ordinances and subject to revocation of this approval in the event such provisions are not complied with.

SECTION 5. The applicant and its successors and assigns, by accepting and acting under the approval herein granted, accepts the approval subject to the condition that failure to abate any violation of this approval or any provisions of the Code of Ordinances of the City of Kirkwood within five (5) days after notice by hand delivery or first-class mail shall result in an administrative investigation fee of \$500 due to the City of Kirkwood. An invoice shall be issued. A Stop Work Order to cease all work on the premises except such work as directed by the Public Services Director to abate the violation may be issued for any work on the premises until the investigation fee is paid in full. The City may demand payment of said fee from the holder of the letter of credit, any bond, or escrow if not paid within 30 days of the invoice.

SECTION 6. The applicant further agrees by accepting and acting under this Special Use Permit herein granted that this ordinance does not grant applicant any special rights, privileges, or immunities.

SECTION 7. This ordinance shall become null and void in the event the applicant does not obtain an occupancy for the business within one year of the passage of this ordinance.

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

PASSED AND APPROVED THIS _____ day of _____, 2023.

Mayor, City of Kirkwood

ATTEST:

City Clerk

Public Hearing: November 2, 2023

1st Reading:

2nd Reading:

Legislation Request

Ordinance

Place On The Agenda Of: 11/2/2023

Step #1:

Strategic Plan NO

Goal # & Title

Background To Issue:

The petitioner, Hannah Campbell of Chaw LLC/Little's Loft LLC, is requesting a Special Use Permit for an Indoor Amusement Facility at 117 W. Argonne Drive in the B-2, Central Business District. The subject building has recently been vacant. The business will host a play area for young children with a café for caretakers. The applicant does not anticipate any exterior changes to the building or property, other than signage.

Recommendations and Action Requested:

At its October 4 meeting, the Planning and Zoning Commission, by adopting the City Staff Memo, unanimously recommended approval of the Special Use Permit by a vote of 9-0.

Alternatives Available:

Does this project have a public information component? ☐ Yes ☒ No

Cost: \$0.00

Account #: n/a

Project #: n/a

If YES, Budgeted Amount: \$0.00

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

Department Head Comments:

Budgeted: YES

BY: Amy Lowry

Date: 10/25/2023

Authenticated: lowryag

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



2023-11-02 PZ-04-24
Ordinance.docx
Microsoft Word Document
18.3 KB



PZ-04-24 CC Packet.pdf
Adobe Acrobat Document
7.47 MB

File Attachment

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

Select...

Purchasing Director's Comments:

BY: Select...

Date:

Authenticated:

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



File Attachment



File Attachment



File Attachment

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

Select...

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

BY: Select...

Date:

Authenticated:

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



Approve



Disapprove

Chief Administrative Officer's Comments:

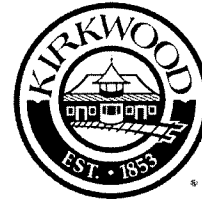
BY:

Date:

10/26/23

MEMORANDUM

TO: PLANNING & ZONING COMMISSION
FROM: AMY LOWRY, CITY PLANNER II
SUBJECT: PZ-04-24; 117 W. ARGONNE – LITTLE’S LOFT
PLAY CAFÉ (SUP – AMUSEMENT FACILITY,
INDOOR)
DATE: OCTOBER 4, 2023
CC: JONATHAN RAICHE, PLANNING & DEVELOPMENT SERVICES DIRECTOR



WHERE COMMUNITY AND SPIRIT MEET ®

The petitioner is requesting a Special Use Permit to operate an indoor amusement facility in the B-2 zoning district. The applicant has indicated that there would be no exterior changes to the property – other than signage. In the interior space of approximately 4080 square feet, the applicant would have up to 3200 square feet of play area, a food and beverage counter, and customer seating. The café use is subordinate to the amusement facility use, although it will be open to members of the public without a play appointment. A café would fit under the use category of a restaurant which is a permitted use in the B-2 zoning district. The days and hours of operation are proposed as 8 a.m. to 4 p.m. seven days a week. The play café will also be available for events and private rental during the regular hours of operation and from 4 p.m. to 8 p.m. seven days a week. Employees and outside vendor instructors may offer classes to the clientele. The applicant will have 3-4 employees during peak hours, and 2-3 at other times.

DISCUSSION:

Zoning Matters signs were posted on the property on September 29, 2023. Staff has evaluated the request and determined that the proper land-use classification for the proposed use under the Zoning Code is an indoor amusement facility; such use requires a Special Use Permit in the B-2 central business district. The business will not allow unaccompanied children on the premises and therefore will not be providing daycare or similar services. Because the property is located within the downtown district and there is no physical expansion of the building, no parking evaluation is required, however there are currently 7 striped spaces behind the building and the applicant would not be allowed to reduce the number of parking spaces that currently exist.

RECOMMENDATION:

Staff finds that the proposed operations could be accomplished with few restrictions. Due to the simple nature of the request, Staff is requesting action from the Planning & Zoning Commission at the October 4, 2023 meeting rather than the formation of a subcommittee.

Staff recommends this petition be approved with the following conditions:

1. A Special Use Permit for an Amusement Facility, Indoor shall be approved for the property addressed as 117 W. Argonne Drive.
2. The days and hours of operation would be daily from 8 a.m. to 8 p.m.
3. The indoor amusement/play area shall be restricted to no more than 3200 square feet.
4. Employees and outside vendor instructors may offer classes within the indoor amusement/play area.

5. The premises and improvements as approved by this Special Use Permit shall be in good working order and maintained in good repair at all times.
6. The applicant, by accepting and acting under the Special Use Permit approval granted, accepts the approval subject to the reservations, restrictions, and conditions set forth in the Code of Ordinances and in this memorandum and agrees to comply with each provision subject to the penalties prescribed under Section 1-8 of the Code of Ordinances and subject to revocation of this approval in the event such provisions are not complied with.
7. The Architectural Review Board shall approve all signs.



APPLICATION FOR PLANNING AND ZONING REVIEW

DATE: 9/14/23 CASE NUMBER: PZ-04-24
ZONING DISTRICT: B-2, Central Bus. Distr. LOCATOR NUMBER: 23M120242
PROJECT ADDRESS: 117 West Argonne Drive, Kirkwood, Missouri 63122
PROJECT NAME: Little's Loft

ACTION REQUESTED

- | | |
|---|--|
| <input type="checkbox"/> CUP, Development Plan or Final Site Plan (circle one) | <input type="checkbox"/> Subdivision, Major |
| <input type="checkbox"/> Development Plan, B4, B5, or R6 (circle one) | <input type="checkbox"/> Subdivision Modification |
| <input type="checkbox"/> Final Site Plan, B4, B5, or R6 (circle one) | <input type="checkbox"/> Text Amendment |
| <input type="checkbox"/> Site Plan Review, Minor or Major (circle one) | <input type="checkbox"/> Vacation, Right-of-Way or Easement (circle one) |
| <input type="checkbox"/> Site Plan Modification | <input type="checkbox"/> Zoning Map Amendment, From _____ to _____ |
| <input type="checkbox"/> Alternative Equivalency | Comments: _____ |
| <input checked="" type="checkbox"/> Special Use Permit, Category: <u>Amusement Facility, Indoor</u> | |

PETITIONER INFORMATION

I (We) hereby certify that I (we) have legal interest in the hereinabove described property and that all information given herein is true and a statement of fact

Name (Print): Chaw LLC/Little's Loft LLC Signature: [Signature] Phone No.: 314-604-6552
Mailing Address: 435 Julian Pl. City: Kirkwood State: MO Zip: 63122

E-mail Address: hannahmcampbell3@gmail.com

Petitioner's Status: ☒ Corporation ☐ Partnership ☐ Individual

Relationship of Petitioner to Property: ☐ Owner ☐ Tenant ☐ Option Holder (Attach Copy of Contract) ☒ Other - Under contract to

AGENT INFORMATION

Agent's Name: Jennifer Beasley Signature: [Signature] Phone No.: 314-721-2525
Mailing Address: 150 N. Meramec Ave., Suite 400 City: St. Louis State: MO Zip: 63105

E-mail Address: jbeasley@jenkinsklng.com

(NOTE: The petitioner's agent, if listed, shall receive all official communication)

PROPERTY OWNERS

Signature required or submit proof petitioner has legal interest in property.

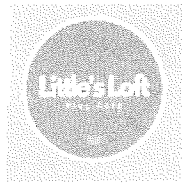
Name: <u>Argonne View LLC</u>	Name: _____
Signature: <u>[Signature]</u>	Signature: _____
Address: <u>438 W Jefferson Ave</u>	Address: _____
City/State/Zip: <u>Kirkwood, MO 63122</u>	City/State/Zip: _____
Phone: <u>314-761-9588</u>	Phone: _____

FOR CITY USE ONLY

Date Received: 9/14/23 Total Received: \$ 1006.00 Agenda Date: 10/04/23

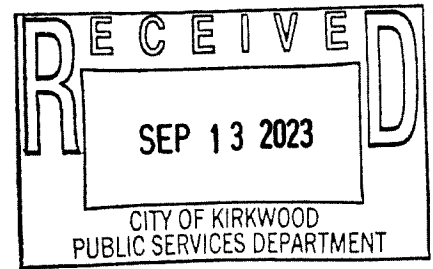
- ☐ B-4/B-5 Development Plan: \$1,000 + _____ Acres @ \$25/Acre or portion over one acre) = \$ _____
- ☐ B-4/B-5 Final Site Plan: \$1,000
- ☐ B-4/B-5 Final Site Plan Amendment (when public hearing is not required): \$500
- ☐ CUP (Single family), Dev Plan/Preliminary Plat: \$1,000 + _____ Lots @ \$500/Lot = \$ _____
- ☐ CUP (Single family), Final Site Plan/Final Plat: _____ Lots @ \$100/Lot = \$ _____ + 1-1/4% of \$ _____ = \$ _____
- ☐ CUP, (Multi family), Development Plan/Prel. Plat: \$1,000 + _____ Dwelling units @ \$20/Each = \$ _____
- ☐ CUP, (Multi family), Final Site Plan/Final Plat: \$500 + 1-1/4% of _____ = \$ _____
- ☐ CUP, Final Site Plan/Final Plat Amendment: Public Hearing required \$800, Public Hearing not required \$500
- ☐ CUP, Final Site Plan Time Extension: \$300
- ☐ Mixed Use in B2 Development Plan: \$1,000 (includes SPR fee) + \$25/acre or portion over one acre
- ☐ Mixed use in B2 Final Site Plan: \$500
- ☐ Mixed use in B2 Final Site Plan Amendment: Public Hearing required \$800, Public Hearing not required \$500
- ☐ R6 Development Plan: \$1,000 + _____ Dwelling units @ \$20/Unit = \$ _____
- ☐ R6 Final Site Plan: \$500
- ☐ Sidewalk Waiver on _____ feet @ \$30/Foot = \$ _____ = \$ _____
- ☐ Site Plan Review (Major): \$1,000
- ☐ Site Plan Review (Major): Amendment \$800 or Extension: \$300
- ☐ Site Plan Review (Minor): \$500
- ☐ Site Plan Review (Minor) Amendment \$500 or Extension: \$300
- ☒ Special Use Permit: \$1,000 (waived if submitted with Site Plan Review)
- ☐ Special Use Permit Amendment: \$800 (waived if submitted with Site Plan Review) or Extension: \$300
- ☐ Subdivision (Major), Preliminary Plat _____ Lots @ \$500/Lot = \$ _____
- ☐ Subdivision (Major), Final Plat/Improvement Plans: _____ Lots @ \$100/Lot + 1.25% of \$ _____ = \$ _____
- ☐ Subdivision (Major) Amendment to Final Plat or Improvement Plans: \$200
- ☐ Subdivision Modification (Boundary Adjustment): \$300
- ☐ Vacation, Easement: \$100
- ☐ Vacation, Right-of-way: \$200
- ☐ Zoning Code Text Amendment: \$1,000
- ☐ Zoning Map Amendment: \$1,000

SUBCOMMITTEE (_____)



September 14, 2023

City of Kirkwood Planning & Zoning Department
139 S. Kirkwood Rd.
Kirkwood, Missouri 63122



Re: Special Use Permit Application (Amusement Facility, Indoor)- 117 West Argonne Dr.

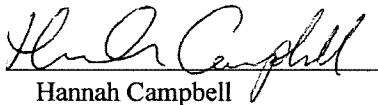
To whom it may concern:

Our company, Chaw LLC, is under contract to purchase 117 West Argonne Dr. in downtown Kirkwood, zoned B-2 Central Business District, for the purpose of leasing the space to our affiliated entity Little's Loft, LLC for operation of Little's Loft Play Café ("Little's Loft"), a combination café and play area catering to families with small children in Kirkwood. In connection with this, we are seeking a special use permit for the operation of the play area as an indoor amusement facility under the City of Kirkwood Zoning and Subdivision Code. Little's Loft will complement the existing downtown Kirkwood business area while providing a unique experience through the play area that accompanies the permitted café use.

Little's Loft is a distinctive combination of a high-end coffeehouse for parents and a state-of-the-art play area for children offering a welcoming, child-friendly culture not typical of traditional coffeehouses. Hours of operation for the play area will be within the hours of 8am-4pm 7 days a week. The Little's Loft play area will also be available for events and private rentals during regular hours and the additional hours of 4pm-8pm 7 days a week. Little's Loft plans to have 3-4 employees during peak hours of operation and 2-3 employees at other times; however, Little's Loft will not provide daycare or similar supervisory services for the children. Parents or guardians will need to remain on the premises to be responsible for supervising the children they bring to Little's Loft. Little's Loft anticipates having about 10 total employees in addition to providing opportunities for outside vendor teachers.

Little's Loft will feature a play area of up to 3,200 square feet with activities that are age or developmentally appropriate for children approximately 0-10 years old. The play area will be used during regular business hours for open play time, with capacity controlled by requiring registration to enter the play area. The play area will also be available for private rentals and events, including classes offered by employees and outside vendor instructors. The play area will have a variety of activities for children, for example: (1) sensory play activities (ex. textured wall, light up floor, balance board); (2) custom climbing structure incorporating gross-motor structures; (3) imaginative play area (ex. reading area, busy boxes, dress-up, puppet play); and (4) baby area – a separate space for crawling children. Thank you for your consideration and please contact me with any questions.

Sincerely,
Chaw LLC/Little's Loft, LLC

By: 
Hannah Campbell



WHERE COMMUNITY AND SPIRIT MEET®

September 20, 2023

Hannah Campbell
435 Julian Place
St. Louis, MO 63122

Jennifer Beasley
150 N. Meramec Avenue, Suite 400
St. Louis, MO 63105

SENT VIA EMAIL:

SUBJECT: PZ-4-24; 117 W. Argonne Drive – Little's Loft Play Café
Special Use Permit for Amusement Facility, Indoor

Ms. Campbell and Ms. Beasley:

The City of Kirkwood Public Services Department is in receipt of your application for a Special Use Permit for an Amusement Facility, Indoor for the property known as 117 W. Argonne Drive. This item will be placed on the Planning and Zoning Commission agenda for its **7:00 p.m. meeting on Wednesday, October 4, 2023** at Kirkwood City Hall, 139 South Kirkwood Road. City Staff will make an introduction presentation regarding the request at this meeting. You, or your representative, should attend this meeting to present this item to the Commission and answer any questions the Commission members may have.

The Planning and Zoning Commission and various City departments will review the application in detail and provide further comments as necessary. This preliminary correspondence is not an approval or acceptance of any part of the application submitted.

The applicant is further advised that it is the applicant's responsibility to follow the petition through the entire process and to satisfy all submittal requirements and deadlines. Also note, this application and review does not grant the applicant any special rights, privileges, or immunities, and that all provisions of the Kirkwood Code of Ordinances shall apply.

Sincerely,

CITY OF KIRKWOOD

A handwritten signature in cursive script, appearing to read "Amy Gillis Lowry".

Amy Gillis Lowry, Planner II
314-822-5815, lowryag@kirkwoodmo.org



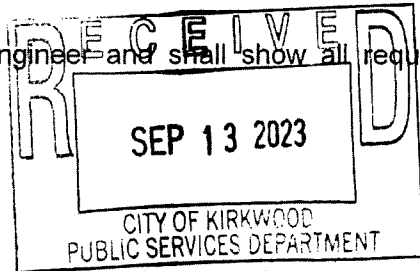
**APPLICATION FOR PLANNING AND ZONING REVIEW
APPLICATION CHECKLIST (NON SUBDIVISION)
MARCH 2021**

MUST BE SIGNED AND ATTACHED TO APPLICATION FORM

The Planning and Zoning Commission meets on the first and third Wednesdays of each month at 7:00 p.m. in the Council Chambers at Kirkwood City Hall, 139 South Kirkwood Road (see attached schedule). Submittal of a petition authorizes the City to place a Zoning Matters sign on the premises advising the public of the petition.

An applicant shall complete and submit the following items to the Public Services Department according to the attached schedule. ***These are the minimum submittal requirements needed for review. Failure to provide all information will result in the application being delayed or returned.***

- ☒ **APPLICATION FORM.** All forms must be completed in full, including signature of property owners. A copy of the Contract between the property owner and petitioner will suffice. Incomplete or partial applications will not be accepted and will be returned to the petitioner. *All designated spaces on the forms must be appropriately filled in prior to filing of the application.*
- ☒ **COVER LETTER.** A one-page letter describing the project in detail, including nature of business, proposed use, hours of operation, number of employees, etc.
- ☐ **PROOF OF OWNERSHIP.** A copy of the title, deed, title commitment, or survey which includes the legal description of the property and present ownership only if the owner's signature does not match County records. N/A
- ☐ **DRAWINGS.**
 - (a) **Site plan** shall be signed and sealed by a Professional Engineer and shall show all required information as noted on attached checklist.
 - (1) 16 sets 11"x17" (folded into 8.5"x11"); and
 - (2) 3 sets 24"x36" (folded into 12"x9").
 - (b) **Floor plan**, if applicable - 16 copies 11"x17", folded.
 - (c) **Landscaping plan** showing the required information as noted on attached checklist (Article VIII Sections 25-58 through 25-61 of the Zoning and Subdivision Code)
 - (1) 16 sets 11"x17" (folded into 8.5"x11") and
 - (2) 3 sets 24"x36" (folded into 12"x9").
 - (d) **Lighting Plan** shall be signed and sealed by a registered design professional and include all information as required in Section 25-52 of the Zoning and Subdivision Code.
 - (1) 16 sets 11"x17" (folded into 8.5"x11") and
 - (2) 3 sets 24"x36" (folded into 12"x9").
- ☐ **TREE STUDY.** Study shall be signed by a certified forester, certified arborist, or landscape architect and include value of significant trees and protection methods. Trees on abutting public rights-of-way and private property within five feet of all property lines shall also be shown on study. N/A
- ☒ **PHOTOGRAPHS.** Two sets of color photographs of site frontage, adjacent properties, and significant site features, including significant trees.
- ☒ **PROCESSING FEE.** See Application for filing fee required for application



Chaw LLC/Little's Loft, LLC

By: _____

Signature

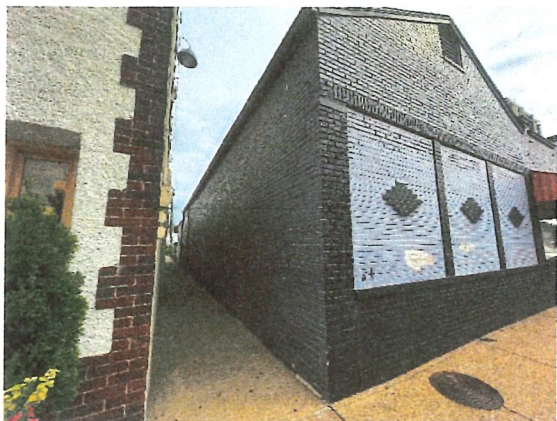
9/14/23

Date

117 West Argonne Drive, Kirkwood, Missouri
Property Depictions



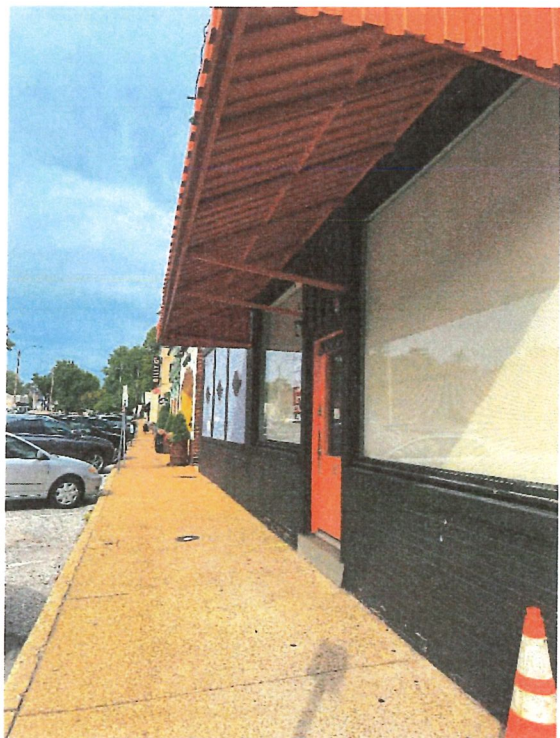
Front of Property (taken from Argonne Drive)



West Side of Property



East Side of Property



Front of Property



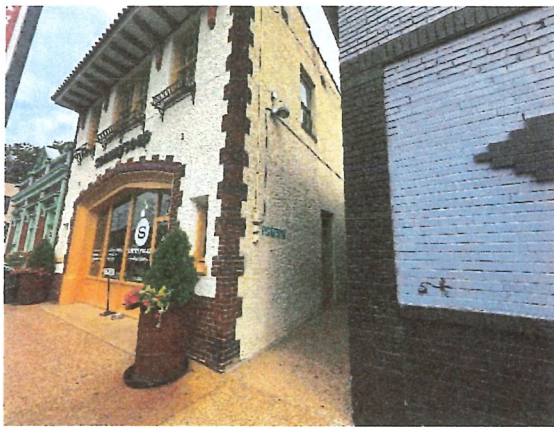
117 West Argonne Drive, Kirkwood, Missouri
Property Depictions



Back of Property



Adjacent Property to East



Adjacent Property to West



From: [Jim Summa](#)
To: [Amy G. Lowry](#)
Subject: Little Loft Play Cafe
Date: Tuesday, October 3, 2023 1:16:38 PM

Caution! This message was sent from outside your organization.

I am the owner of 115 West Argonne and wanted to give my support for
Little Loft Play Cafe proposed for next door to the folks on P&Z at this Wednesday's meeting.
Thanks and Best,
-Jim Summa

Date: October 1, 2023

To: Planning and Zoning Committee
City of Kirkwood
139 S. Kirkwood Road
Kirkwood, MO 63122

Re: 117 West Argonne Ave – Kirkwood, MO
Little's Loft Play Cafe

Dear Kirkwood Planning and Zoning Committee,

I am writing in support of the proposed use of the property at 117 West Argonne in Kirkwood for the Little's Loft Play Café. As a Kirkwood resident, current owner of 117 West Argonne and the owner of other commercial properties within the City of Kirkwood, I think this would be a solid addition to Kirkwood's tradition of being a community in support of families. In addition to already great family attractions such as the Magic House and Farmer's Market, Little's Lofts would be an attractive destination for families with young children to gravitate towards the center of downtown Kirkwood.

Sincerely,

A handwritten signature in dark ink, appearing to read 'D. McGinnis', with a stylized flourish at the end.

Daniel W. McGinnis
Argonne View, LLC

From: [Ryan Pennington](#)
To: [Amy G. Lowry](#)
Subject: Support for Little Loft Play Cafe - 117 Argonne
Date: Tuesday, October 3, 2023 11:38:03 AM

Caution! This message was sent from outside your organization.

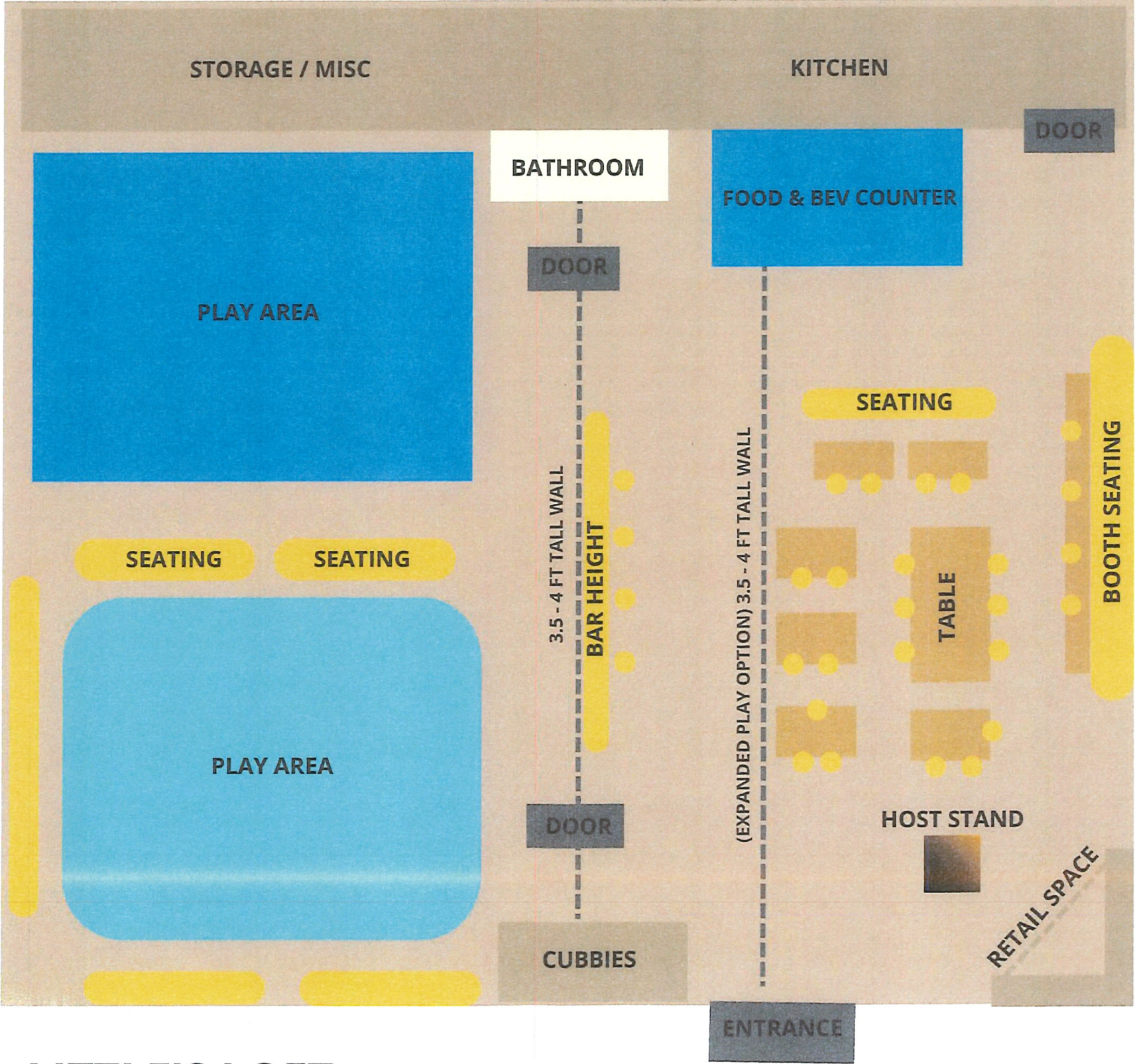
Hi Amy,

I am writing to express my support for the Little Play Café at 117 W Argonne. It's a unique concept for downtown Kirkwood, catering to families and bringing additional foot traffic along Argonne.

It appears to be a perfect fit for this building.

Thanks,

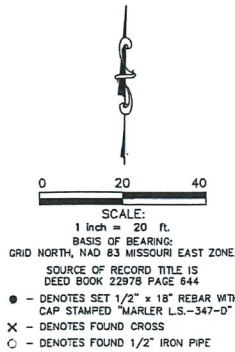
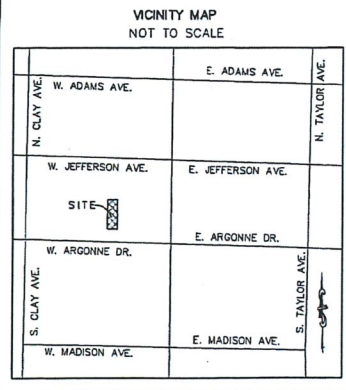
Ryan Pennington
1034 S Brentwood Blvd, Ste 1200
St. Louis, MO 63117
314.446.2903 office
314.910.9950 mobile
rpennington@savoyproperties.com
savoyproperties.com



**LITTLE'S LOFT
PLAY CAFE**

4,080 sqft





GENERAL NOTES

- The basis of bearing of this survey is Grid North, NAD 83 Missouri East Zone.
- The Property has an area of 6,999 square feet or 0.16 acres of land.
- The property is designated by St. Louis County parcel #23V120242
- Source of deed reference is Deed Book 22978 Page 644.
- This map complies with the Missouri Map Accuracy Standards, class III.
- There was no evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.
- There were no evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.

SCHEDULE "B" TITLE EXCEPTION NOTES

This survey is based on a title report prepared by Old Republic Title Company of St. Louis Inc. Commitment No. 2203842, dated September 2, 2022 at 8:00 A.M. and last revised on September 8, 2022 at 4:01 P.M. Items not listed below are standard exceptions and/or are not matters or issues that pertain to this survey.

- Standard exceptions, not land survey related.
- Permanent Telecommunications Easement granted to Qwest Communications Company, LLC, Sprint Communications Company, LP, Level 3 Communications, LLC and Witel Communications, LLC, according to final order and Judgment under Civil Action No. 4:00-cv-00042-WFS of the US District Court for the Western District of Missouri, Western Division, according to instrument recorded in Book 20419 page 41. [Blanket Easement, affecting subject parcel, for installation, use and maintenance of telecommunications cables.]

ZONING NOTES

Zoned: B-2 General Business

Existing site conditions may fall within permitted uses as listed in the City of Kirkwood zoning regulations. Zoning regulations are subject to change, interpretation and exception, for further information contact the City of Kirkwood planning and zoning department at (314) 822-3500

Zoning information has been collected by the Land Surveyor and considered to be accurate, however this should be verified by the client. See Item 6A under Table A.

FLOOD ZONE NOTES

By graphic plotting only, this property does not lie within any special flood zone areas according to the flood insurance rate map panel number 0308 and community number 230352 (City of Kirkwood) which bears an effective date of 02/04/2015. The property lies within unshaded zone X (areas determined to be outside 500 year flood plain).

NOTE:

The underground utilities have been plotted from available sources and their locations must be considered approximate only. The verification of the actual locations of all underground utilities, either shown or not shown on this drawing, shall be the responsibility of the contractor and shall be located prior to grading or construction of improvements.

MISSOURI ONE CALL TICKET NUMBER 222452882

ALTA/NSPS LAND TITLE SURVEY

TOWN OF KIRKWOOD

ST. LOUIS COUNTY, MISSOURI

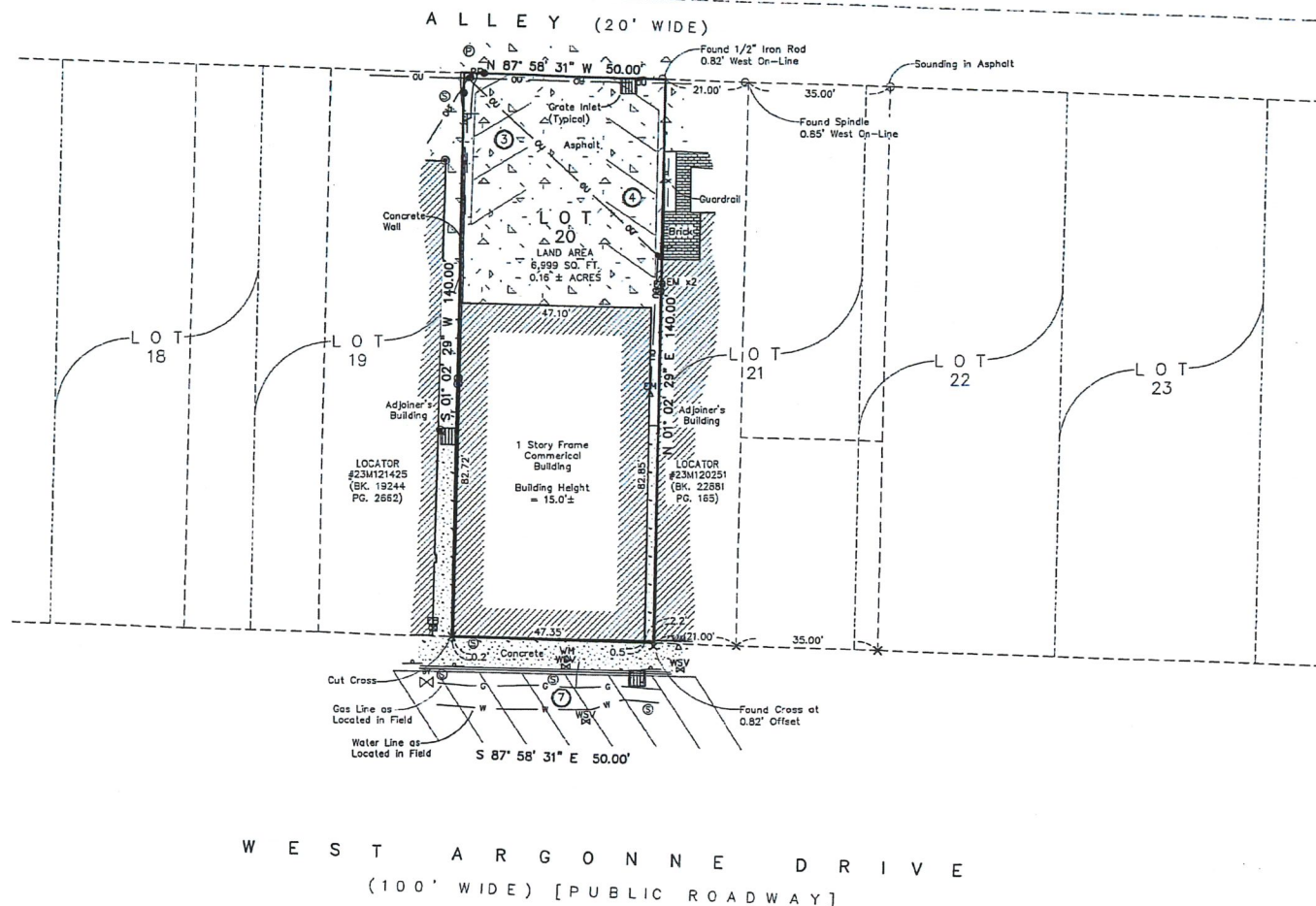


TABLE A

OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS

NOTE: The nineteen (19) items of Table A are to be selected, and the exact wording of and fee for any selected item, may be negotiated between the surveyor and client. Any additional items negotiated between the surveyor and client must be identified as 20(a), 20(b), etc. Any additional items negotiated between the surveyor and client, and any negotiated changes to the wording of Table A item must be explained pursuant to Section 6.D.11(g). Notwithstanding Table A items 5 and 11, if an engineering design survey is desired as part of an ALTA/NSPS Land Title Survey, such services should be negotiated under Table A, Item 20.

If checked, the following optional items are to be included in the ALTA/NSPS LAND TITLE SURVEY, except as otherwise qualified (see note above):

- Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the surveyed property, unless already marked or referenced by existing monuments or witnesses in close proximity to the corner.
- Address(es) of the surveyed property if disclosed in documents provided to or obtained by the surveyor, or observed while conducting the fieldwork.
- Flood zone classification (with proper annotation based on Federal Flood Insurance Rate Maps or the state or local equivalent) depicted by scaled map location and graphic plotting only.
- Grass land area (and other areas) as specified by the client.
- Vertical relief with the source of information (e.g., ground survey, aerial map), contour interval, datum, and originating benchmark identified.
- (a) If the current zoning classification, setback requirements, the height and floor space area restrictions, and features required pursuant to Section 5 above) are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, list the above items on the plat or map and identify the date and source of the report or letter.
(b) If the zoning setback requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, and if those requirements do not require an interpretation by the surveyor, graphically depict the building setback requirements on the plat or map. Identify the date and source of the report or letter.
(c) Exterior dimensions of all buildings at ground level.
(d) Square footage of:
(1) exterior footprint of all buildings at ground level.
(2) other areas as specified by the client.
- (c) Measured height of all buildings above grade at a location specified by the client. If no location is specified, the point of measurement shall be identified.
- Substantial features observed in the process of conducting the fieldwork (in addition to the improvements and features required pursuant to Section 5 above) (e.g., parking lots, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse).
- Number and type (e.g., disabled, motorcycle, regular and other marked specialized types) of clearly identifiable parking spaces on surface parking areas, lots and in parking structures. Striping of clearly identifiable parking spaces on surface parking areas and lots.
- As designated by the client, a determination of the relationship and location of certain division or party walls with respect to adjoining properties.
- Evidence of underground utilities existing on or serving the surveyed property (in addition to the observed evidence of utilities required pursuant to Section 5.E.iv.) as determined by:
(a) plans and/or reports provided by client (with reference as to the sources of information)
(b) markings coordinated by the surveyor pursuant to a private utility locate request.

Note to the client, insurer, and lender - With regard to Table A, Item 11, information from the sources checked above will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, looking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, B11 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation may be necessary.

- As specified by the client, Governmental Agency survey-related requirements (e.g., HUD surveys, surveys for leases on Bureau of Land Management managed lands). The relevant survey requirements are to be provided by the client or client's designated representative.
- Names of adjoining owners according to current tax records. If more than one owner, identify the first owner's name listed in the tax records followed by et al.
- As specified by the client, distance to the nearest intersecting street.
- Rectified orthophotography, photogrammetric mapping, remote sensing, airborne/mobile laser scanning and other similar products, tools or technologies as the basis for showing the location of certain features (excluding boundaries) where ground measurements are not otherwise necessary to locate those features to an appropriate and acceptable accuracy relative to a nearby boundary. The surveyor must (a) discuss the ramifications of such methodologies (e.g., the potential precision and completeness of the data gathered thereby) with the insurer, lender, and client prior to the performance of the survey, and (b) place a note on the face of the survey explaining the source, date, precision, and other relevant qualifications of any such data.
- Evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.
- Proposed changes in street right of way lines, if such information is made available to the surveyor by the controlling jurisdiction. Evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.
- Pursuant to Sections 5 and 6 (and applicable selected Table A items, excluding Table A item 1, include as a part of the survey any plottable offsite (i.e., appurtenant) easements or servitudes disclosed in documents provided to or obtained by the surveyor.
- Professional Liability Insurance policy obtained by the surveyor in the minimum amount of \$_____ to be in effect throughout the contract term. Certificate of insurance to be furnished upon request, but this item shall not be addressed on the face of the plat or map.
- Pilot Easements.

Adopted by the Board of Governors, American Land Title Association, on October 1, 2020. American Land Title Association, 1800 H St., N.W., Suite 300S, Washington, D.C. 20036-5808. www.alta.org
Adopted by the Board of Directors, National Society of Professional Surveyors, on October 9, 2020. National Society of Professional Surveyors, Inc., 5119 Pegasus Court, Suite Q, Frederick, MD 21704 <http://www.nspis.com/>

ALTA/NSPS LAND TITLE SURVEY

117 WEST ARGONNE DRIVE
ST. LOUIS COUNTY, MISSOURI

To McGinnis and Associates:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standards Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 7(a), 7(c), 8, 9, 11(c), 13, 15, and 20 of Table A thereof. The field work was completed on 09/08/2022. Date of map or plat 09/19/2022



MARLER SURVEYING COMPANY INC.
MISSOURI CORP. NO. L.S. -347-D

MARTY L. MARLER
MISSOURI P.L.S. 2501

copyright 2022 by Marler Surveying Company, Inc.

PROJECT NAME: LOT 20 BLK. 22 OF TOWN OF KIRKWOOD SHEET 1 OF 1
ADDRESS: 117 WEST ARGONNE DRIVE, ST. LOUIS COUNTY, MISSOURI 63122

MARLER
SURVEYING COMPANY, INC.

11422 GRAVITY RD., STE. 200 ST. LOUIS, MO 63126 (314) 729-1001 PH. (314) 729-1044 FAX
402 EAST SPRINGFIELD ROAD, SULLIVAN, MO (573) 468-4684 PH. (573) 860-8605 FAX
email: marler@marlersurveying.net

DATE:	09/19/2022	REVISION DATES	
SCALE:	1" = 20'		
DRAWN BY:	D.L.E.		
CHECKED BY:	M.L.M.		
DWG. No.:	2209-009		
DEPUTY:	R.M.		

THE CONSENT AGENDA IS ATTACHED

- a) Approval of the October 19, 2023 Council Meeting Minutes
- b) Resolution 123-2023, accepting the bid of Don Brown Chevrolet in the amount of \$51,973 (pursuant to State of Missouri Cooperative Contract) for the purchase of a 2024 Chevy Tahoe SSV for the Fire Department and authorizing and directing the Director of Procurement to issue a Purchase Order
- c) Resolution 124-2023, accepting the bid of Network Technology Partners in the amount of \$19,792.08 for Sophos Software License Renewal for the MIS Department and authorizing and directing the Director of Procurement to issue a Purchase Order



WHERE COMMUNITY AND SPIRIT MEET™

DRAFT

**City Council Meeting Minutes
Kirkwood City Hall
Thursday, October 19, 2023, 7:00 p.m.**

Pursuant to notice of meeting duly given by the Mayor, the City Council convened on Thursday, October 19, 2023, at 7:00 p.m. at Kirkwood City Hall, 139 South Kirkwood Road, Kirkwood, Missouri. Present were: Mayor Griffin, Council Members Duwe, Gibbons, Luetzow, Sears, Wurtz, and Zimmer. Also in attendance were Chief Administrative Officer Russ Hawes, Assistant Chief Administrative Officer David Weidler, City Clerk Laurie Asche, Deputy City Clerk Bridget Waters, and City Attorney John Hessel.

INTRODUCTIONS AND RECOGNITIONS

NONE

PRESENTATIONS

NONE

PUBLIC HEARINGS

NONE

PUBLIC COMMENTS

1. Jennifer Forgy, Assistant Finance Director; spoke in favor of LAGERS and requested the City Council reconsider Bill 11005 pertaining to LAGERS.
1. Georgia Ragland; 1811 Enola Ct, spoke in favor of reconsideration of LAGERS and requested that the City Council return the pay to the 75th percentile.
2. Chris Beckman, Evidence & Property Officer; spoke in support of LAGERS.
3. TaMara Pelkey, Permit Tech; requested the City Council reconsider Bill 11005 pertaining to LAGERS.
4. Chris Kruger, Public Services Director; spoke in favor of LAGERS and requested the City Council to reconsider Bill 11005 pertaining to LAGERS.
5. Jonathan Raiche, Director of Planning and development Services; spoke in favor of LAGERS and requested the City Council reconsider Bill 11005 pertaining to LAGERS.
6. Andy Huber, GIS Technician; spoke in favor of LAGERS and requested the City Council reconsider Bill 11005 pertaining to LAGERS.

CONSENT AGENDA

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

- a) Approval of the October 5, 2023 Council Meeting Minutes
- b) Resolution 113-2023, accepting the bid of Imperial Bag & Paper Co. at the rates provided in the bid tab sheet for paper products for the Warehouse Division on an as needed basis, for an initial term of 12 months with the option to renew for



WHERE COMMUNITY AND SPIRIT MEET

DRAFT

up to four additional 12 month terms, pending budgetary approval, and authorizing and directing the Mayor to enter into a contract

UNFINISHED BUSINESS

Bill 11002, amending the provisions of the Municipal Code of Ordinances, Appendix D – Industrial Development Authority, regarding requirements for Directors was brought before the City Council.

Roll Call:

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

The bill, having received majority approval of the Council, was adopted and became Ordinance 10830.

Bill 11003, appropriating \$27,714 from the Equitable Sharing Fund Balance to the Police Department Rolling Stock Account, accepting the bid of Polaris Sales, Inc. in the amount of \$27,713.64 (pursuant to Sourcewell Cooperative Contract) for the purchase of a Polaris Ranger Crew XP 1000 for the Police Department and authorizing and directing the Director of Procurement to issue a Purchase Order was brought before the City Council.

Roll Call:

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

The bill, having received majority approval of the Council, was adopted and became Ordinance 10831

Bill 11004, authorizing and directing the Mayor to enter into a Missouri Highways and Transportation Commission Transportation Enhancements Funds Program Agreement for the TAP-5502(616) Grant's Trail Extension Phase I Project was brought before the City Council. A discussion took place.



WHERE COMMUNITY AND SPIRIT MEET

DRAFT

Roll Call:

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

The bill, having received majority approval of the Council, was adopted and became Ordinance 10832

NEW BUSINESS

Bill 11006, appropriating \$25,000 from the Equitable Sharing Fund Balance to the Police Department Training Account for training for the Police Department was brought before the City Council. Motion was made by Council Member Zimmer and seconded by Council Member Gibbons to accept the Bill as read.

The bill received first reading approval and was held over.

Bill 11007, appropriating \$63,100 from the Equitable Sharing Fund Balance to the Police Department Professional Services Account for the Police Department was brought before the City Council. Motion was made by Council Member Zimmer and seconded by Council Member Duwe to accept the Bill as read. Discussion took place.

The bill received first reading approval and was held over.

Resolution 114-2023, accepting the bid of Fletcher-Reinhardt in the amount of \$36,980.52 for the purchase of six potential transformers for the Sugar Creek Substation the Electric 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 Luetzow and seconded by Council Member Duwe to accept the Resolution as read.

Roll Call:

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



WHERE COMMUNITY AND SPIRIT MEET™

DRAFT

Resolution 115-2023, accepting the bid of Electrorep Energy Products in the amount of \$27,000 for the purchase of Outdoor 38kV 1200A Manually Operated Disconnect Switches and Accessories for the Sugar Creek Substation the Electric 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 Duwe and seconded by Council Member Luetzow to accept the Resolution as read.

Roll Call:

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

Resolution 116-2023, accepting the single source proposal of Avail Switchgear Systems in the amount of \$23,700 for a total not to exceed amount of \$1,795,845 for additional switchgear terminal blocks and test switches for the Sugar Creek Substation for the Electric Department and authorizing and directing the director of Procurement to issue an amended Purchase Order was brought before the City Council. Motion was made by Council Member Luetzow and seconded by Council Member Zimmer to accept the Resolution as read. Discussion took place.

Roll Call:

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

Resolution 117-2023, accepting the proposal of Schaeffer Electric Company, Inc. at the rates provided in the bid tab sheet for Electrical Services and Support for the City of Kirkwood, on an as needed basis, for an initial term of 12 months with the option to renew for up to four additional 12 month terms, pending budgetary approval, and authorizing and directing the Mayor to enter into a contract was brought before the City Council. Motion was made by Council Member Luetzow and seconded by Council Member Zimmer to accept the Resolution as read.



WHERE COMMUNITY AND SPIRIT MEET

DRAFT

Roll Call:

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

Resolution 118-2023, accepting the bid of Jokerst Paving in the amount not to exceed of \$969,338.35 (which includes a contingency of \$125,000) for the Longview Boulevard Improvements Project for the Engineering Department and authorizing and directing the Mayor to enter into a contract was brought before the City Council. Motion was made by Council Member Duwe and seconded by Council Member Zimmer to accept the Resolution as read. Discussion took place.

Roll Call:

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

Resolution 119-2023, amending the contract with Crawford, Murphy, and Tilly, Inc. by increasing the amount by \$169,642.76 (which includes a contingency of \$10,000) for a total not to exceed amount of \$389,424.76 for Construction Engineering Services for the STP-5502(609) Geyer Road Resurfacing Phase II Project and authorizing and directing the Mayor to enter into an amended contract was brought before the City Council. Motion was made by Council Member Luetzow and seconded by Council Member Zimmer to accept the Resolution as read. Discussion took place.

Roll Call:

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



WHERE COMMUNITY AND SPIRIT MEET

DRAFT

Resolution 120-2023, accepting the bid of Raineri Construction in the not to exceed amount of \$1,902,721.27 (which includes a contingency of \$172,974.66) for the Federal Project STP-5502(609) Geyer Road Phase II Project and authorizing and directing the Mayor to enter into a contract was brought before the City Council. Motion was made by Council Member Duwe and seconded by Council Member Zimmer to accept the Resolution as read.

Roll Call:

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

Resolution 121-2023, accepting the proposal of ETC Institute in the amount not to exceed of \$21,500 for a single City of Kirkwood community survey and authorizing and directing the Mayor to enter into a contract was brought before the City Council. Motion was made by Council Member Luetzow and seconded by Council Member Zimmer to accept the Resolution as read.

Roll Call:

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

Resolution 122-2023, determining the intent of the City of Kirkwood, Missouri, to reimburse itself for certain Capital expenditures with the proceeds of City's certificates of participation; and engaging the services of WM Financial Strategies, as Municipal Advisor, and Gilmore & Bell, P.C., as Special Tax Counsel, in connection with the delivery thereof was brought before the City Council. Motion was made by Council Member Luetzow and seconded by Council Member Zimmer to accept the Resolution as read.

Roll Call:

Mayor Griffin	"Yes"
Council Member Duwe	"Yes"
Council Member Gibbons	"Yes"



WHERE COMMUNITY AND SPIRIT MEET™

DRAFT

Council Member Luetzow	"Yes"
Council Member Sears	"Yes"
Council Member Wurtz	"Yes"
Council Member Zimmer	"Yes"

CONSENT AGENDA ITEMS FOR DISCUSSION NONE

CITY COUNCIL REPORTS

Council Member Zimmer informed Council that he is attending the Shepherd's Center 25th Anniversary Luncheon on Friday, October 20th from 12-2 pm.

CHIEF ADMINISTRATIVE OFFICER REPORT

Mr. Hawes had nothing to report

CITY ATTORNEY REPORT

Mr. Hessel had nothing to report.

CITY CLERK REPORT

Ms. Asche reported an upcoming Public Hearing:

November 2, 2023

Approval of a Special Use Permit for an Indoor Amusement Facility (Little's Loft Play Café) at 117 W. Argonne Drive.

ADJOURNMENT

There being no further business to come before the Council, the formal meeting was adjourned at 8:00 p.m. The next regular meeting of the Kirkwood City Council will take place at 7:00 p.m. on November 2, 2023.

Laurie Asche
City Clerk

Approved:

RESOLUTION 123-2023

A RESOLUTION ACCEPTING THE BID OF DON BROWN CHEVROLET IN THE AMOUNT OF \$51,973 (PURSUANT TO STATE OF MISSOURI COOPERATIVE CONTRACT) FOR THE PURCHASE OF A 2024 CHEVY TAHOE SSV FOR THE FIRE DEPARTMENT AND AUTHORIZING AND DIRECTING THE DIRECTOR OF PROCUREMENT TO ISSUE A PURCHASE ORDER.

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

WHEREAS, staff recommends that the City purchase a 2024 Chevy Tahoe SSV for the Fire Department from Down Brown Chevrolet in the amount of \$51,973 under State of Missouri Cooperative Contract #CC240138005, and

WHEREAS, funds are available in Account #301-03-060-000-000-620050 (Rolling Stock), Project #FD2401.

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

SECTION 1. The Director of Procurement is hereby authorized and directed to issue a Purchase Order in the amount of \$51,973 to Don Brown Chevrolet under State of Missouri Cooperative Contract #CC240138005 for the purchase of a 2024 Chevy Tahoe SSV for the Fire Department.

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

PASSED AND APPROVED THIS 2ND DAY OF NOVEMBER 2023.

Mayor, City of Kirkwood

ATTEST:

City Clerk

Legislation Request

Resolution

Place On The Agenda Of: 11/2/2023

Step #1:

Strategic Plan Select... Goal # & Title

Background To Issue:

The Kirkwood Fire Department added the Battalion Chief position in 2022, at that time they utilized a reserve FD staff vehicle for daily responses as Kirkwood Battalion Chief 1502, this current reserve vehicle is a 2011 Chevrolet Tahoe. This reserve vehicle is still in front line response today.

Recommendations and Action Requested:

The recommendation is to accept the Missouri State Pricing from Don Brown Chevrolet to purchase a Chevrolet Tahoe for use by the on-duty Battalion Chief as 1502 response vehicle providing on-scene mobile command and response capabilities. This will provide a new response/command vehicle for the on-duty Battalion Chief and return the current utilized vehicle back to a spare vehicle within the FD.

Alternatives Available:

Alternatives to the plan are to remain using the reserve staff vehicle by FD, this option provides no reserve within the FD for routine maintenance or unexpected downtime of staff vehicles.

Does this project have a public information component? ☐ Yes ☒ No

Cost: \$51,973.00 Account #: 30103060000000620050

Project #: FD2401

If YES, Budgeted Amount: \$58,500.00

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

Department Head Comments:

Budgeted: YES

BY: James Silvernail

Date: 10/19/2023

Authenticated:

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



Kirkwood Fire Tahoe Only 10-
16-23[5].xlsx
Microsoft Excel Worksheet
37.9 KB

File Attachment

File Attachment

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

Approve

Purchasing Director's Comments:

BY: Sara Foan-Oliver

Date: 10/25/2023

Authenticated: sfo

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



202310251323.pdf
Adobe Acrobat Document
38.0 KB

File Attachment

File Attachment

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

Budgetary Approval

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

Budgetary appropriation is available and sufficient for \$51,973 in account 301-03-060-000-000-620050, Rolling Stock, Project FD2401, Rolling Stock to approve the above as requested.

BY: Sandra Stephens

Date: 10/25/2023

Authenticated: forgyjl

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

☒ Approve ☐ Disapprove

Chief Administrative Officer's Comments:

BY:

Date: 10/26/23



DON BROWN CHEVROLET

2244 S. KINGSHIGHWAY BLVD

ST. LOUIS, MO 63110

314-772-1400

Representative: Jeremy Kennedy

Cell: 314-800-6883

Client: City of Kirkwood

Attn: Chris Wenom

Address: 345 S Filmore

Kirkwood, MO 63122

Phone: 314-822-5831

Email: wenomcj@kirkwoodmo.org

Date: 10/16/2023

Customer's PO:

QUOTE

All quotes are good for 20 days.

QTY	DESCRIPTION	UNIT PRICE	TOTAL
	Contract # CC240138005		
1	2024 Chevy Tahoe SSV	\$ 49,682.00	\$ 49,682.00
1	Option 1 - (4) Extra Keys & Transmitters	\$ 69.00	\$ 69.00
1	Option 2 - Program Transmitters	\$ 130.00	\$ 130.00
1	Option 3 - Remote Vehicle Start	\$ 300.00	\$ 300.00
1	Option 8 - Victory Red Paint	\$ 495.00	\$ 495.00
1	Option A50 - Front Bucket Seat with Full Floor Console	\$ 375.00	\$ 375.00
1	Option RD4 - 20" Wheels	\$ 775.00	\$ 775.00
1	Option QAE - All Terrain Tires	\$ 98.00	\$ 98.00
1	Option V76 - Front Recovery Hooks	\$ 49.00	\$ 49.00
Equipment Total			\$ -
Grand Total			\$ 51,973.00

Signature and Date

--

Client Signature

Date

October 23, 2023

To: Russell B. Hawes, Chief Administration Officer

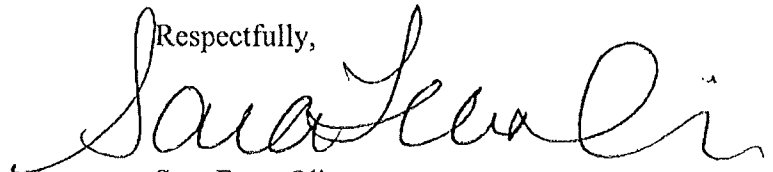
For Your Consideration: 2024 Chevy Tahoe SSV, Bid # 501029

<u>Vendor – Don Brown Chevrolet</u>	<u>Unit Price</u>
2024 Chevrolet Tahoe SSV	\$49,682.00
Four (4) Extra Keyless Entry Transmitters	\$69.00
Program Transmitters	\$130.00
Remote Vehicle Start	\$300.00
Victory Red Paint	\$495.00
Front Bucket Seat with Full Floor Console	\$375.00
20" Wheels	\$775.00
All Terrain Tires	\$98.00
Front Recovery Hooks	\$49.00
Total Vehicle Cost	\$51,973.00

The City of Kirkwood may use cooperative contracts that are competitively bid. The State of Missouri competitively bid **2024 Chevy Tahoe SSV** and Don Brown Chevrolet was the lowest responsible and responsive bid. The State of Missouri contract number is CC240138005.

Attached is a request from James Silvernail, Fire Chief, for a resolution authorizing a purchase order in the amount of \$51,973.00 to be issued to Don Brown Chevrolet for the purchase of a **2024 Chevy Tahoe SSV** for the Fire Department.

Respectfully,



Sara Foan-Oliver
Director of Procurement

RESOLUTION 124-2023

A RESOLUTION ACCEPTING THE BID OF NETWORK TECHNOLOGY PARTNERS IN THE AMOUNT OF \$19,792.08 FOR SOPHOS SOFTWARE LICENSE RENEWAL FOR THE MIS DEPARTMENT AND AUTHORIZING AND DIRECTING THE DIRECTOR OF PROCUREMENT TO ISSUE A PURCHASE ORDER.

WHEREAS, pursuant to law, the City solicited bids for Sophos Software License Renewal for the MIS Department, and

WHEREAS, the most responsible bid received was that of Network Technology Partners in the amount of \$19,792.08 which bid acceptance is approved by the Chief Administrative Officer and recommended by the Director of Procurement and the Director of MIS, and

WHEREAS, funds are available in Account #101-01-025-000-000-522055 (Software Maintenance).

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

SECTION 1. The bid of Network Technology Partners in the amount of \$19,792.08 for Sophos Software License Renewal for the MIS Department is hereby accepted and approved.

SECTION 2. The Director of Procurement is hereby authorized and directed to issue a Purchase Order in the amount of \$19,792.08 to Network Technology Partners for Sophos Software License Renewal for the MIS Department.

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

PASSED AND APPROVED THIS 2ND DAY OF NOVEMBER 2023.

Mayor, City of Kirkwood

ATTEST:

City Clerk

Legislation Request

Resolution

Place On The Agenda Of: 11/16/2023

Step #1:

Strategic Plan NO

Goal # & Title

Background To Issue:

renewal of anti-spam and anti-virus software for all devices on city network.

Recommendations and Action Requested:

accept the bid from NTP as the lowest responsible bid

Alternatives Available:

Does this project have a public information component? ☐ Yes ☒ No

Cost: \$19,792.08

Account #: 101-01-025-000-000-522055

Project #:

If YES, Budgeted Amount: \$20,000.00

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

Department Head Comments:

Budgeted: YES

BY: Kevin Campe

Date: 10/24/2023

Authenticated:

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

 File Attachment

 File Attachment

 File Attachment

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

Approve

Purchasing Director's Comments:

BY: Sara Foan-Oliver

Date: 10/25/2023

Authenticated: sfo

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



202310251405.pdf
Adobe Acrobat Document
33.3 KB

File Attachment

File Attachment

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

Budgetary Approval

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

Budgetary appropriation is available and sufficient for \$19,793 in account 101-01-025-000-000-522055, Software Maintenance to approve the above as requested.

BY: Sandra Stephens

Date: 10/25/2023

Authenticated: forgyjl

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

☒ Approve ☐ Disapprove

Chief Administrative Officer's Comments:

BY:

Date: 10/26/23

October 25, 2023

To: Russell Hawes, Chief Administrative Officer

For Your Consideration: Sophos/Central Intercept Software Renewal, Bid # 13987


An invitation for bid was issued to 108 vendors on October 9, 2023 for Sophos/Central Intercept software renewal. Sophos is the software that the City currently uses for anti-spam and anti-virus protection.

Bids were received from Network Technology Partners and NH&A, LLC, with Network Technology Partners being the lowest responsible bidder.

<u>Vendor</u>	<u>Total Cost</u>
Network Technology Partners	\$19,792.08
NH&A, LLC	\$23,421.70

Attached is a request from Kevin Campe, MIS Director, for a resolution authorizing a purchase order to be issued to Network Technology Partners in the amount of \$19,792.08 for the renewal of the City's Sophos/Central Intercept software.

Respectfully,



Sara Foan-Oliver
Procurement Director

BILL 11006

ORDINANCE

AN ORDINANCE APPROPRIATING \$25,000 FROM THE EQUITABLE SHARING FUND BALANCE TO THE POLICE DEPARTMENT TRAINING ACCOUNT FOR TRAINING FOR THE POLICE DEPARTMENT.

WHEREAS, the Police Department is requesting funds be appropriated to supplement training and training related travel expenses, and

WHEREAS, funds in the amount of \$25,000 needs to be appropriated from the Equitable Sharing Fund Balance to Account #205-02-050-000-000-520065 (Training).

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

SECTION 1. Funds in the amount of \$25,000 are hereby appropriated from the Equitable Sharing Fund Balance to Account #205-02-050-000-000-520065 (Training).

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
1st Reading:
2nd Reading:

Legislation Request

Ordinance

Place On The Agenda Of: 10/19/2023

Step #1:

Strategic Plan NO

Goal # & Title

Background To Issue:

The Police Department is requesting the use of equitable sharing funds to supplement training and training related travel accounts. Training continues to be a vital component of successful, professional and responsive policing, and the need for training and the costs associated with it continue to rise.

Recommendations and Action Requested:

The Police Department is requesting City Council approval of the appropriation of \$25,000 from Equitable Sharing fund balance for training and related travel expenses, to be utilized across a broad spectrum of training types for both officers and civilians.

Alternatives Available:

Not attend training this would fund.

Does this project have a public information component? ☐ Yes ☒ No

Cost: \$25,000.00

Account #: 20502050000000520065

Project #:

If YES, Budgeted Amount: \$95,800.00

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

Department Head Comments:

Budgeted: YES

BY: Brian Murphy

Date: 10/4/2023

Authenticated: folluojd

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

 File Attachment

 File Attachment

 File Attachment

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

Approve

Purchasing Director's Comments:

BY: Sara Foan-Oliver

Date: 10/4/2023

Authenticated: sfo

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

 File Attachment

 File Attachment

 File Attachment

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

Appropriation

From Account # or Fund Name: Equitable Sharing Fund Balance

To Account # or Fund Name: 20502050000000520065

Finance Director's Comments:

Equitable Sharing Fund fund balance is available and sufficient to appropriate \$25,000 to GL account 205-02-050-000-000-520065, Training as requested above.

BY: Sandra Stephens

Date: 10/9/2023

Authenticated: stephesf

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

☒ Approve ☐ Disapprove

Chief Administrative Officer's Comments:

BY: 

Date: 10-16-23

BILL 11007

ORDINANCE

AN ORDINANCE APPROPRIATING \$63,100 FROM THE EQUITABLE SHARING FUND BALANCE TO THE POLICE DEPARTMENT PROFESSIONAL SERVICES ACCOUNT FOR THE POLICE DEPARTMENT.

WHEREAS, the Police Department is requesting funds be appropriated to supplement expenses related to the AXON body worn cameras and other Police services, and

WHEREAS, funds in the amount of \$63,100 needs to be appropriated from the Equitable Sharing Fund Balance to Account #205-02-050-000-000-520065 (Training).

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

SECTION 1. Funds in the amount of \$63,100 are hereby appropriated from the Equitable Sharing Fund Balance to Account #205-02-050-000-000-520065 (Training).

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
1st Reading:
2nd Reading:

Legislation Request

Ordinance

Place On The Agenda Of: 10/19/2023

Step #1:

Strategic Plan NO

Goal # & Title

Background To Issue:

The Police Department is requesting the use of equitable sharing funds to supplement the professional services budget account, specifically for Officer Safety 7 Plan Plus Package services from AXON, including Body Worn Cameras, Evidence.com storage and editing software for body worn camera footage, Taser equipment, unmanned aircraft software, Standards software and other items related to AXON services. There is an existing contract in place with AXON.

Recommendations and Action Requested:

The Police Department is requesting City Council approval of the appropriation of \$63,100 from Equitable Sharing fund balance, and payment to AXON Enterprise, Inc. for the items and services described in the background section above.

Alternatives Available:

Not use AXON body worn cameras or other services.

Does this project have a public information component? ☐ Yes ☒ No

Cost: \$63,100.00

Account #: 20502050000000520075

Project #:

If YES, Budgeted Amount: \$70,500.00

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

Department Head Comments:

Budgeted: YES

BY: Brian Murphy

Date: 10/4/2023

Authenticated: folluojd

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

 File Attachment

 File Attachment

 File Attachment

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

Approve

Purchasing Director's Comments:

BY: Sara Foan-Oliver

Date: 10/4/2023

Authenticated: sfo

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

 File Attachment

 File Attachment

 File Attachment

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

Appropriation

From Account # or Fund Name: Equitable Sharing Fund Balance

To Account # or Fund Name: 20502050000000520075

Finance Director's Comments:

Equitable Sharing Fund fund balance is available and sufficient appropriate \$63,100.00 to GL account 205-02-050-000-000-520075, Professional Services as requested above.

BY: Sandra Stephens

Date: 10/9/2023

Authenticated: stephesf

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

☒ Approve ☐ Disapprove

Chief Administrative Officer's Comments:

BY: 

Date: 10-16-23

BILL 11008

ORDINANCE

AN ORDINANCE OF THE CITY OF KIRKWOOD, MISSOURI, AUTHORIZING THE CITY OF KIRKWOOD TO PARTICIPATE IN THE MISSOURI FIREFIGHTERS CRITICAL ILLNESS TRUST AND POOL, AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE SUCH DOCUMENTS AS MAY BE NECESSARY FOR THE CITY OF KIRKWOOD'S PARTICIPATION THEREIN.

WHEREAS, The Missouri Firefighter Critical Illness Trust and Pool (herein "MFFCIT") has created a critical illness pool as authorized by Section 320.400 and 537.620 RSMo, to create an alternative for public sector agencies seeking to control rising costs due to critical illnesses, including cancers, in firefighters, and

WHEREAS, Missouri statutes require such an entity to be formed by agreement of at least three public sector agencies, and

WHEREAS, upon a proper application, a new entity has been created and approved by the Director of the Division of Commerce and Insurance and Missouri Secretary of State, and

WHEREAS, the new entity, called "Missouri Fire Fighter Critical Illness Trust and Pool," is a separate body corporate and trust, under the oversight of a Board of Trustees and the participating agencies, and

WHEREAS, MFFCIT will safeguard, manage, and provide for administrative services for MFFCIT, and

WHEREAS, by agreeing to be one of the agencies participating in MFFCIT, this City of Kirkwood is not forever bound to participate in MFFCIT, but does so by agreement;

WHEREAS, upon proper consideration the City believes that participating in the MFFCIT risk pool is in the best interests of the City of Kirkwood.

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

SECTION 1. The City of Kirkwood hereby declares its intent to become a member of MFFCIT and to participate thereof upon approval of Board of Trustees of MFFCIT.

SECTION 2. The Mayor is hereby authorized and directed to sign all documents necessary or expedient for the City of Kirkwood to participate in the MFFCIT, including Trust/Pool Agreement and Bylaws, agreeing to adhere to the rules of said documents, and to be bound together with other members thereby.

Legislation Request

Ordinance

Place On The Agenda Of: 11/2/2023

Step #1:

Strategic Plan NO

Goal # & Title

Background To Issue:

In 2021 the Missouri Fire Fighter Critical Illness Trust and Pool was created through funding acquired through the State of Missouri to provide an additional benefit for firefighters who are diagnosed with 17 forms of cancer. This program is a nontaxable accident coverage benefit intended to supplement or pay for the out-of-pocket expenses and provide additional compensation for other benefits for firefighters. This pool would provide up to \$100,000 of coverage to The City of Kirkwood's Firefighters at a nominal cost with the rate for CY2024 at \$55 per eligible Firefighter per year.

Recommendations and Action Requested:

Enter into agreement with the Missouri Fire Fighter Critical Illness Trust and Pool to enroll our qualifying Firefighters with 5 years of Firefighting experience at the \$100,000 benefit level.

Alternatives Available:

Does this project have a public information component? ☐ Yes ☒ No

Cost: \$2,420.00

Account #: 101-03-060-061-000-610040

Project #:

If YES, Budgeted Amount: \$2,420.00

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

Department Head Comments:

Budgeted: YES

BY: David Weidler

Date: 10/26/2023

Authenticated: weidledc

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

 File Attachment

 File Attachment

 File Attachment

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

Approve

Purchasing Director's Comments:

BY: Sara Foan-Oliver

Date: 10/26/2023

Authenticated: sfo

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

 File Attachment

 File Attachment

 File Attachment

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

Budgetary Approval

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

Budgetary appropriation is available and sufficient for \$2,420 in account 101-03-060-061-000-610040, Small Cap Health & Exercise to approve the above as requested.

BY: Sandra Stephens

Date: 10/26/2023

Authenticated: forgyjl

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

☒ Approve ☐ Disapprove

Chief Administrative Officer's Comments:

BY: 

Date: 10/26/23

RESOLUTION 125-2023

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A MASTER POWER PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF KIRKWOOD AND CORDELIO/MORAINES SANDS, LLC FOR FUTURE ENERGY AND CAPACITY TRANSACTIONS FOR THE KIRKWOOD ELECTRIC DEPARTMENT.

WHEREAS, the City of Kirkwood Electric Department executes master agreements with potential energy and capacity vendors to pre-qualify them for bids, and

WHEREAS, currently the Electric Department does not have any transactions to execute with Cordelio/Moraine Sands, LLC, but would like to make them a viable bidder for future energy and capacity transactions, and

WHEREAS, Moraine Sands, LLC is the name of the wind farm, which is a subsidiary company to Cordelio, and

WHEREAS, the Electric Department recommends that the City Council authorize the Mayor to enter into a Master Power Purchase and Sale Agreement between the City of Kirkwood and Cordelio/Moraine Sands, LLC for future energy and capacity transactions.

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

SECTION 1. The Mayor is hereby authorized and directed to enter into a Master Power Purchase and Sale Agreement between the City of Kirkwood and Cordelio/Moraine Sands, LLC for future energy and capacity transactions for the Kirkwood Electric Department.

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

PASSED AND APPROVED THIS 2ND DAY OF NOVEMBER 2023.

Mayor, City of Kirkwood

ATTEST:

City Clerk

Legislation Request

Resolution

Place On The Agenda Of: 11/2/2023

Step #1:

Strategic Plan YES

Goal # & Title Goal 2, Objective 3B: Maintain utility rates that keep up with mar...

Background To Issue:

Kirkwood Electric executes master agreements with potential energy and capacity vendors to pre-qualify them for bids. Kirkwood Electric has been working with it's legal team at Spiegel & McDairmid and its energy consultant GDS Associates in order to establish a master agreement with Cordelio. Currently the department does not have any transactions to execute with Cordelio but wants to make them a viable bidder. Any transaction executed with Cordelio will require council approval prior to the execution of a transaction.

Recommendations and Action Requested:

Approval of a resolution to authorize the Director of Procurement to enter into a master agreement with Cordelio for future energy and/or capacity transactions.

Alternatives Available:

Bilateral agreements are great for avoiding price spikes in the market. Executing master agreements with vendors prior to transactions enables to department to monitor pricing and timing and transact at the appropriate time.

Does this project have a public information component? ☐ Yes ☒ No

Cost: \$0.00

Account #: 501-20-250-252-000-531005

Project #:

If YES, Budgeted Amount: \$22,500,000.00 If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

Budgeted: YES

The department recommends approval of the resolution. We're always monitoring the market to minimize wholesale electricity costs.

BY: Mark Petty

Date: 10/23/2023

Authenticated:

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



Moraine Capacity
Confirmation - Draft for KIRK
October 11 2023.docx
Microsoft Word Document
36.7 KB



Moraine EEI Cover Sheet -
Draft for KIRK October 11
2023.docx
Microsoft Word Document
46.8 KB

File Attachment

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

Approve

Purchasing Director's Comments:

BY: Sara Foan-Oliver

Date: 10/23/2023

Authenticated: sfo

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

 File Attachment

 File Attachment

 File Attachment

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

Select...

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

BY: Select...

Date:

Authenticated:

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

☒ Approve

☐ Disapprove

Chief Administrative Officer's Comments:

BY:



Date:

10/26/23

Date:

To: Moraine Sands Wind Power, LLC

Attention:

Phone No.:

Fax No.:

Email:

From: City of Kirkwood

Contact: Mark Petty, General Manager

Phone:

Fax:

Email:

Reference No.:

Trade Date:

CONFIRMATION

This electronic communication and any attachments hereto, are intended only for use by the addresses(s) named herein and may contain legally privileged and/or confidential information, which is exempt from disclosure under applicable law. If you are not the intended recipient of this electronic communication, you are hereby notified that any examination, dissemination, disclosure, distribution, or copying of, or reliance on or use of this electronic communication, and any attachments hereto, is strictly prohibited. If you have received this electronic communication in error, please notify me immediately on the above telephone number and permanently destroy all copies of this electronic communication.

This Confirmation supplements, forms a part of, and is subject to, the EEI Master Agreement dated as of [] as amended and supplemented from time to time (the "**Master Agreement**") between Moraine Sands Wind Power, LLC ("**Seller**") and City of Kirkwood ("**Buyer**"). All provisions contained in the Master Agreement govern this Confirmation except as expressly modified below. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Master Agreement. Capitalized terms used but not defined herein or in the Master Agreement shall have the meanings ascribed to such terms in the MISO Documents.

This Confirmation dated [] (the "**Effective Date**") confirms the terms pursuant to which Buyer has agreed to purchase from Seller and Seller has agreed to sell to Buyer, firm capacity (the "**Transaction**"). The terms are as follows:

Buyer: City of Kirkwood ("**KIRK**")

Seller: Moraine Sands Wind Power, LLC ("Moraine Sands")

Product:

A share of all rights to the capacity of the Moraine Sands unit. This capacity is currently denominated as Zonal Resource Credits (“ZRCs”), as defined in the (i) the Midcontinent Independent System Operator, Inc. (“MISO”) Open Access Transmission, Energy and Operating Reserve Markets Tariff, as may be amended from time to time (“MISO Tariff”); and (ii) the MISO Resource Adequacy Business Practices Manual, as may be amended from time to time (“RA BPM”, or together with the MISO Tariff, the “MISO Documents”).

Seller will source all ZRCs from the designated Capacity Resource owned and operated by Moraine Sands (the “Project”). The Project is located within Local Resource Zone 4, as defined in the MISO Documents. For clarification purposes, the Parties acknowledge and understand that, in accordance with the MISO Documents, one ZRC shall represent one megawatt (“MW”) of Unforced Capacity (“Capacity”), as a credit in the MISO Module E-1 Capacity Tracking System or any successor system (“MECT”), which is eligible to be offered by a Market Participant into the MISO Planning Resource Auction (“PRA”), to be sold bilaterally as such term is defined in the MISO Documents.

The Project is an intermittent wind generation facility which expects to receive MISO accreditation for MISO Planning Year (“PY”) 2024/25 through MISO Planning Year 2033/34. This contract is for KIRK’s share of the facility’s full capacity accreditation, which will be a uniform 33.3% across all seasons. Because intermittent resources in MISO have their accreditation revised each year per performance and for each season, the Quantity of ZRCs listed below are estimated for the Delivery Term. Buyer and Seller acknowledge and agree that the Quantity of ZRCs will be automatically revised to reflect MISO’s then-current accreditation and acknowledge and agree that the Quantity of ZRCs may increase or decrease.

The Project’s capacity accreditation will be allocated 33.3% to Buyer.

Delivery Term:

MISO PY 2024/25 through MISO PY 2033/34, through and including the dates June 1, 2024 through and including May 31, 2034 (“Planning Years” and each June 1 to May 31 period is a “Planning Year” or “PY”).

The Product specifications for the Product being transferred hereunder shall be as follows. These shall be binding for PY 2024/25 only, and are an estimate subject to increase or decrease depending on MISO accreditation for all forthcoming MISO PY:

Planning Year(s)	Local Resource Zone	Estimated Quantity (# of ZRCs) by Season	Contract Price (\$ per kW-Month)	Estimated Purchase Price (\$/month)	Source Unit Name
6/1/2024 through 5/31/2034	Local Resource Zone 4	Winter: 15.3 Spring: 15.7 Summer: 11.0 Fall: 13.0	\$XXX/kW-Month	Winter: \$XXX Spring: \$XXXX Summer: \$XXXXX Fall: \$XXXXX	Moraine Sands Wind Power, LLC
Estimated Contract Total for PY 2024/25 through 2033/34				\$XXXXX	

Special Conditions:

1. Delivery and Receipt.

Seller shall accomplish delivery of the quantity of the Product (the “Quantity”) by submitting the appropriate transaction(s) in MISO’s Module E-1 capacity tracking system, or any successor system (“MECT”) to electronically assign the Quantity to Buyer. Buyer shall accomplish receipt of the Quantity by confirming the appropriate transaction(s) submitted by Seller in the MECT after notice by Seller to Buyer. With respect to each Planning Year, Seller and Buyer shall accomplish delivery and receipt of the Quantity by submitting and confirming the appropriate transaction(s) in the MECT at least five (5) Business Days prior to the “Transfer Deadline,” such Transfer Deadline being the opening of the offer window for MISO’s PRA for the applicable Planning Year. The submitting and confirming of the appropriate transaction(s) in the MECT shall be conducted by the Parties in accordance with the requirements of the MISO Documents and other applicable rules adopted by the MISO regarding the MECT.

Submitting and confirming the Transaction in the MECT shall be conducted in good faith by the Parties in accordance with the requirements of the MISO Documents and other applicable rules adopted by the MISO. Subject to Force Majeure, Buyer shall have no obligation to accept delivery of the Product delivered after the Delivery Deadline and Seller shall have no obligation to maintain availability of the Product after the Receipt Deadline. Notwithstanding Section 10.3 of the Master Agreement, title and risk of loss related to the Product shall transfer from Seller to Buyer when the Product is successfully electronically transferred from Seller’s MECT account to Buyer’s MECT account in accordance with the requirements specified herein.

2. Payment Terms:

Seller shall invoice Buyer on a monthly basis for the Quantity commencing upon delivery of the Annual Quantity for each Planning Year. The monthly payment amount shall equal the seasonal Quantity multiplied by the seasonal Contract Price multiplied by 1000. Payment timing shall be in accordance with Section 6.2 of the Master Agreement. Each invoice shall

be due and payable by Buyer within thirty (30) days of Buyer's receipt of such invoice.

3. Failures to Deliver and/or Receive.

If Seller fails to deliver all or a portion of the Contract Quantity, or Buyer fails to receive all or portion of the Contract Quantity, by the applicable Transfer Deadline, the following payment applies for the undelivered Contract Quantity ("Non-Performance Payment"):

The Contract Price *minus* the Replacement Price *times* the undelivered Contract Quantity. With respect to both Parties:

"Replacement Price" means, for each applicable Planning Year, (i) the Auction Clearing Price for Capacity, stated in \$/kW-Month, for Local Resource Zone 4 or Effective Date Local Resource Zone, as applicable; or, if Seller/Buyer is unable to sell/purchase Capacity to replace the Capacity not received/delivered by the other Party at the annual market clearing price for Capacity for Local Resource Zone 4 or Effective Date Local Resource Zone, as applicable, then (ii) the price, stated in \$/kW-Month, that Seller/Buyer, acting in a commercially reasonable manner, is able to ascertain from other *bona fide* third-party offers to buy/sell the Capacity not received/delivered by the other Party. Notwithstanding any other provision herein, neither Party shall be required to enter into a replacement transaction(s) in order to determine Replacement Price.

If the Non-Performance Payment is positive, Buyer shall pay Seller the Non-Performance Payment; *provided, however*, that if the Seller is the defaulting party, the Non-Performance Payment shall be zero. If the Non-Performance Payment is negative, Seller shall pay Buyer the absolute value of the Non-Performance Payment; *provided, however*, that if the Buyer is the defaulting party, the Non-Performance Payment shall be zero.

The invoice from the non-defaulting party for any amount owed by the defaulting party to the non-defaulting party pursuant to this provision shall include a written statement explaining in reasonable detail the calculation of such amount. As soon as the MISO accreditation process has completed with respect to the Project for all MISO PY starting with PY 2024/25, Seller shall provide written notice of the updated facility values and the corresponding volumes to Buyer as soon as practicable.

4. Limitation of Remedies.

The Parties acknowledge and agree that the remedies set forth herein regarding failures to deliver/receive shall supersede and replace the remedies set forth in Sections 4.1 and 4.2 of the Master Agreement with respect to this Transaction only.

5. Credit Support.

If a Party (the "Requesting Party") has reasonable grounds to believe that the other Party's (the "Non-Requesting Party") creditworthiness or performance under this Confirmation has

become unsatisfactory, the Requesting Party will provide the Non-Requesting Party with written notice requesting Performance Assurance in an amount equal to either (a) in the first five PY, \$XXXX or (b) in the last five PY, \$XXXX. Upon the Non-Requesting Party's receipt of such notice, (x) the Non-Requesting Party shall provide Performance Assurance, or a guaranty or other credit assurance reasonably acceptable to the Requesting Party in the applicable amount within ten (10) Business Days after receipt of notice from the Requesting Party, and (y) the Requesting Party shall provide Performance Assurance or a guaranty or other credit assurance reasonably acceptable to the Non-Requesting Party in the applicable amount within ten (10) Business Days after issuance of the notice to the Non-Requesting Party.

If Buyer is the Requesting Party, upon Seller's delivery of Performance Assurance or a guaranty or other credit assurance reasonably acceptable to Buyer in the applicable amount, the Contract Price shall automatically increase by \$XXXX/kW-month (for a total Contract Price of \$XXXX/kW-month), if the amount of such Performance Assurance, or a guaranty or other credit assurance is equal to \$XXXX or \$XXXX/kW-month (for a total Contract Price of \$XXXX/kW-month) if the amount of such Performance Assurance, or a guaranty or other credit assurance is equal to \$XXXX.

If Seller is the Requesting Party, upon Buyer's delivery of Performance Assurance or a guaranty or other credit assurance reasonably acceptable to Seller in the applicable amount, the Contract Price shall automatically decrease by \$XXXX/kW-month (for a total Contract Price of \$XXXX/kW-month), if the amount of such Performance Assurance, or a guaranty or other credit assurance is equal to \$XXXX or \$XXXX/kW-month (for a total Contract Price of \$XXXX/kW-month) if the amount of such Performance Assurance, or a guaranty or other credit assurance is equal to \$XXXX.

The Contract Price shall revert to \$XXXX/kw-month upon the date on which the Requesting Party provides notice in writing to the Non-Requesting Party that the previously requested Performance Assurance is no longer required and the Requesting Party has returned or released the Performance Assurance to the Non-Requesting Party. The Non-Requesting Party shall promptly (and in any event within three (3) Business Days after such notice and return or release of its Performance Assurance) return or release the Requesting Party's Performance Assurance.

In the event that a Party fails to provide such Performance Assurance, or a guaranty or other credit assurance reasonably acceptable to the other Party within the applicable timeframe set forth in this Section 5, then an Event of Default under Article Five of the Master Agreement will be deemed to have occurred with respect to the Party failing to provide Performance Assurance, or a guaranty or other credit assurance reasonably acceptable to the other Party, and the other Party will be entitled to the remedies set forth in Article Five of the Master Agreement.

Each of the Parties hereto hereby agrees that, notwithstanding any provisions of the law relating to adequate assurance of future performance, including, without limitation, Article 2-609 of the Uniform Commercial Code as from time to time in effect in the State of New York, it shall not be entitled to any assurance of performance or any collateral security or

credit support for the performance of its obligations under this Confirmation, other than as expressly set forth herein.

6. Contingencies.

For any portion of the Contract Quantity that is not approved by MISO as having Network Resource Interconnection Service (“NRIS”), then the purchase and sale of that quantity under this Confirmation is contingent on the extent of the successful confirmation of network integrated transmission service (“NITS”) by Buyer following Buyer’s use of best efforts to obtains such NITS. Seller agrees to reimburse Buyer for any direct out-of-pocket, documented costs actually paid by Buyer to MISO associated with the application process for designating the Project under NITS, subject to Seller’s approval of such estimated costs in advance of their incurrence. If network upgrades are required as a necessary condition of receiving said NITS award, Buyer shall have the right to elect not to pursue NITS, provided, that Buyer shall first provide notice in writing to Seller within twenty (20) Business Days after study receipt that Buyer does not desire to pursue such NITS and Seller shall have the option, in its sole discretion, to request that Buyer elect to pursue NITS and Seller shall reimburse Buyer for any direct out-of-pocket, documented costs actually paid by Buyer for such network upgrades. If and to the extent only partial NITS is awarded to Buyer, then only those portions of the Contract Quantity that either (1) have NRIS or (2) have energy resource interconnection service (“ERIS”) and with respect to which NITS is awarded (as determined by MISO) will be purchased and sold under this Confirmation, and Seller will have no obligation to sell and Buyer will have no obligation to purchase any portion of the Contract Quantity that has ERIS and for which Buyer is not awarded NITS. Seller shall have the right to sell and transfer such portion of the Contract Quantity that has ERIS and for which Buyer is not awarded NITS to any third parties.

7. Governing Terms.

This Confirmation is being provided pursuant to and in accordance with the Master Power and Sale Agreement dated [] (the “Master Agreement”) between Moraine Sands Wind Power, LLC and City of Kirkwood, and constitutes part of and is subject to the terms and provisions of such Master Agreement; *provided that* any conflict between the Master Agreement and this Confirmation shall be resolved in favor of this Confirmation solely for purposes of the Transaction.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Confirmation on their behalf as of the date first above written.

MORaine SANDS WIND POWER, LLC

By: _____
Name:
Title:

CITY OF KIRKWOOD

By: _____
Name: Tim Griffin
Title: Mayor, City of Kirkwood

MASTER POWER PURCHASE AND SALE AGREEMENT

COVER SHEET

This *Master Power Purchase and Sale Agreement* ("Master Agreement") is made as of the following date: October 11, 2023, 2023 ("Effective Date"). The *Master Agreement*, together with the exhibits, schedules and any written supplements hereto, the Party A Tariff, if any, the Party B Tariff, if any, any designated collateral, credit support or margin agreement or similar arrangement between the Parties and all Transactions (including any confirmations accepted in accordance with Section 2.3 hereto) shall be referred to as the "Agreement." The Parties to this *Master Agreement* are the following:

Name: Moraine Sands Wind Power, LLC ("Moraine Sands" or "Party A")

All Notices:

Street:

City: Zip:

Attn:

Phone:

Facsimile:

Duns:

Federal Tax ID Number:

Invoices:

Attn:

Phone:

Facsimile:

Scheduling:

Attn:

Phone:

Facsimile:

Payments:

Attn:

Phone:

Facsimile:

Wire Transfer:

BNK:

ABA:

ACCT:

ACCT Name:

Reference/Further Credit:

Credit and Collections:

Attn:

Phone:

Email:

With additional Notices of an Event of Default or Potential Event of Default to:

Attn:

Phone:

Facsimile:

Name: City of Kirkwood ("Counterparty" or "Party B")

All Notices:

Street:

City: Zip:

Attn:

Phone:

Email:

Duns:

Federal Tax ID Number:

Invoices:

Attn:

Phone:

Email:

Scheduling:

Attn:

Phone:

Email:

Payments:

Attn:

Phone:

Email:

Wire Transfer:

BNK:

ABA:

ACCT:

Credit and Collections:

Attn:

Phone:

Email:

With additional Notices of an Event of Default or Potential Event of Default to:

Attn:

Phone:

Email:

The Parties hereby agree that the General Terms and Conditions are incorporated herein, and to the following provisions as provided for in the General Terms and Conditions:

Party A Tariff Tariff: Market Based Rate Tariff Dated: July 17, 2021 Docket Number: ER21-2445-000

Party B Tariff Tariff N/A Dated _____ Docket Number _____

Article Two

Transaction Terms and Conditions ☒ Optional provision in Section 2.4. If not checked, inapplicable.

Article Four

Remedies for Failure to Deliver or Receive ☒ Accelerated Payment of Damages. If not checked, inapplicable.

Article Five

Events of Default; Remedies	<input checked="" type="checkbox"/> Cross Default for Party A:	
	<input checked="" type="checkbox"/> Party A: Moraine Sands Wind Power, LLC	Cross Default Amount \$50,000,000
	<input type="checkbox"/> Other Entity:	Cross Default Amount: _____
	<input checked="" type="checkbox"/> Cross Default for Party B:	
	<input checked="" type="checkbox"/> Party B: City of Kirkwood	Cross Default Amount \$50,000,000
	<input type="checkbox"/> Other Entity: _____	Cross Default Amount \$ _____

5.6 Closeout Setoff

- ☒ Option A (Applicable if no other selection is made.)
- ☐ Option B - Affiliates shall have the meaning set forth in the Master Agreement unless otherwise specified as follows: _____
- ☐ Option C (No Setoff)

Article 8

Credit and Collateral Requirements

8.1 Party A Credit Protection:

(a) Financial Information:

- ☒ Option A
- ☐ Option B Specify: _____
- ☐ Option C Specify: _____

(b) Credit Assurances:

- ☒ Not Applicable
- ☐ Applicable

(c) Collateral Threshold:

- ☒ Not Applicable
- ☐ Applicable

If applicable, complete the following:

Party B Collateral Threshold:

Party B Independent Amount:

Party B Rounding Amount:

(d) Downgrade Event:

- ☒ Not Applicable
☐ Applicable

If applicable, complete the following:

- ☐ It shall be a Downgrade Event for Party B if Party B's Credit Rating falls below _____ from S&P or _____ from Moody's or if Party B is not rated by either S&P or Moody's
- ☐ Other:
Specify: _____

(e) Guarantor for Party B: N/A _____

Guarantee Amount: _____

8.2 Party B Credit Protection:

(a) Financial Information:

- ☒ Option A
☐ Option B Specify: _____
☐ Option C Specify: _____

(b) Credit Assurances:

- ☒ Not Applicable
☐ Applicable

(c) Collateral Threshold:

- ☒ Not Applicable
☐ Applicable

If applicable, complete the following:

Party A Collateral Threshold:

Party A Independent Amount:

Party A Rounding Amount:

(d) Downgrade Event:

- ☒ Not Applicable
☐ Applicable

If applicable, complete the following:

- ☐ It shall be a Downgrade Event for Party A if Party A's Guarantor falls below _____ from S&P or _____ from Moody's or if Party A is not rated by either S&P or Moody's
- ☐ Other:
Specify: _____

(e) Guarantor for Party A: _N/A_____

Guarantee Amount: _____

Article 10

Confidentiality

☒ Confidentiality Applicable

If not checked, inapplicable.

Schedule M

- ☐ Party A is a Governmental Entity or Public Power System
☐ Party B is a Governmental Entity or Public Power System
☐ Add Section 3.6. If not checked, inapplicable
☐ Add Section 8.6. If not checked, inapplicable

Other Changes

Specify, if any: See attached addendum.

Addendum to the
Master Power Purchase and Sales Agreement
Between Moraine Sands Wind Power, LLC
and
City of Kirkwood
dated
[_____]

The following amendments are made to the above referenced Master Power Purchase and Sales Agreement (the “Master Agreement”):

Article One: General Definitions

1. A new Section 1.0 is added: “Act” means the Missouri Constitution, Missouri Revised Statutes, and the Charter of the City of Kirkwood, Missouri.
2. Section 1.11 Costs: Delete the phrase “either in terminating any arrangement pursuant to which it has hedged its obligations or”.
3. Section 1.12 is amended to delete in the fourth line the word “issues” and replace it with word “issuer”.
4. Section 1.23(ii), in the second sentence, insert the following text after the word “hereunder”: “or to obtain the Product at a more advantageous price or advantageous terms and conditions from a third party supplier”
5. Section 1.45, insert the phrase “, guarantee (from a guarantor, in an amount, and in a form reasonably acceptable to the Secured Party),” after the word “Credit”.
6. Section 1.50 is amended to delete the reference to section “2.4” and add “2.5”.
7. Section 1.51 is amended to add the phrase "for delivery" immediately before the phrase "at the Delivery Point" in the second line. Also, Sec. 1.51 is amended to delete the phrase “at Buyer’s option” from the fifth line and replace it with “absent a purchase.” Sec. 1.51 is further amended by inserting the phrase “(other than penalties imposed on Buyer under an open access transmission tariff as a result of the non-delivery)” after “penalties” in the seventh line.
8. Section 1.53 is amended to delete the phrase “at Seller’s option” from the fifth line and replace it with “absent a sale.” Sec. 1.53 is further amended by inserting the phrase “(other than penalties imposed on Seller under an open access transmission tariff as a result of the non-receipt)” after “penalties” in the seventh line.

Article Two: Transaction Terms and Conditions

9. Section 2.4 is amended by adding the words “and confirmed in writing,” following the word “orally” in line seven.
10. Section 2.5 is amended to delete from the beginning of the first sentence the phrase “Unless a Party expressly objects to a Recording (defined below) at the beginning of a telephone conversation, each” and replacing it with the word “Each”.

Article Three: Obligations and Deliveries.

11. Section 3.2 is amended by inserting at the end thereof the following: "Product deliveries shall be Scheduled in accordance with the then-current applicable tariffs, protocols, operating procedures and Scheduling practices for the relevant region and system operator."

Article Four: Remedies for Failure to Deliver/Receive

12. Insert the following as new Section 4.3

“Section 4.3 Mitigation. Each Party has a duty to mitigate damages under this Agreement and will use commercially reasonable efforts to minimize any damages it may incur resulting from the other Party’s performance or nonperformance under this Agreement.”

12. Insert the following as new Section 4.4

“Section 4.4 Exclusivity. So long as any failure of Seller to schedule or deliver, or any failure of Buyer to schedule or receive, a Product does not constitute or result in an Event of Default as Defined in Article V, the remedies specified in this Article IV shall be the exclusive remedies available to Buyer for any failure of Seller to Schedule or deliver any Product, and to Seller for any failure of Buyer to schedule or receive a Product, and no other liability under any theory of law or equity shall attach in connection with such failure.”

Article Five: Events of Default; Remedies

13. Section 5.1(g) is amended as follows: (1) deleting “(i)” in the second line, (2) on line 6, after “indebtedness for borrowed money”, inserting “(excluding indebtedness for borrowed money where the creditor’s recourse on the obligation is limited to assets for which the money was borrowed)”, (3) deleting the clause “or becoming capable at such time of being declared” in the eighth and ninth lines, (4) deleting “or (ii) a default by such Party or any other party specified in the Cover Sheet for such Party in making on the due date therefor one or more payments, individually or collectively, in an aggregate amount of not less than the applicable Cross Default Amount (as specified in the Cover Sheet)”, and (5) adding after the word “payable” the following: “and, notwithstanding the foregoing, a default as described in this Section 5.1(g) shall not constitute an Event of Default if (A) the default was caused solely by error or omission of an administrative or operational nature, (B) funds were available to the relevant Party to make the payment when due, and (C) the payment is made within three (3) Local Business Days after such party’s receipt of written notice of its failure to pay.”

14. The following shall be added to the end of Section 5.4: “Notwithstanding any provision to the contrary contained in this Agreement, the Non-Defaulting Party shall not be required to pay to the Defaulting Party any amount under Article 5 until the Non-Defaulting Party receives confirmation satisfactory to it in its reasonable discretion (which may include an opinion of its counsel) that all other obligations of the Defaulting Party to make any payments to the Non-Defaulting Party under this Agreement have been fully performed.

15. Section 5.4, delete the phrase “two (2)” and insert the phrase “five (5)”.

16. Section 5.7 delete from line 2 “(a)” and “(b) a Potential Event of Default”.

Article Six: Payments and Netting

17. Section 6.3, in the fifth sentence, delete the words “two (2)” and insert the words “five (5)”.

Article Ten: Miscellaneous

18. Section 10.2 is amended by deleting subsection (ix) in its entirety and replaced with the following: “(ix) at the time of executing this Cover Sheet, (A) it is an ‘eligible contract participant’ as such term is defined in the Commodity Exchange Act, as amended (7 U.S.C. § 1(a)(18)); and (B) it is an ‘eligible commercial entity’ as such term is defined in the Commodity Exchange Act, as amended (7 U.S.C. § 1(a)(17)).” Section 10.2 is further amended by adding a new subsection (xiii) is added to Section 10.2 as follows: “(xiii) Party B represents and warrants to Party A continuing throughout the term of this Master Agreement, with respect to this Master Agreement and each Transaction, as follows: (i) all acts necessary to the valid execution, delivery and performance of this Master Agreement have been or will be taken and performed as required under the Act, (ii) all persons making up the governing body of Party B are the duly elected or appointed incumbents in their positions and hold such positions in good standing in accordance with the Act and other applicable law, (iii) entry into and performance of this Master Agreement by Party B are for a proper public purpose within the meaning of the Act and all other relevant constitutional, organic or other governing documents and applicable law, (iv) the term of this Master Agreement does not extend beyond any applicable limitation imposed by the Act or other relevant constitutional, organic or other governing documents and applicable law, and (v) Party B’s obligations to make payments hereunder are unsubordinated obligations and such payments are otherwise not subject to any prior claim under any and all bond ordinances or indentures to which it is a party, the Act and all other relevant constitutional, organic or other governing documents and applicable law and are available without limitation or deduction to satisfy all Party B’s obligations hereunder and under each Transaction.”

19. Section 10.4 is amended by inserting the phrase “except to the extent attributable to the indemnitee Party’s gross negligence, willful misconduct or bad faith. The obligation to indemnify may be limited by applicable law.” at the end of the first sentence.

20. Section 10.5 is amended to delete the following phrase “which consent may be withheld in the exercise of its sole discretion” and replace it with “which consent shall not be unreasonably withheld”. In clause (ii) replace the words “affiliate” and “affiliate’s”, with, “Affiliate” and “Affiliate’s, respectively and in clause (iii) add the phrase “of such Party and” immediately after the phrase “substantially all of the assets”. Section 10.5 is further amended by adding the following sentence at the end of the section: “In the case of (i), the non-transferring Party agrees, at the expense of the transferring Party, to take such action as the transferring Party may reasonably request to perfect the interest of any financing party in the rights of the transferring Party under this Agreement, including to consent to such interest and to agree to any customary delay, after the non-transferring Party first gives such financing party written notice of an event of default and permits the financing party to cure the event of default.”

21. Section 10.10 is deleted in its entirety and replaced with the following:

“10.10 Forward Contracts. The Parties intend that (i) any Transaction with a maturity date more than two days after the date the Transaction is entered into shall constitute a “forward contract” within the meaning of title 11 of the United States Code (the “Bankruptcy Code”); (ii) certain Transactions may constitute “swap agreements” within the meaning of the Bankruptcy Code; (iii) each of Party A and Party B is a “forward contract merchant” within the meaning of the Bankruptcy Code with respect to any Transactions that constitute “forward contracts” under statutory and decisional law in effect as of the date of this Agreement; (iv) all payments made or to be made by one Party to the other Party pursuant to this Agreement constitute “settlement payments” within the meaning of the Bankruptcy Code; (v) all transfers of Performance Assurance by one Party to the other Party under this Agreement constitute “margin payments” within the meaning of the Bankruptcy Code; and (vi) this Agreement constitutes a “master netting agreement” within the meaning of the Bankruptcy Code. In addition, each Party agrees that, at the time of executing this Cover Sheet, (A) it is an ‘eligible contract participant’ as such term is defined in the Commodity Exchange Act, as amended (7 U.S.C. § 1, et.seq.); and (B) it is an ‘eligible commercial entity’ as such term is defined in the Commodity Exchange Act, as amended (7 U.S.C. § 1, et.seq.).”

22. The following provision is added as Section 10.12:

“Waiver of Jury Trial. Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding relating to this Agreement.”

23. The following is added as a new Section 10.13:

“Section 10.13 Electric Imaged Documents. Any document generated by the parties with respect to this Agreement, including this Agreement, a Confirmation, or Recording, may be imaged and/or stored electronically (“Imaged Documents”). Imaged Documents may be introduced as evidence in any proceeding as if such were original business records and neither Party shall contest the admissibility of imaged Documents as evidence in any proceeding.”

24. The following is added as a new Section 10.14:

“10.14 Form of Agreement. The Parties hereby agree that, notwithstanding any executed copies of this Agreement that may include inconsistent text or otherwise appear altered, the text of the body of this Agreement is intended to and shall be the pre-printed form of Master Power Purchase & Sale Agreement, v. 2.1, as published and copyrighted by the Edison Electric Institute.”

25. The following provision is added as Section 10.15:

“10.15 FERC Standard of Review; Certain Covenants and Waivers

(a) Absent the agreement of all Parties to the proposed change, the standard of review for changes to any section of this Master Agreement (including all Transactions and/or Confirmations) specifying the rate(s) or other material economic terms and conditions agreed to by the Parties, whether proposed by a Party, a non-party or FERC acting sua sponte, shall solely be the “public interest” standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956)(the “Mobile-Sierra” doctrine).

(b) Each Party covenants and agrees not to seek to so obtain an order from FERC changing any section of this Master Agreement (including any applicable Transactions and/or Confirmations) specifying the rate(s) or other material economic terms and

conditions agreed to by the Parties. It is the express intent of the Parties that, to the fullest extent permitted by applicable law, the "sanctity of contract" principles acknowledged by FERC in its Notice of Proposed Policy Statement (Issued August 1, 2002) in Docket No. PL02-7-000, Standard of Review for Proposed Changes to Market-Based Rate Contracts for Wholesale Sales of Electric Energy by Public Utilities, ("NPPS") shall prevail. Neither Party shall unilaterally seek to obtain from FERC any relief changing the rate(s) and/or other material economic terms and conditions of their agreement(s), as set forth in this Master Agreement and in any Transactions or Confirmations, notwithstanding any subsequent changes in applicable law or market conditions that may occur. In the event it were to be determined that applicable law precludes the Parties from waiving their rights to seek changes from FERC to their market-based power sales contracts (including entering into covenants not to do so) then this Section 10.15(b) shall not apply, provided that, consistent with Section 10.15(a), neither Party shall seek any such changes except under the "public interest" standard of review and otherwise as set forth in Section 10.15(a).

(c) The Parties agree that in the event that any portion of this Section 10.15 is determined to be invalid, illegal or unenforceable for any reason, the provisions of Section 10.15(a) shall be unaffected and unimpaired thereby, and shall remain in full force and effect, to the fullest extent permitted by applicable law."

26. The following is added as a new Section 10.16

"10.16. No Immunity Claim. Party B warrants and covenants that with respect to its contractual obligations hereunder and performance thereof, it will not claim immunity on the grounds of sovereignty or similar grounds with respect to itself or its revenues or assets from (a) suit, (b) jurisdiction of court (including a court located outside the jurisdiction of its organization), (c) relief by way of injunction, order for specific performance or recovery of property, (d) attachment of assets, or (e) execution or enforcement of any judgment."

27. The following provisions shall be added to Schedule P: Products and Related Definitions:

2. Index Transactions.

(a) Market Disruption. If a Market Disruption Event has occurred during a Trading Day, the Floating Price for the affected Trading Day shall be determined pursuant to the index specified in the Transaction for the first Trading Day thereafter on which no Market Disruption Event exists; provided, however, if the Floating Price is not so determined within three (3) Business Days after the first Trading Day on which the Market Disruption Event occurred or existed, then the Parties shall negotiate in good faith to agree on a Floating Price (or a method for determining a Floating Price), and if the Parties have not so agreed on or before the fifth Business Day following the first Trading Day on which the Market Disruption Event occurred or existed, then the Floating Price shall be determined with each party obtaining in good faith a quote from a leading dealer in the relevant market and averaging the two quotes. "Floating Price" means the price specified in the Transaction as being based upon a specified index. "Market Disruption Event" means, with respect to an index, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading in the relevant options contract or commodity on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) a material change in the formula for or the method of determining the Floating Price. "Trading Day" means a day in respect of which the relevant price source published the relevant price.

(b) Corrections to Published Prices. For purposes of determining the relevant prices for any day, if the price published or announced on a given day and used or to be used to determine a relevant price is subsequently corrected and the correction is published or announced by the person responsible for that publication or announcement, either Party may notify the other Party of (i) that correction and (ii) the amount (if any) that is payable as a result of that correction. If a Party gives notice that an amount is so payable, the Party that originally either received or retained such amount will, not later than three (3) Business Days after the effectiveness of that notice, pay, subject to any applicable conditions precedent, to the other Party that amount, together with interest at the Interest Rate for the period from and including the day on which payment originally was (or was not) made to but excluding the day of payment of the refund or payment resulting from that correction."

IN WITNESS WHEREOF, the Parties have caused this Master Agreement to be duly executed as of the date first above written.

Moraine Sands Wind Power, LLC

City of Kirkwood

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

DISCLAIMER: This Master Power Purchase and Sale Agreement was prepared by a committee of representatives of Edison Electric Institute (“EEI”) and National Energy Marketers Association (“NEM”) member companies to facilitate orderly trading in and development of wholesale power markets. Neither EEI nor NEM nor any member company nor any of their agents, representatives or attorneys shall be responsible for its use, or any damages resulting therefrom. By providing this Agreement EEI and NEM do not offer legal advice and all users are urged to consult their own legal counsel to ensure that their commercial objectives will be achieved and their legal interests are adequately protected.

RESOLUTION 126-2023

A RESOLUTION ACCEPTING THE BID OF SITEONE LANDSCAPE SUPPLY AT THE RATES PROVIDED IN THE MEMO (A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN), AMOUNT NOT TO EXCEED BUDGETED FUNDS ANNUALLY, FOR THE PURCHASE OF TREES ON AN AS NEEDED BASIS FOR THE FORESTRY DIVISION, FOR AN INITIAL TERM OF 12 MONTHS WITH THE OPTION TO RENEW FOR UP TO FOUR ADDITIONAL 12 MONTH TERMS PENDING BUDGETARY APPROVAL, AND AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT.

WHEREAS, pursuant to law, the City solicited bids for the purchase of trees on an as needed basis for the Forestry Division, and

WHEREAS, the most responsible bid received was that of SiteOne Landscape Supply at the rates provided in the memo (a copy of which is attached hereto and incorporated by reference herein), amount not to exceed budgeted funds annually, for an initial term of 12 months with the option to renew for up to four additional 12 month terms pending budgetary approval, and which bid acceptance is approved by the Chief Administrative Officer and recommended by the Director of Procurement and the Urban Forester, and

WHEREAS, funds are available in Account #101-04-065-067-000-520075 (Professional Services).

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

SECTION 1. The bid of SiteOne Landscape Supply at the rates provided in the memo (a copy which is attached hereto and incorporated by reference herein), amount not to exceed budgeted funds annually, for the purchase of trees on an as needed basis for the Forestry Division, for an initial term of 12 months with the option to renew for up to four additional 12 month terms pending budgetary approval, is hereby accepted and approved.

SECTION 2. The Mayor is hereby authorized and directed to enter into a contract with SiteOne Landscape Supply at the rates provided in the memo (a copy which is attached hereto and incorporated by reference herein), amount not to exceed budgeted funds annually, for the purchase of trees on an as needed basis for the Forestry Division, for an initial term of 12 months with the option to renew for up to four additional 12 month terms pending budgetary approval,.

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

PASSED AND APPROVED THIS 2ND DAY OF NOVEMBER 2023.

Mayor, City of Kirkwood

ATTEST:

City Clerk

Legislation Request

Resolution

Place On The Agenda Of: 11/2/2023

Step #1:

Strategic Plan YES

Goal # & Title #3 Quality of Life: Kirkwood will be a place where people can enj...

Background To Issue:

With the removal of trees due to natural decline and safety much of Kirkwood's public tree canopy needs replaced. By instituting a planting plan that includes the purchase of 150-200 trees each year, we can both replace the tree removed, and continue to grow Kirkwood's Tree canopy; protecting this asset for future generations.

Recommendations and Action Requested:

It is requested to approve the resolution to purchase trees from SiteOne Landscape Supply for an amount not to exceed budgeted funds annually, at the rates supplied below.

Alternatives Available:

None

Does this project have a public information component? ☐ Yes ☒ No

Cost: see rates

Account #: 101-04-065-067-000-520075

Project #:

If YES, Budgeted Amount: \$50,000.00

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

Department Head Comments:

Budgeted: YES

Average Price per tree:

1) Small Flowering Trees: \$130.00

2) Medium Canopy Trees: \$140.00

3) Large Canopy Trees: 140.00

4) Evergreen Trees: 185.00

BY: Cory Meyer

Date: 10/23/2023

Authenticated: CCM

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

 File Attachment

 File Attachment

 File Attachment

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

Approve

Purchasing Director's Comments:

BY: Sara Foan-Oliver

Date: 10/24/2023

Authenticated: sfo

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



202310241002.pdf
Adobe Acrobat Document
32.9 KB

File Attachment

File Attachment

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

Budgetary Approval

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

Budgetary appropriation is available and sufficient for \$50,000 in GL account 101-04-065-067-000-520075, Professional Services to approve the above as requested.

BY: Sandra Stephens

Date: 10/24/2023

Authenticated: forgyjl

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

☒ Approve ☐ Disapprove

Chief Administrative Officer's Comments:

BY:

Date: 10/26/23

October 23, 2023

To: Russell B. Hawes, Chief Administration Officer

For Your Consideration: Tree Purchases – 13988

On October 9, 2023 an Invitation for Bid was sent to 206 suppliers through our eProcurement platform, IonWave. Site One Landscape Supply was the only vendor that replied their bid was as follows:

Small Flowering Trees:	\$130.00 each
Medium Canopy Trees	\$140.00 each
Large Canopy Trees	\$140.00 each
Evergreens	\$185.00 each

After reviewing the bid, the Forestry Department would like to accept SiteOne Landscape Supply as they were the most responsive and responsible supplier for purchasing trees for the City of Kirkwood. This agreement will be for an initial one (1) year term with the option to renew for an additional four (4) years.

Cory Meyer, City Forester, is requesting acceptance of the bid from SiteOne Landscape Supply authorizing the Procurement Director to enter into a per tree cost agreement not to exceed annually budgeted funds.

Respectfully,

A handwritten signature in black ink, appearing to read "Sara Foan-Oliver", written in a cursive style.

Sara Foan-Oliver
Procurement Director

RESOLUTION 127-2023

A RESOLUTION ACCEPTING THE BID OF ELLIOT EQUIPMENT COMPANY IN THE AMOUNT OF \$180,000 (PURSUANT TO SOURCEWELL COOPERATIVE CONTRACT) FOR THE PURCHASE OF A 2020 25YD REAR LOADER REFUSE TRUCK FOR THE SANITATION DEPARTMENT AND AUTHORIZING AND DIRECTING THE DIRECTOR OF PROCUREMENT TO ISSUE A PURCHASE ORDER.

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

WHEREAS, staff recommends that the City purchase a 2020 25YD Rear Loader Refuse Truck for the Sanitation Department from Elliot Equipment Company in the amount of \$180,000 under Sourcewell Cooperative Contract #091219NWY, and

WHEREAS, funds are available in Account #509-40-350-354-000-620050 (Rolling Stock), Project #SA2402.

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

SECTION 1. The Director of Procurement is hereby authorized and directed to issue a Purchase Order in the amount of \$180,000 to Elliot Equipment Company under Sourcewell Cooperative Contract #091219NWY for the purchase of a 2020 25YD Rear Loader Refuse Truck for the Sanitation Department.

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

PASSED AND APPROVED THIS 2ND DAY OF NOVEMBER 2023.

Mayor, City of Kirkwood

ATTEST:

City Clerk

Legislation Request

Resolution

Place On The Agenda Of: 11/2/2023

Step #1:

Strategic Plan YES

Goal # & Title Goal 4: Environmental Stewardship

Background To Issue:

Funds have been allocated in the FY24 Budget to replace a 2013 25 YD Rear Loader Refuse Truck vehicle that has exceeded the replacement criteria of 15 with a score of 24.38. Elliott Equipment Company is offering the City a Demo 25 YD Rear Loader Refuse truck at a price of \$180,000, that includes the trade in the amount of \$125,000 for a damaged rear loader refuse truck. This truck is available now and the City of Kirkwood received it once it is approved. Currently, orders for Sanitation Trucks are taking 12 to 18 months until delivery.

Recommendations and Action Requested:

It is recommended that the City Council accept the proposal from Elliott Equipment Company for the purchase of a demo 25 YD rear loading refuse truck in the amount not to exceed \$180,748.00.

Alternatives Available:

Does this project have a public information component? ☐ Yes ☒ No

Cost: \$180,748.00 Account #: 509-40-350-354-000-620050

Project #: SA2402

If YES, Budgeted Amount: \$250,000.00

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

Department Head Comments:

Budgeted: YES

BY: Christopher Krueger

Date: 10/24/2023

Authenticated: Ckrueger

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



Est_19741_from_Elliott_Equip
ment_Company_7832.pdf
Adobe Acrobat Document
143 KB

 File Attachment

 File Attachment

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

Approve

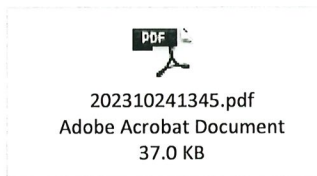
Purchasing Director's Comments:

BY: Sara Foan-Oliver

Date: 10/24/2023

Authenticated: sfo

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



File Attachment

File Attachment

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

Budgetary Approval

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

Budgetary appropriation is available and sufficient for \$180,748 in account 509-40-350-354-000-620050, Rolling Stock, Project SA2402, Rear/Side Loader to approve the above as requested.

BY: Sandra Stephens

Date: 10/25/2023

Authenticated: forgyjl

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

☒ Approve ☐ Disapprove

Chief Administrative Officer's Comments:

BY:

Date: 10/26/23



3100 West 76th Street
Davenport, IA 52806
Ph: 563-391-4840

Elliott Sanitation Equip. Co.
1245 Dawes Avenue
Lincoln, NE 68521
Ph: 402-474-4840

4000 SE Beisser Drive
Grimes, IA 50111
Ph: 515-986-4840
Fx: 515-986-9530

14001 Botts Rd.
Grandview, MO 64030
Ph: 816-761-4840

4400 E 60th Ave
Commerce City, CO 80022
Ph: 303-853-4840

Quote

Date	Quote #
10/3/2023	19741
Proposed Shipping Date	
10/30/23	
Terms	
Due on receipt	
Rep	
JRN	

City of Kirkwood
212 S. Taylor Ave
Kirkwood, MO 63122

Here is our quotation on the goods named, subject to the conditions noted:

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control.

Typographical and stenographic errors subject to correction. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production. Quoted Prices are good for 60 days.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.

TERMS: Equipment is due on receipt. Carts, Containers, Parts & service are Net 30 unless otherwise noted on your account. Balances over 30 days from the date of invoice are subject to finance charges up to 1.5% per month.

Qty	Item	Description	Price	Total
1	11942E	2020 Dennis Eagle w/ New Way 25 Yard High Capacity Dual cart tippers Revving winch. Source Well #091219-NWY Chassis Pass Through \$185,000.	290,000.00	290,000.00
	Warranty	The cost of the Cummins warranty is \$ 5,570. That is a Protection Plan One Warranty that covers BOTH the engine AND the after-treatment system for a term of 6 years and 250,000 miles. The cost of the Allison transmission warranty is \$ 900. That provides a full 5 years/unlimited mile warranty. The cost of the Dennis Eagle 5-year chassis warranty is \$ 2,478.	8,948.00	8,948.00
	Miscellaneous Eq...	Optional Lap top for Dennis Eagle Chassis. \$6800	6,800.00	6,800.00
	Trade In	Trade in 25yd New Way with damaged tailgate on Freightliner chassis.	-125,000.00	-125,000.00
		Customer is responsible for sales tax and licensing fees.		
Total				\$180,748.00

TO CONFIRM ORDER, SIGN AND RETURN

X_____

October 24, 2023

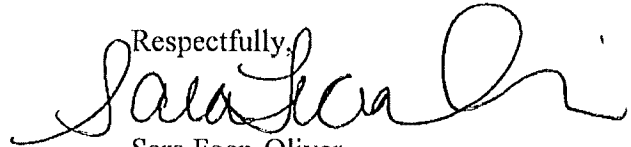
To: Russell B. Hawes, Chief Administrative Officer

For Your Consideration: 2020 25YD Rear Loader Refuse Truck - 501032

The City of Kirkwood may use cooperative contracts that are competitively bid. Sourcewell competitively bid this equipment and Elliott Equipment Company was the lowest responsible and responsive bid. The Sourcewell contract number is 091219NWY.

The Sanitation Department needs to replace its 2013 25YD Rear Loader Refuse Truck as it is damaged and has exceeded its replacement life. Through a Sourcewell Cooperative contract, Elliot Equipment Company is offering a 2020 Demo 25 YD Rear Loading Refuse Truck for \$180,000. This price includes a credit of \$125,000 for the 2013 Rear Loader trade-in. To order a new truck outright would take at least 12-18 months for delivery.

Attached is a request from Chris Krueger, Public Services Director, for a resolution authorizing a purchase order be issued to Elliot Equipment Company for \$180,000 for the purchase of a 2020 25YD Rear Loader Refuse Truck.

Respectfully,

Sara Foan-Oliver
Procurement Director

RESOLUTION 128-2023

A RESOLUTION AMENDING THE CONTRACT WITH MCGRATH HUMAN RESOURCES FOR AN ADDITIONAL AMOUNT NOT TO EXCEED OF \$31,030 (WHICH INCLUDES A CONTINGENCY OF \$5,000) FOR A MARKET UPDATE OF PAY AND BENEFITS FOR ALL FULL-TIME STAFF OF THE CITY OF KIRKWOOD AND AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AMENDED CONTRACT.

WHEREAS, the City Council approved Resolution 137-2017 on October 19, 2017 entering into a contract with McGrath Human Resources in the amount of \$26,225 for a Classification Study for Compensation and Benefits, and

WHEREAS, the City of Kirkwood has not performed a market update of pay and benefits for all of the City's permanent full-time staff since 2018, and

WHEREAS, with recent recruitment issues and fluctuations in the current market for pay, staff is recommending that the City perform a market review for the salary and benefits of all of its permanent full-time job classifications, and

WHEREAS, staff recommends amending the contract with McGrath Human Resources for an additional amount not to exceed of \$31,030 (which includes a contingency of \$5,000) for a market update of pay and benefits for all full-time staff of the City of Kirkwood, and

WHEREAS, funds are available in Account #101-01-015-000-000-520050 (Personnel Consultants).

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

SECTION 1. The Mayor is hereby authorized and directed to enter into an amended contract with McGrath Human Resources for an additional amount not to exceed of \$31,030 (which includes a contingency of \$5,000) for a market update of pay and benefits for all full-time staff of the City of Kirkwood.

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

PASSED AND APPROVED THIS 2ND DAY OF NOVEMBER 2023.

Mayor, City of Kirkwood

ATTEST:

City Clerk

Legislation Request

Resolution

Place On The Agenda Of: 11/2/2023

Step #1:

Strategic Plan YES

Goal # & Title 2. Governance and Civic Engagement

Background To Issue:

The City of Kirkwood has not performed a market update of pay and benefits for all of the City's permanent full time staff since 2018. With recent recruitment issues and fluctuations in the current market for pay, it is recommended that City perform a market review for the salary of all of it's permanent full time job classifications and its' current benefit package. A proposal was sought and received from McGrath Human Resources Group, the City's contracted compensation firm, to complete the review.

Recommendations and Action Requested:

It is recommended that the City execute a contract amendment with McGrath Human Resources Group in the amount of note to exceed \$31,030, which includes a contingency of \$5,000, to perform a market update of pay and benefits for the all of the City's full time staff.

Alternatives Available:

Does this project have a public information component? ☐ Yes ☒ No

Cost: \$31,030.00

Account #: 101-01-015-000-000-520050-

Project #:

If YES, Budgeted Amount: \$31,030.00

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

Department Head Comments:

Budgeted: YES

BY: David Weidler

Date: 10/26/2023

Authenticated: weidledc

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

 File Attachment

 File Attachment

 File Attachment

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

Approve

Purchasing Director's Comments:

BY: Sara Foan-Oliver

Date: 10/26/2023

Authenticated: sfo

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



202310261212.pdf
Adobe Acrobat Document
29.4 KB

File Attachment

File Attachment

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

Budgetary Approval

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

Budgetary appropriation is available and sufficient in the Administration total budget for \$31,030 in account 101-01-015-000-000-520050, Personnel Consultants to approve the above as requested.

BY: Sandra Stephens

Date: 10/26/2023

Authenticated: forgyjl

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



Approve



Disapprove

Chief Administrative Officer's Comments:

BY:

Date: 10/26/23

October 25th, 2023

To: Russell B. Hawes, Chief Administrative Officer

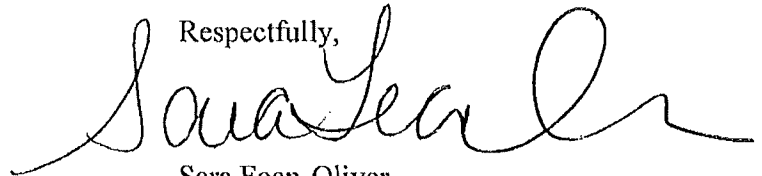
For Your Consideration: Amendment 1 to Employee Compensation, Benefits and Classification Consulting Services, RFP #12299.

The City of Kirkwood is contracted with McGrath Human Resources Group which was executed in October 2017. The contract was for a market compensation study for all full time staff.

The City would like an update due to fluctuations in market and current recruitment issues.

Attached is a request from David Weidler, Assistant CAO, requesting an Amendment to the original agreement for an additional not to exceed amount of \$31, 030 which includes a contingency of \$5,000 for an updated market study.

Respectfully,

A handwritten signature in black ink, appearing to read 'Sara Foan-Oliver', with a long horizontal flourish extending to the right.

Sara Foan-Oliver
Procurement Director

Laurie Asche

From: test123 <gregghillaren@gmail.com>
Sent: Thursday, October 19, 2023 2:16 PM
To: Laurie Asche
Subject: Kirkwood Optimist Tree Lot 2023

Caution! This message was sent from outside your organization.

Dear Kirkwood City Council,

Our Optimist Club would like to ask for your permission again to operate our Tree Lot at North Middle School Nov./Dec. 2023.

We have received the approval from Mike Romy CFO Kirkwood School Districts Building & Grounds Director to use the same location we have in the past several years. He has let the schools Principal know about our dates and times that we will be operating.

The selling of Christmas Tree's is still our largest fund raiser of the year to raise money for local childrens charities and a couple Scholar Ships for graduating seniors at Kirkwood High School.

We are reducing our hours this year due to slower days of the week for Tree sales and the man power needed to properly service our customers.

Our Schedule is as follows:

Nov. 11th Sat. Set up the Tree Lot

Nov. 18th Sat. Receive the Tree's

Nov. 24th Fri. Lot open for Tree Sales

Operational Hours:

Thurs./Friday 4pm to 9pm

Sat./ Sunday 9am to 9pm

Thank You for your consideration,

Sincerely,

Gregg Hilleren

Lot Chairman

Kirkwood Optimist Club

Sent from Mail for Windows

14474



CITY OF KIRKWOOD

139 S. Kirkwood Road
Kirkwood, MO 63122

Approved: _____

Date: _____

☒ NEW
☐ RENEWAL

APPLICATION FOR LIQUOR LICENSE

Type of License Requested:

All applicants must pay \$20 Background check made out to: Mo Highway Patrol

- ☐ Intoxicating Liquor by the Drink, Not including Sunday \$450.00
- ☒ Intoxicating Liquor by the Drink, Plus Sunday \$550.00
- ☐ Intoxicating Liquor in Original Package, Not including Sunday \$150.00
- ☐ Intoxicating Liquor in Original Package, Plus Sunday \$450.00
- ☐ Malt Liquor by Drink, Not Including Sunday \$200.00
- ☐ Malt Liquor by Drink, Plus Sunday \$500.00
- ☐ Malt Liquor in Original Package, Not including Sunday \$22.50
- ☐ Malt Liquor in Original Package, Including Sunday \$322.50
- ☐ Malt Liquor and Wine by the Drink, Not including Sundays \$225.00
- ☐ Malt Liquor and Wine by the Drink, Including Sundays \$525.00
- ☐ Wholesaler/Distributor Intoxicating Liquor, All Kinds \$375.00
- ☐ Wholesaler/Distributor Intoxicating Liquor, =<22% Alcohol by Weight \$150.00
- ☐ Wholesaler/Distributor Intoxicating Liquor, =<5% Alcohol by Weight \$75.00
- ☐ Picnic License (\$25.00 for first day, \$10.00 for each additional day) No organization shall obtain permits for more than 7 days per year. Date of event: _____ Place event will be held: _____

**Establishments licensed to sell intoxicating liquor in the original package may apply for and obtain a license to conduct wine tasting on the premises of the licensed establishment for an additional fee of \$25.00.

Name of Company: Kokuu Kirkwood LLC

Location Address: 343 S Kirkwood Rd, Ste 101 Phone: 646-552-8346

Name of Owner of Business: Jason Huang Phone: 646-552-8346

Address of Owner: 50 Myrna Ln, Staten Island, NY 10312

Name of Managing Officer: Jason Huang Phone: 646-552-8346

Address of Managing Officer: 50 Myrna Ln, Staten Island, NY 10312
Street City State Zip

Date of Birth: 6 Place of Birth: New York

Driver's License #: 408 653 392 Social Security _____

Do you have an interest in any liquor license which is now in NO

If so, give details _____

Have you previously held a liquor license of any type? NO

If so, give details _____

Have you ever had a liquor license suspended or revoked? NO

If so, give details _____

Have you ever been convicted of any violation of a federal law, state statute or local ordinance relating to intoxicating liquor? NO

If so, give details _____

Signature of Applicant

Jason Huang
Print Applicant's Name