



**Agenda**  
**Kirkwood City Council**  
**City Hall**  
**Council Chambers**  
**139 South Kirkwood Road**  
**Kirkwood, MO 63122**  
**Thursday, August 1, 2024, 7:00 p.m.**  
**Posted on July 26, 2024**

**I. PLEDGE OF ALLEGIANCE**

**II. ROLL CALL**

**III. INTRODUCTIONS AND RECOGNITIONS - NONE**

**IV. PRESENTATIONS - NONE**

**V. PUBLIC HEARINGS - NONE**

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

The Public Comments portion of the meeting is an opportunity for the City Council to listen to comments from citizens. It is not a question and answer session and the City Council will not respond to comments or answer questions during this period. The Mayor may refer any matter brought up to the City Council to the 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 July 18, 2024 Council Meeting Minutes

**VIII. UNFINISHED BUSINESS**

1. Bill 11040, granting a Special Use Permit for Outdoor Dining at 436 N. Kirkwood Road (Café Napoli) subject to certain conditions
2. Bill 11041, authorizing and directing the City Clerk to submit a proposition to the voters within the City of Kirkwood at the November 5, 2024 election calling for an amendment to Section 3.13(a) of the City Charter, to eliminate the residency requirement for the City Attorney

**IX. NEW BUSINESS**

1. Bill 11042, readopting a Procedure to Disclose Potential Conflicts of Interest and Substantial Interests for Certain Officials as set forth in Chapter 2, Article I, Section 2-5 of the Kirkwood Code of Ordinances
2. Bill 11043, amending the Kirkwood Code of Ordinances, Chapter 14, Article VIII. Section 14-393 "Schedule C: No Parking Zones" by removing the no parking restriction in front of 1007 North Woodlawn Avenue on the west side of North Woodlawn Avenue



3. Resolution 111-2024, accepting the bid of Sunbelt Solomon Solutions in the amount of \$67,425 for the purchase of Single Phase Dual Voltage Pole Mount Transformers for the Electric Department and authorizing and directing the Director of Procurement to issue a Purchase Order
4. Resolution 112-2024, authorizing and directing the Mayor to enter into an Intergovernmental Agreement between the City of Kirkwood and the City of Glendale for Construction Engineering for new sidewalks, curbs, gutters, and street resurfacing on East Essex Avenue between Dickson and Sappington in the amount not to exceed of \$46,719.09

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

**XI. CITY COUNCIL REPORTS**

**XII. CHIEF ADMINISTRATIVE OFFICER REPORTS**

1. Application for Temporary Outdoor Promotional Variance from Proper Cannabis, 10855 Manchester Road, to hold a Grand Opening Event on August 25, 2024 from 10:00 a.m. to 6:00 p.m. on the parking lot of the property

**XIII. CITY ATTORNEY REPORTS**

**XIV. CITY CLERK REPORTS**

1. Report of Planning & Zoning Commission Meeting (if any)
2. Upcoming Public Hearings:  
**August 15, 2024**  
A request for a Special Use Permit for an Accessory Dwelling Unit at 1325 Lark Avenue in a detached structure.

**XV. MEETING ADJOURNMENT**

The next regular meeting of the Kirkwood City Council will take place at **7:00 p.m. on Thursday, August 15, 2024.**

**CONTINUED ITEMS**

NONE

**TABLED ITEMS**

NONE

**Kirkwood City Council:** Mayor Liz Gibbons, Council Members Gina Jaksetic, Nancy Luetzow, Mark McLean, Al Rheinnecker, Paul Schaefer, and Mark Zimmer

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

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

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

- a) Approval of the July 18, 2024 Council Meeting Minutes



WHERE COMMUNITY AND SPIRIT MEET\*

DRAFT

**City Council Meeting Minutes  
Kirkwood City Hall  
Wednesday, July 18, 2024, 7:00 p.m.**

Pursuant to notice of meeting duly given by the Mayor, the City Council convened on Wednesday, July 18, 2024, at 7:00 p.m. at Kirkwood City Hall, 139 South Kirkwood Road, Kirkwood, Missouri. Present: Mayor Gibbons, Council Members Jaksetic, Luetzow, McLean, Rheinnecker, Schaefer, and Zimmer. Also in attendance were Chief Administrative Officer Russ Hawes, Assistant Chief Administrative Officer David Weidler, City Clerk Laurie Ashe, Planning & Development Services Director Jonathan Raiche, Public Services Director Chris Krueger, Director of Electric Mark Petty, and Assistant City Attorney Jackie Graves.

**INTRODUCTIONS AND RECOGNITIONS**

NONE

**PRESENTATIONS**

NONE

**PUBLIC HEARINGS**

Mayor Gibbons recessed the meeting for the purpose of conducting a public hearing a request for a request for a Major Site Plan Partial Amendment at the Greenbriar Hill Country Club at 12665 Big Bend Boulevard to expand the approved sound mitigating fence.

Assistant City Attorney Graves made a statement regarding the public hearing: We have been advised in writing that the applicant Greenbriar Hills Country Club is going to make an alternate proposal to the proposal that was considered and voted upon by the Planning & Zoning Commission. Applicants are legally entitled to make alternate proposals and such alternate proposals are to be considered by the Planning & Zoning Commission for a recommendation before being considered by the City Council. Accordingly, the City will not be holding a public hearing on the proposal voted upon by the Planning & Zoning Commission. The public hearing will be closed because there is nothing to consider at this time. We fully expect that a public hearing will be held after the Planning & Zoning Commission considers and acts upon the alternate proposal once it is submitted by applicant.

The public hearing was closed.

**PUBLIC COMMENTS**

1. Ed Golterman, 542 Wooddell Ct, announced to the Council that he is moving out of Kirkwood because he is unable to walk to get on a metro bus.
2. Geoff Whittington, 199 Couch Ave, concerned with the number of deer in his neighborhood. Stated that the deer are destroying his yard and requested that the City consider a plan to mitigate the number of deer.



WHERE COMMUNITY AND SPIRIT MEET\*

DRAFT

**CONSENT AGENDA**

Motion was made by Council Member Zimmer and seconded by Council Member Schaefer to approve the Consent Agenda. The minutes were approved with Council Member Luetzow abstaining.

- a) Approval of the July 3, 2024 Council Meeting Minutes

**UNFINISHED BUSINESS**

Bill 11037, granting a Special Use Permit for outdoor dining at 10935 Manchester Road, Suite 200 (Snarf's Sandwiches) subject to certain conditions was brought before the City Council.

Roll Call:

Mayor Gibbons	"Yes"
Council Member Zimmer	"Yes"
Council Member Jaksetic	"Yes"
Council Member Luetzow	"Yes"
Council Member McLean	"Yes"
Council Member Rheinnecker	"Yes"
Council Member Schaefer	"Yes"

The bill, having received majority approval of the Council, was adopted and became Ordinance 10863.

Bill 11038, changing the zoning from B-4, Planned Commercial District, to B-2, Central Business District, on the property, known as 119 West Woodbine Avenue being an approximately 0.21 acre site on the north side of West Woodbine was brought before the City Council.

Roll Call:

Mayor Gibbons	"Yes"
Council Member Zimmer	"Yes"
Council Member Jaksetic	"Yes"
Council Member Luetzow	"Yes"
Council Member McLean	"Yes"
Council Member Rheinnecker	"Yes"
Council Member Schaefer	"Yes"

The bill, having received majority approval of the Council, was adopted and became Ordinance 10864.



WHERE COMMUNITY AND SPIRIT MEET®

DRAFT

Bill 11039, appropriating \$349,100 from the General Fund Balance to the Machinery and Equipment Account for ERP Project Management Consulting Services was brought before the City Council.

Roll Call:

Mayor Gibbons	"Yes"
Council Member Zimmer	"Yes"
Council Member Jaksetic	"Yes"
Council Member Luetzow	"Yes"
Council Member McLean	"Yes"
Council Member Rheinnecker	"Yes"
Council Member Schaefer	"Yes"

The bill, having received majority approval of the Council, was adopted and became Ordinance 10865.

**NEW BUSINESS**

Bill 11040, granting a Special Use Permit for Outdoor Dining at 436 N. Kirkwood Road (Café Napoli) subject to certain conditions was brought before the City Council. Motion was made by Council Member Rheinnecker and seconded by Council Member Luetzow to accept the Bill as read.

The bill received first reading approval and was held over.

Bill 11041, authorizing and directing the City Clerk to submit a proposition to the voters within the City of Kirkwood at the November 5, 2024 election calling for an amendment to Section 3.13(a) of the City Charter, to eliminate the residency requirement for the City Attorney was brought before the City Council. Motion was made by Council Member Schaefer and seconded by Council Member McLean to accept the Bill as read. A discussion took place.

The bill received first reading approval and was held over.

Resolution 105-2024, accepting the proposal of Chiodini Architects in the amount not to exceed of \$400,000 for Professional Design Services for the Kirkwood Ice Rink Renovations Project and authorizing and directing the Mayor to enter into a contract was brought before the City Council. Motion was made by Council Member Zimmer and seconded by Council Member Luetzow to accept the Resolution as read.

Roll Call:

Mayor Gibbons	"Yes"
Council Member Zimmer	"Yes"
Council Member Jaksetic	"Yes"
Council Member Luetzow	"Yes"



WHERE COMMUNITY AND SPIRIT MEET\*

DRAFT

Council Member McLean	"Yes"
Council Member Rheinnecker	"Yes"
Council Member Schaefer	"Yes"

Resolution 106-2024, accepting the proposal of HR Green in the amount not to exceed of \$173,113.60 (which includes a contingency of \$17,311.36) for Professional Engineering Services for a Citywide Storm Water Master Plan and authorizing and directing the Mayor to enter into a contract was brought before the City Council. Motion was made by Council Member McLean and seconded by Council Member Zimmer to accept the Resolution as read. A discussion took place.

Roll Call:

Mayor Gibbons	"Yes"
Council Member Zimmer	"Yes"
Council Member Jaksetic	"Yes"
Council Member Luetzow	"Yes"
Council Member McLean	"Yes"
Council Member Rheinnecker	"Yes"
Council Member Schaefer	"Yes"

Resolution 107-2024, accepting the bid of Electrorep Energy Products in the amount of \$76,897 for the purchase of steel for the Sugar Creek Substation for 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 Schaefer and seconded by Council Member Zimmer to accept the Resolution as read.

Roll Call:

Mayor Gibbons	"Yes"
Council Member Zimmer	"Yes"
Council Member Jaksetic	"Yes"
Council Member Luetzow	"Yes"
Council Member McLean	"Yes"
Council Member Rheinnecker	"Yes"
Council Member Schaefer	"Yes"

Resolution 108-2024, accepting the single source proposal of Sunbelt Solomon in the amount of \$51,325 for the repair of three pole mount transformers and two pad mount transformers, and the replacement of one pole mount transformer for 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 Schaefer to accept the Resolution as read. A discussion took place.



WHERE COMMUNITY AND SPIRIT MEET

DRAFT

Roll Call:

Mayor Gibbons	"Yes"
Council Member Zimmer	"Yes"
Council Member Jaksetic	"Yes"
Council Member Luetzow	"Yes"
Council Member McLean	"Yes"
Council Member Rheinnecker	"Yes"
Council Member Schaefer	"Yes"

Resolution 109-2024, accepting the proposal of CLC Engineering, LLC in the amount not to exceed of \$124,607 (which includes a contingency of \$12,460.70) for Civil Engineering Design Services for the St. Louis Community College at Meramec Substation for the Electric Department and authorizing and directing the Mayor to enter into a contract was brought before the City Council. Motion was made by Council Member Zimmer and seconded by Council Member Schaefer to accept the Resolution as read. A discussion took place.

Roll Call:

Mayor Gibbons	"Yes"
Council Member Zimmer	"Yes"
Council Member Jaksetic	"Yes"
Council Member Luetzow	"Yes"
Council Member McLean	"Yes"
Council Member Rheinnecker	"Yes"
Council Member Schaefer	"Yes"

Resolution 110-2024, accepting the bid of L Keeley Construction in the amount not to exceed of \$1,214,066 (which includes a contingency of \$84,703) for General Construction Services for the Sugar Creek Substation Project for the Electric Department 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 Schaefer to accept the Resolution as read. A discussion took place.

Roll Call:

Mayor Gibbons	"Yes"
Council Member Zimmer	"Yes"
Council Member Jaksetic	"Yes"
Council Member Luetzow	"Yes"
Council Member McLean	"Yes"
Council Member Rheinnecker	"Yes"
Council Member Schaefer	"Yes"





WHERE COMMUNITY AND SPIRIT MEET\*

DRAFT

## CONSENT AGENDA ITEMS FOR DISCUSSION NONE

### CITY COUNCIL REPORTS

Mayor Gibbons informed the Council about the light at the corner of Woodbine and Geyer. It is one of the original Street Car Stops. The Engineering Department refurbished and preserved the street light. Mayor Gibbons wanted to thank the Engineering department for preserving a piece of Kirkwood's history. Chief Administrative Officer Hawes added that the Engineering department also preserved the obelisks that has the street names and the department is checking other locations that may have been lost and replace those as well.

Council Member Schaefer attended the Board of Adjustment meeting and reported new members have joined the board. Cindy Coronado as Board Chair, Pat Jones as Board Vice-Chair, and Kirk Hutchison as Board Secretary. Mr. Schaefer also reported on the Library Board, the endowment from 2019 is up 5% consistently. The front of the Library is being redone, and the 100<sup>th</sup> year anniversary is coming up in 2026. Mayor Gibbons added that the Library has a program where you can purchase a brick and have it engraved.

Council Member Luetzow wanted to show personnel recognition to Detective Don Douglas who was promoted to Sergeant. He has been a Police Officer for 19 years, of which 10 years is with the Kirkwood Police Dept. Firefighter/Paramedic Tyler Burns was promoted to Fire Captain. Fire Captain Frank Tallis retired after 35 years of service. Sergeant Dan Andert also retired after 40 years of service. Mrs. Luetzow also reported the celebration of Independence Day at the spectacular Freedom Festival at Kirkwood Park on July 5, 2024. Also, July 5<sup>th</sup> marks the 19<sup>th</sup> anniversary for the death of Sergeant William McEntee.

Council Member Zimmer wanted recognize and thanks the City Staff for adjusting the Fireworks display due to weather.

Council McLean reported some upcoming events. July 19<sup>th</sup>, the Police Dept. is having Hot Dog days of summer at Fillmore Park from 11 am to 1 pm. The Kirkwood Library will be there with books. September 18<sup>th</sup>, at the KPAC the Human Rights Commission is organizing a 10 year after review of the Ferguson report. Also, an organization called Heart 2 Heart that promotes reading and tutoring for Kindergarteners through 3<sup>rd</sup> grade at Robinson Elementary. The goal this year is to have 40 students and 80 tutors. Each student will receive one on one tutoring, twice a week. To become a volunteer tutor go to [www.lifebridgekwd.org](http://www.lifebridgekwd.org)

Council Member Rheinnecker attended the Special Business District meeting. Last month, the board was in need of members and now they have filled all vacant spots.



WHERE COMMUNITY AND SPIRIT MEET\*

DRAFT

### **CHIEF ADMINISTRATIVE OFFICER REPORTS**

Mr. Hawes reported that the City received an Application for Liquor License from Station No. 3, 10463 Manchester Road, to sell intoxicating liquor by the drink, plus Sunday. Motion was made by Council Member Zimmer and seconded by Council Member Luetzow to approve the application. The applicant addressed the Council and a discussion took place. The motion to approve the application was unanimously approved.

### **CITY ATTORNEY REPORTS**

NONE

### **CITY CLERK REPORTS**

Ms. Asche read the report of the July 17, 2024 Planning and Zoning Commission meeting. The following action was taken:

1. By a vote of 7-0, the Commission recommended approval of a Special Use Permit for an Accessory Dwelling Unit at 1325 Lark Avenue in a detached structure. A public hearing before the City Council is requested.
2. The Commission elected the following officers: Jim Adkins as Chair, Tom Feiner as Vice Chair, and Ron Evens as Secretary/Treasurer.

### **ADJOURNMENT**

There being no further business to come before the Council, the formal meeting was adjourned at 7:54 p.m. The next regular meeting of the Kirkwood City Council will take place at 7:00 p.m. on Thursday, August 1, 2024.

---

Laurie Asche  
City Clerk

**Approved:**

BILL 11040

ORDINANCE

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR OUTDOOR DINING AT 436 N. KIRKWOOD RD (CAFÉ NAPOLI) SUBJECT TO CERTAIN CONDITIONS.

WHEREAS, Paul Fusz, on behalf of Napoli Brothers LLC, made application (PZ-03-25) for a Special Use Permit for Outdoor Dining for a restaurant at 436 N. Kirkwood Rd; and

WHEREAS, the Planning and Zoning Commission did on the 5<sup>th</sup> day of June 2024, by adopting the Staff memorandum dated May 31, 2024 (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 Sections 25-20(e) and (f) of the Zoning and Subdivision Code, subject to certain conditions; and

WHEREAS, the Council did on the 3<sup>rd</sup> day of July 2024, hold a public hearing with respect to such application after duly advertising and giving proper notice of such hearing; and

WHEREAS, the Council does 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 Outdoor Dining for a restaurant at the property addressed as 436 N. Kirkwood Rd, subject to the following conditions:

1. Outdoor Dining shall be permitted for up to 49 seats in the approximately 1000 square foot area at the east end of the public plaza that is under the existing building overhang.
2. The Outdoor Dining shall comply with all conditions herein and with Section 25-45(o) of the Zoning and Subdivision Code.
3. The days and hours of operation shall be permitted as follows:  
11:00 AM – 10:00 PM Monday – Thursday  
11:00 AM – 11:00 PM Friday, Saturday  
11:00 AM – 9:00 PM Sunday

4. Outside entertainment in the form of speakers shall be permitted as follows:  
11:00 AM – 10:00 PM Monday – Thursday  
11:00 AM – 11:00 PM Friday, Saturday  
11:00 AM – 9:00 PM Sunday

This shall exclude live outdoor entertainment.

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

SECTION 6. This ordinance shall be in full force and effect after its passage and approval, as provided by law.

PASSED AND APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

ATTEST:

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

Public Hearing: July 3, 2024

1<sup>st</sup> Reading:

2<sup>nd</sup> Reading:

# Legislation Request

## Ordinance

Place On The Agenda Of: 7/3/2024

Step #1:

Strategic Plan NO      Goal # & Title N/A

### Background To Issue:

The applicant, Paul Fusz, on behalf of Napoli Brothers LLC, is requesting a Special Use Permit (SUP) for outdoor dining in the B-2, Central Business District, for a new restaurant. The restaurant will be located in a first floor suite of a mixed use, 5-story, multi-family building with other businesses located on the first floor. The applicant has indicated that there would be up to 49 outdoor dining seats on the covered patio on the northwest side of the building. The days and hours of operation are proposed as follows: 11:00 AM – 10:00 PM, Monday – Thursday; 11:00 AM – 11:00 PM, Friday, Saturday; and 11:00 AM – 9:00 PM, Sunday. The applicant anticipates 15-20 total employees, with a maximum of 20 during the peak hours of the Friday and Saturday shifts. The applicant is also requesting outside entertainment in the form of speakers during the same hours of the restaurant hours of operation in accordance with Zoning Code Section 25-45(o)(6).

### Recommendations and Action Requested:

By a vote of 7-0, the Planning & Zoning Commission adopted the Staff memo recommending approval of the SUP.

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

Department Head Comments:      Budgeted: YES

BY: Lauren Hoerr

Date: 6/26/2024

Authenticated: hoerrl

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



2024-07-03 PZ-03-25  
Ordinance.doc  
Microsoft Word 97 - 2003  
Document  
41.0 KB



2024-05-28 PZ-03-25  
Memo.docx  
Microsoft Word Document  
69.0 KB



2024-07-03 PZ 03-2025 CC  
Packet.pdf  
Adobe Acrobat Document  
13.0 MB

---

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

Select...

Purchasing Director's Comments:

BY: Select...

Date:

Authenticated:

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

 File Attachment

 File Attachment

 File Attachment

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

Select...

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

BY: Select...

Date:

Authenticated:

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

Approve     Disapprove

Chief Administrative Officer's Comments:

BY:



Date:

6-26-24

# 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 Outdoor Dining for Café Napoli at 436 North Kirkwood Road.**

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 Lauren Hoerr**

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

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

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





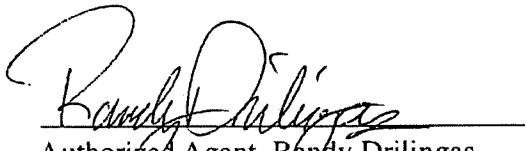


## AFFIDAVIT OF PUBLICATION

Date: 6/13/24

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 June 14, 2024 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., Wednesday, July 3, 2024 to consider the following:

***A request for a Special Use Permit for Outdoor Dining for Café Napoli at 436 North Kirkwood Road.***

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.

PROPERTY OWNER  
139 S KIRKWOOD RD  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
457 N TAYLOR AVE  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
131 E ADAMS AVE 1A  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
415 N TAYLOR AVE  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
8 CLERMONT LN  
SAINT LOUIS, MO 63124

PROPERTY OWNER  
131 E ADAMS AVE 1B  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
1010 GRAND BLVD  
KANSAS CITY, MO 64106

PROPERTY OWNER  
400 N KIRKWOOD RD  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
131 E ADAMS AVE 2B  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
425 N TAYLOR AVE  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
15455 MANCHESTER RD # 3986  
BALLWIN, MO 63022

PROPERTY OWNER  
131 E ADAMS AVE # 3A  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
1010 GRAND BLVD  
KANSAS CITY, MO 64106

PROPERTY OWNER  
421 N KIRKWOOD RD  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
129 E WASHINGTON AVE UNIT 1N  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
427 N TAYLOR AVE  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
PO BOX 1159  
DEERFIELD, IL 60015

PROPERTY OWNER  
747 E ARGONNE DR  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
427 N TAYLOR AVE  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
7003 MANCHESTER RD  
SAINT LOUIS, MO 63143

PROPERTY OWNER  
131 E ADAMS AVE 3C  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
1010 GRAND BLVD 4TH FLR  
KANSAS CITY, MO 64106

PROPERTY OWNER  
16100 SWINGLEY RIDGE RD SUITE 210  
CHESTERFIELD, MO 63017

PROPERTY OWNER  
127 E WASHINGTON AVE UNIT 1N  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
445 N TAYLOR AVE  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
325 N TAYLOR AVE  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
9909 CLAYTON RD SUITE 224  
SAINT LOUIS, MO 63124

PROPERTY OWNER  
451 N TAYLOR AVE  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
1528 LOCUST ST  
SAINT LOUIS, MO 63103

PROPERTY OWNER  
127 E WASHINGTON AVE 2N  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
127 E WASHINGTON AVE # 2S  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
115 E WASHINGTON AVE UNIT 1S  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
109 E WASHINGTON AVE # 1N  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
131 E ADAMS AVE UNIT 2A  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
509 BASHFORD LN APT 1  
ALEXANDRIA, VA 22314

PROPERTY OWNER  
117 E WASHINGTON AVE UNIT 2S  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
8835 W ORCHID ISLAND CIR # 602  
VERO BEACH, FL 32963

PROPERTY OWNER  
119 E WASHINGTON AVE 2S  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
115 E WASHINGTON AVE UNIT 2S  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
131 E ADAMS AVE UNIT 3D  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
6770 NOESHO ST  
SAINT LOUIS, MO 63109

PROPERTY OWNER  
129 E WASHINGTON AVE UNIT 2S  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
131 E ADAMS AVE 2D  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
121 E WASHINGTON AVE 1E  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
117 E WASHINGTON AVE UNIT 1N  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
109 E WASHINGTON AVE UNIT 2N  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
109 E WASHINGTON AVE UNIT 2S  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
117 E WASHINGTON AVE UNIT 1S  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
48 KENT ST APT 2  
NEWBURYPORT, MA 01950

PROPERTY OWNER  
111 E WASHINGTON AVE # 1N  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
9909 CLAYTON RD SUITE 224  
SAINT LOUIS, MO 63124

PROPERTY OWNER  
125 E WASHINGTON AVE UNIT 2N  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
PO BOX 1034  
MARTHASVILLE, MO 63357

PROPERTY OWNER  
1508 FAWN VALLEY DR  
SAINT LOUIS, MO 63131

PROPERTY OWNER  
125 E WASHINGTON AVE UNIT 2 SOUTH  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
111 E WASHINGTON AVE 2N  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
131 E ADAMS AVE UNIT 1D  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
115 E WASHINGTON AVE APT 1N  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
111 E WASHINGTON AVE UNIT 2S  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
4353 STANBRIDGE AVE  
LONG BEACH, CA 90808

PROPERTY OWNER  
131 E ADAMS AVE UNIT 1C  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
131 E WASHINGTON AVE 1N  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
113 E WASHINGTON AVE UNIT 2S  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
1817 PATRICK HENRY LN  
HILLSBOROUGH, NC 27278

PROPERTY OWNER  
131 E WASHINGTON AVE UNIT 1S  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
131 E ADAMS AVE # 2C  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
11565 NEW LONDON DR  
SAINT LOUIS, MO 63141

PROPERTY OWNER  
131 E WASHINGTON AVE UNIT 2N  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
11647 GRAVOIS RD SUITE 100  
SAINT LOUIS, MO 63126

PROPERTY OWNER  
131 E WASHINGTON AVE UNIT #2S  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
121 E WASHINGTON AVE 2E  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
PO BOX 93  
GLEN ARBOR, MI 49636

PROPERTY OWNER  
2210 N KONSTANZ DR  
WRIGHT CITY, MO 63390

PROPERTY OWNER  
1497 130TH ST  
RUDD, IA 50471

PROPERTY OWNER  
4033 HARTWICK CT  
FLORISSANT, MO 63034

PROPERTY OWNER  
119 E WASHINGTON AVE UNIT 2N  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
123 E WASHINGTON AVE UNIT 1N  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
119 E WASHINGTON AVE UNIT 1N  
SAINT LOUIS, MO 63122

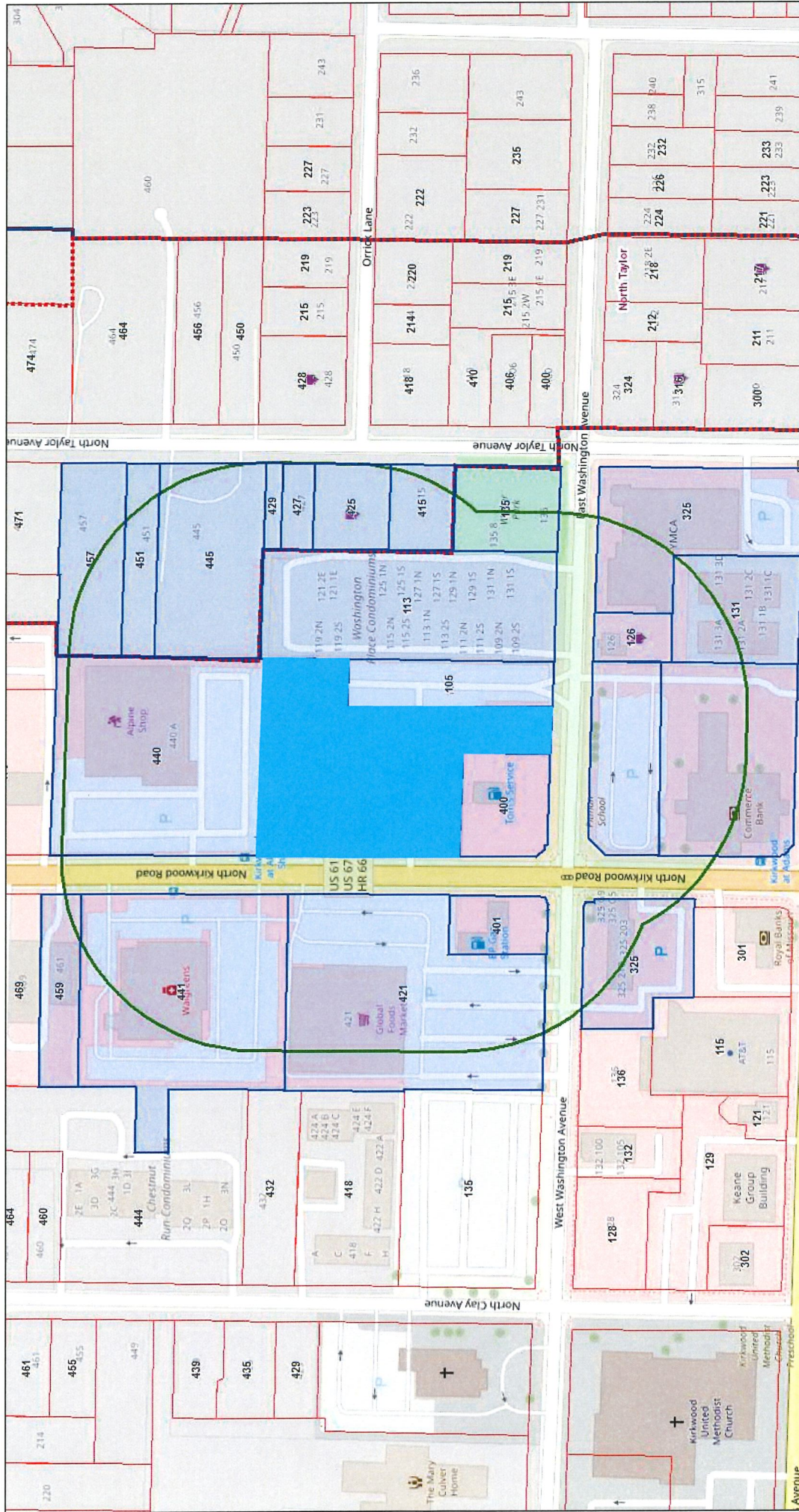
PROPERTY OWNER  
123 E WASHINGTON AVE 1S  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
119 E WASHINGTON AVE UNIT 1S  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
123 E WASHINGTON AVE UNIT 2N  
SAINT LOUIS, MO 63122

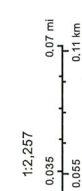
PROPERTY OWNER  
4921 CYPRESS HAMMOCK DR  
SAINT CLOUD, FL 34771

# ArcGIS Web Map



6/6/2024, 10:56:37 AM

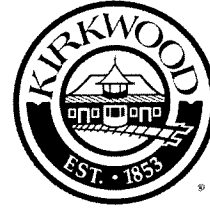
- Parcels
- Landmarks
- Districts
- National Register
- Local Register



Map data © OpenStreetMap contributors, CC-BY-SA  
 Map data © OpenStreetMap contributors, CC-BY-SA  
 ArcGIS Web AppBuilder  
 Map data © OpenStreetMap contributors, CC-BY-SA

# MEMORANDUM

**TO:** PLANNING & ZONING COMMISSION  
**FROM:** LAUREN HOERR, CITY PLANNER I  
**SUBJECT:** PZ-03-25; 436 N. KIRKWOOD RD, – CAFÉ  
NAPOLI (SUP – OUTDOOR DINING)  
**DATE:** MAY 31, 2024  
**CC:** JONATHAN RAICHE, PLANNING & DEVELOPMENT SERVICES DIRECTOR



WHERE COMMUNITY AND SPIRIT MEET<sup>®</sup>

The applicant, Paul Fusz, on behalf of Napoli Brothers LLC, is requesting a Special Use Permit (SUP) for outdoor dining in the B-2, Central Business District, for a new restaurant. The restaurant will be located in a first floor suite of a mixed use, 5-story, multi-family building with other businesses located on the first floor. The applicant has indicated that there would be up to 49 outdoor dining seats on the covered patio on the northwest side of the building. The days and hours of operation are proposed as follows:

11:00 AM – 10:00 PM Monday – Thursday  
11:00 AM – 11:00 PM Friday, Saturday  
11:00 AM – 9:00 PM Sunday

The applicant anticipates 15-20 total employees, with a maximum of 20 during the peak hours of the Friday and Saturday shifts.

The applicant is also requesting outside entertainment in the form of speakers during the same hours of the restaurant hours of operation in accordance with Zoning Code Section 25-45(o)(6).

## DISCUSSION:

Zoning Matters signs were posted on the property on May 30, 2024. The covered patio area is about 1,037 square feet. According to Code Section 25-63(b)(3), the restaurant is allowed up to 49 outdoor dining seats without additional parking requirements as long as the seats are in an unenclosed area. Therefore, no additional on-site parking is required to accommodate this outdoor dining request. The interior of the restaurant occupies 4,721 square feet. With an allowed reduction of 15% for storage, restrooms, utilities or maintenance areas, loading docks, or other areas incidental to the principal use, the area used to calculate the parking requirement decreases to 4,012 square feet. Therefore, with a parking rate of 1 space per 100 square feet of floor area, the restaurant would require 40 parking spaces. The James Apartment complex has a total of 152 dwelling units, and at a parking rate of 1.5 spaces per dwelling unit, requires 228 parking spaces. The adjacent UMB bank branch on the first floor occupies 2,200 square feet and at a parking rate of 1 space per 300 square feet, requires 7 parking spaces. In additions, the leasing office and the guest suite require 1 space each. In total, 277 parking spaces are required for the site. The property currently contains a parking garage and surface parking lots that provide a total of 291 off street parking spaces.

## 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 June 5, 2024 meeting rather than the formation of a subcommittee.

Staff recommends this petition be approved with the following conditions:

1. A Special Use Permit for Outdoor Dining shall be approved for the property addressed as 436 N. Kirkwood Rd in the approximately 1000 square foot area at the east end of the public plaza that is under the existing building overhang.
2. The days and hours of operation shall be permitted as follows:  
11:00 AM – 10:00 PM Monday – Thursday  
11:00 AM – 11:00 PM Friday, Saturday  
11:00 AM – 9:00 PM Sunday
3. Outside entertainment in the form of speakers shall be permitted as follows:  
11:00 AM – 10:00 PM Monday – Thursday  
11:00 AM – 11:00 PM Friday, Saturday  
11:00 AM – 9:00 PM Sunday  
  
This shall exclude live outdoor entertainment.
4. 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.
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.



WHERE COMMUNITY AND SPIRIT MEET \*

---

June 6, 2024

Russell B. Hawes  
Chief Administrative Officer

At the June 5, 2024 meeting of the Planning and Zoning Commission, the following action was taken:

1. After a presentation by staff for a Special Use Permit for Outdoor Dining for Café Napoli at 436 N. Kirkwood Road (in The James apartment building), the Commission recommended approval by a vote of 7-0. A public hearing before the City Council is requested.
2. After a presentation by staff for a Major Site Plan Partial Amendment at Greenbriar Hills Country Club at 12665 Big Bend Blvd for changes to the pickleball court fencing, the Commissioner failed to recommend approval by a vote of 3-4. A public hearing before the City Council is requested.

Due to the Juneteenth and July 4 holidays, the next P&Z meeting will be held on July 17, 2024.

Respectfully submitted,

Jim Adkins, Chair  
Planning and Zoning Commission





APPLICATION FOR PLANNING AND ZONING REVIEW

DATE: 5/17/24 CASE NUMBER: 3-25
ZONING DISTRICT: B-2 LOCATOR NUMBER:
PROJECT ADDRESS: 436 N Kirkwood Rd,
PROJECT NAME: Cafe Napoli

ACTION REQUESTED

- CUP, Development Plan or Final Site Plan (circle one)
Development Plan, B4, B5, or R6 (circle one)
Final Site Plan, B4, B5, or R6 (circle one)
Site Plan Review, Minor or Major (circle one)
Site Plan Modification
Alternative Equivalency
Special Use Permit, Category: Restaurant Outdoor Dining
Subdivision, Major
Subdivision Modification
Text Amendment
Vacation, Right-of-Way or Easement (circle one)
Zoning Map Amendment, From to
Comments:

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): Kye Pietoso Signature: [Signature] Phone No.: (636) 757-3418
Mailing Address: 1450 Beale St #105 City: St. Charles State: MO Zip: 63303
E-mail: kye1014@gmail.com
Petitioner's Status: Corporation Partnership Individual
Relationship of Petitioner to Property: Owner Tenant - Napoli Brothers LLC Option Holder (Attach Copy of Contract) Other

AGENT INFORMATION

Agent's Name: Paul Fusz Signature: [Signature] Phone No.: 314-596-1174
Mailing Address: 190 Carondelet Plaza City: St. Louis State: MO Zip: 63105
E-mail Address: paul.fusz@cbre.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: Name:
Signature: Signature:
Address: Address:
City/State/Zip: City/State/Zip
Phone: Phone:

FOR CITY USE ONLY

Date Received: 5/17/24 Total Received: \$ 1000 Agenda Date: 6/5/24
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 ( )



WHERE COMMUNITY AND SPIRIT MEET<sup>®</sup>

May 31, 2024

TO: Paul Fusz – CBRE                      Kye Pietoso – Napoli Brothers LLC  
190 Carondelet Plaza                      1450 Beale St #105  
St. Louis, MO 63105                      St. Charles, MO 63303

SENT VIA EMAIL: [paul.fusz@cbre.com](mailto:paul.fusz@cbre.com); [kye1014@gmail.com](mailto:kye1014@gmail.com)

SUBJECT: PZ-3-25; 436 N Kirkwood Rd  
Special Use Permit for Outdoor Dining

Mr. Fusz and Mr. Pietoso:

The City of Kirkwood Public Services Department is in receipt of your application for a Special Use Permit for Outdoor Dining at 436 N Kirkwood Rd. This item will be placed on the Planning and Zoning Commission agenda for its **7:00 p.m. meeting Wednesday, June 5, 2024** at Kirkwood City Hall, 139 South Kirkwood Road (agenda enclosed). 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 will review the application in accordance with the Zoning Code. The Public Services Department has the following initial comments concerning the application:

1. Please see conditions in the enclosed memorandum to the Planning and Zoning Commission.

This is a preliminary review of the application. The Planning and Zoning Commission and Public Services Department will review the application in detail and provide further comments as necessary. This preliminary review 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 their 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 that reads "Lauren Hoerr".

Lauren Hoerr  
Planner I  
314-822-5899  
[hoerrla@kirkwoodmo.org](mailto:hoerrla@kirkwoodmo.org)

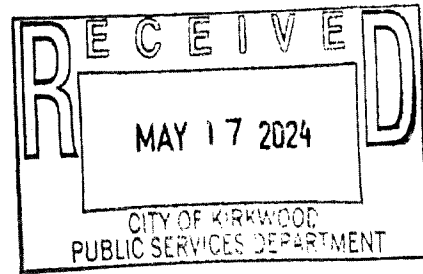
Enclosures: June 5, 2024 P&Z Meeting Agenda  
June 5, 2024 Memo to Planning and Zoning Commission

# NAPOLI

May 17, 2024

The City of Kirkwood  
Jonathan Raiche  
Director of Planning and Development Services

Re: The James – Kirkwood, MO



Thank you for considering Café Napoli's application for outdoor dining in the city of Kirkwood. Napoli is requesting approval for an outdoor dining area with 49 seats for guests. Napoli is also requesting exterior speakers on the patio to provide ambiance from the street noise. There will not be a bar in the outdoor area and this will be strictly dining.

**Use:** Italian Restaurant with a focus on Pizza, Pasta, Steak and Chops

**Employees:** 15-20 estimate. The maximum shift during peak hours Fri/Sat will be 20.

**Hours of operation:**

- 11:00 AM -10:00 PM Monday, Tuesday, Wednesday, Thursday
- 11:00 AM -11:00 PM Friday, Saturday
- 11:00 AM -9:00 PM Sunday

The Napoli Group is committed to continuing their success of 30+ years as restaurant leaders in the communities that they serve. The future is bright as they strive for steady, sustainable growth while committing to the highest quality food and service in the restaurant industry.

Their talented team of experienced restaurant management professionals has a proven record of food service success. Each team member specializes in specific areas of culinary expertise and food and beverage management. As operators, the experiences they have undertaken continue to shape the strategies they offer. What is clear is that no two restaurants are the same. As a restaurant management company, their seasoned team of food and beverage professionals focus on day-to-day operations, ensuring the ultimate experience in guest service, food quality operations.

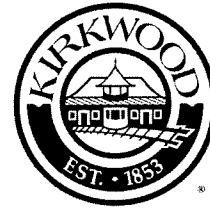
The Napoli Group's restaurant management team offers streamlined financial reporting and revenue management, as well as processes for operational efficiency, goal setting, financial results, market growth, quality of service and food, people management, and policies and procedures to shape the vision and future of the company.

For new restaurants, The Napoli Group's restaurant concept development services span across many different specialties, including market research, target audience formulation, and niche definition, often inspired by guest feedback and the local community. They assist in coordinating interior design, as well as cuisine, menu, and beverage program development at various service levels. Whether it be fine-dining, upscale casual or family casual, our experience in restaurant openings, manager selection, and staff training promote efficiency and financial profitability for new developments. Proven processes and procedures ensure daily proficiency, and forward-thinking planning ensures continued success.

Menu and beverage programs are designed with guests in mind. The Napoli Group's culinary team helps create processes for execution, efficiency, and profitability.

# MEMORANDUM

**TO:** PLANNING & ZONING COMMISSION  
**FROM:** LAUREN HOERR, CITY PLANNER I  
**SUBJECT:** PZ-03-25; 436 N. KIRKWOOD RD, – CAFÉ NAPOLI (SUP – OUTDOOR DINING)  
**DATE:** MAY 31, 2024  
**CC:** JONATHAN RAICHE, PLANNING & DEVELOPMENT SERVICES DIRECTOR



WHERE COMMUNITY AND SPIRIT MEET<sup>®</sup>

---

The applicant, Paul Fusz, on behalf of Napoli Brothers LLC, is requesting a Special Use Permit (SUP) for outdoor dining in the B-2, Central Business District, for a new restaurant. The restaurant will be located in a first floor suite of a mixed use, 5-story, multi-family building with other businesses located on the first floor. The applicant has indicated that there would be up to 49 outdoor dining seats on the covered patio on the northwest side of the building. The days and hours of operation are proposed as follows:

11:00 AM – 10:00 PM Monday – Thursday  
11:00 AM – 11:00 PM Friday, Saturday  
11:00 AM – 9:00 PM Sunday

The applicant anticipates 15-20 total employees, with a maximum of 20 during the peak hours of the Friday and Saturday shifts.

The applicant is also requesting outside entertainment in the form of speakers during the same hours of the restaurant hours of operation in accordance with Zoning Code Section 25-45(o)(6).

## DISCUSSION:

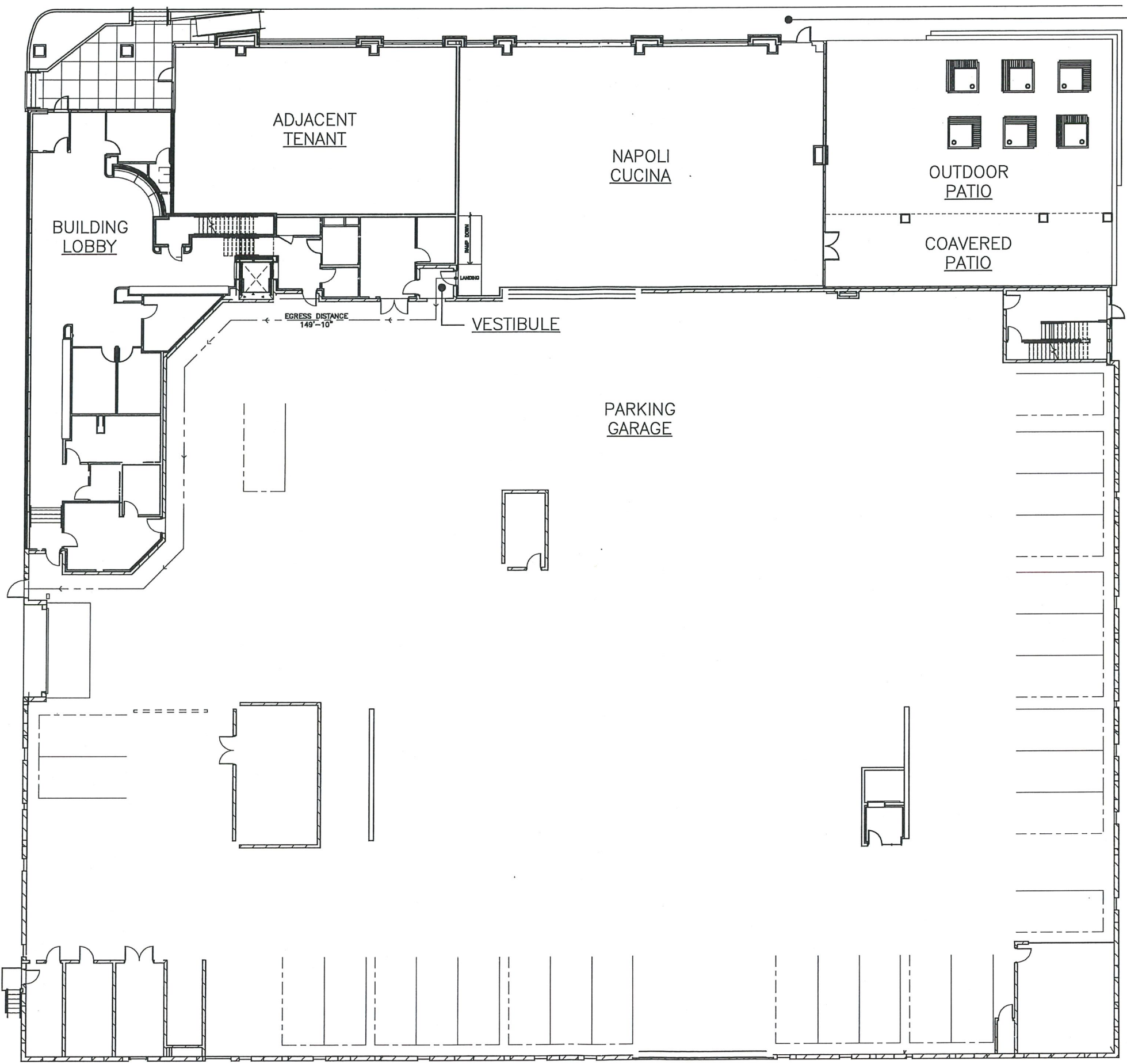
Zoning Matters signs were posted on the property on May 30, 2024. The covered patio area is about 1,037 square feet. According to Code Section 25-63(b)(3), the restaurant is allowed up to 49 outdoor dining seats without additional parking requirements as long as the seats are in an unenclosed area. Therefore, no additional on-site parking is required to accommodate this outdoor dining request. The interior of the restaurant occupies 4,721 square feet. With an allowed reduction of 15% for storage, restrooms, utilities or maintenance areas, loading docks, or other areas incidental to the principal use, the area used to calculate the parking requirement decreases to 4,012 square feet. Therefore, with a parking rate of 1 space per 100 square feet of floor area, the restaurant would require 40 parking spaces. The James Apartment complex has a total of 152 dwelling units, and at a parking rate of 1.5 spaces per dwelling unit, requires 228 parking spaces. The adjacent UMB bank branch on the first floor occupies 2,200 square feet and at a parking rate of 1 space per 300 square feet, requires 7 parking spaces. In additions, the leasing office and the guest suite require 1 space each. In total, 277 parking spaces are required for the site. The property currently contains a parking garage and surface parking lots that provide a total of 291 off street parking spaces.

## 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 June 5, 2024 meeting rather than the formation of a subcommittee.

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

1. A Special Use Permit for Outdoor Dining shall be approved for the property addressed as 436 N. Kirkwood Rd in the approximately 1000 square foot area at the east end of the public plaza that is under the existing building overhang.
2. The days and hours of operation shall be permitted as follows:  
11:00 AM – 10:00 PM Monday – Thursday  
11:00 AM – 11:00 PM Friday, Saturday  
11:00 AM – 9:00 PM Sunday
3. Outside entertainment in the form of speakers shall be permitted as follows:  
11:00 AM – 10:00 PM Monday – Thursday  
11:00 AM – 11:00 PM Friday, Saturday  
11:00 AM – 9:00 PM Sunday  
  
This shall exclude live outdoor entertainment.
4. 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.
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.



SIDEWALK/  
PUBLIC WAY

NOT FOR  
CONSTRUCTION

SEAL  
CERTIFICATE OF AUTHORITY  
MISSOURI LIC. #2014008379  
BRADLEY COLLINS PETERSON  
MISSOURI LIC. #006865

**bradley|collins, llc**  
a  
r  
c  
h  
i  
t  
e  
c  
t  
u  
r  
e  
131 east drake avenue  
st. louis, mo 63119  
phone: 314-968-2899  
www.bradley-collins.com

ISSUES / REVISIONS :	
NO.	DATE
	REMARKS

**INTERIOR BUILD-OUT**  
**NAPOLI CUCINA**  
**416 N. KIRKWOOD ROAD, SUITE 103**  
**KIRKWOOD, MO 63122**  
**BUILDING PLAN**

PROJECT NUMBER  
24003

PROJECT PHASE  
CONTRACT DOCUMENTS

DRAWN BY:  
BCP

CHECKED BY:  
BCP

DATE:  
05.03.2024

SHEET NO.

**A1.1**

2 OF 14

SIDEWALK/  
PUBLIC WAY

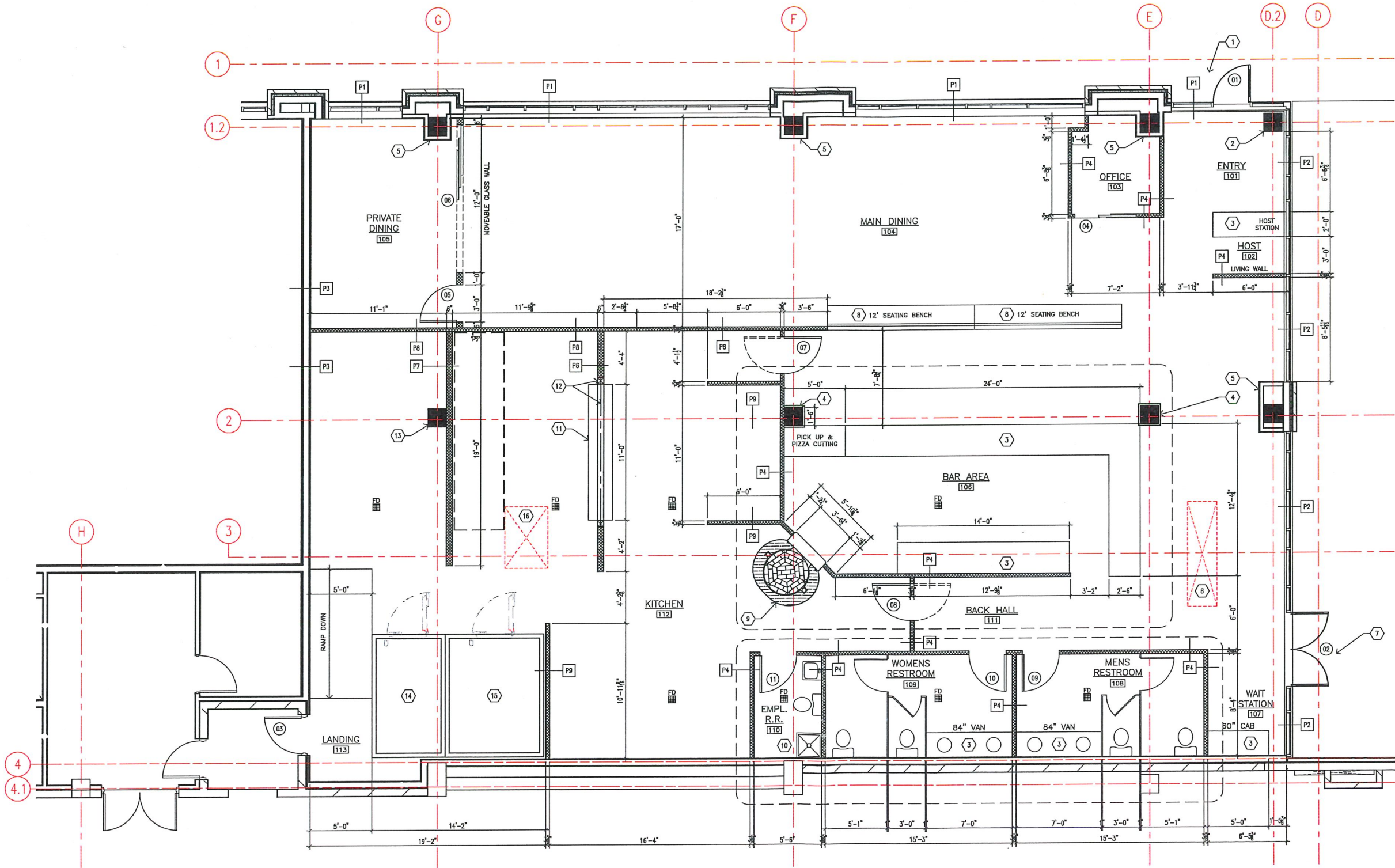
SURFACE  
PARKING LOT



NOT FOR CONSTRUCTION

SEAL  
CERTIFICATE OF AUTHORITY  
MISSOURI LIC. #2014008379  
BRADLEY COLLINS PETERSON  
MISSOURI LIC. #006865

**bradley|collins, llc**  
architecture  
131 east drake avenue  
st. louis, mo 63119  
phone: 314-968-2899  
www.bradley-collins.com



**FLOOR PLAN KEYED NOTES**

- ① EXISTING CITY OF KIRKWOOD CONCRETE SIDEWALK.
- ② EXISTING CONCRETE COLUMN - PAINT.
- ③ MILLWORK DESIGNED & PROVIDED BY OTHERS - INSTALLED BY GENERAL CONTRACTOR.
- ④ EXISTING CONCRETE COLUMN - FURR OUT WITH 2-1/2" METAL STUDS AND 5/8" GYP. BD. FINISH - PAINT.
- ⑤ EXISTING CONCRETE COLUMN WITH GYP. BD. FINISH - PAINT.
- ⑥ MJA RETAIL CHASE TO ROOF ACCESS AT CEILING ABOVE.
- ⑦ EXISTING CONCRETE PATIO.
- ⑧ BUILT-IN SEATING - MILLWORK DESIGNED & PROVIDED BY OTHERS - INSTALLED BY GENERAL CONTRACTOR.
- ⑨ PIZZA OVEN - SEE \_\_\_\_\_ FOR BALANCE OF INFORMATION.
- ⑩ MOP SINK - SEE PLUMBING DRAWINGS.
- ⑪ STAINLESS STEEL SHELF AT PASS THROUGH - A.F.F.
- ⑫ C7 X 9.8 BEAM WITH TS 6X6 X 9.5' COLUMN AT EACH END BEAM.
- ⑬ EXISTING CONCRETE COLUMN - INSTALL FRP FINISH.
- ⑭ 6' X 10' WALK-IN-FREEZER - SEE KITCHEN DRAWINGS.
- ⑮ 8' X 10' WALK-IN-COOLER - SEE KITCHEN DRAWINGS.
- ⑯ RETAIL GREASE DUCT CHASE TO ROOF ACCESS AT CEILING ABOVE.

**GENERAL NOTES:**

- 1. CONTRACTOR TO VERIFY EXISTING CONDITIONS. NOTIFY THE DESIGNER IN RESPONSIBLE CHARGE WITH ANY DISCREPANCIES.
- 2. ALL FIRE PROTECTION, MECHANICAL, ELECTRICAL & PLUMBING IMPROVEMENTS SHALL BE PERFORMED BY CONTRACTORS LICENSED AND CERTIFIED FOR EACH RESPECTIVE TRADE AS REQUIRED IN THE STATE OF MISSOURI, ST. LOUIS COUNTY, THE CITY OF KIRKWOOD, MISSOURI AND WITH LOCAL AUTHORITIES HAVING JURISDICTION REGARDING THE PROJECT SITE.
- 3. EXISTING PARTITIONS TO REMAIN UNLESS NOTED OTHERWISE.
- 4. NEW PARTITIONS SHOWN SHADED. SEE PARTITION TYPES.
- 5. INSTALL BLOCKING AT WALLS AS REQUIRED BY MANUFACTURER SPECIFICATIONS FOR ALL WALL MOUNTED EQUIPMENT AND FURNISHINGS. BLOCKING AND SHEATHING TO BE FIRE RETARDANT PER CODE.
- 6. ALL EQUIPMENT TO BE PROVIDED AND INSTALLED BY GENERAL CONTRACTOR AND GENERAL CONTRACTOR'S REPRESENTATIVES PER ANY AND ALL APPLICABLE CODES.
- 7. EXISTING TENANT ENTRY & EXIT DOORS TO REMAIN. BUILDING OWNER TO ENSURE THAT EXISTING HARDWARE TO REMAIN IS IN OPERABLE CONDITION AS REQUIRED PER CODE OR INSTALL NEW HARDWARE PER CODE.
- 8. PATCH AND REPAIR EXISTING CONCRETE FLOORS AS REQUIRED TO PROVIDE LEVEL FINISH.
- 9. FIRE, SMOKE AND OTHER SEPARATIONS OR BARRIERS BETWEEN BUILDING TENANTS, AS REQUIRED BY BUILDING CODES, SHALL BE PROVIDED AND INSTALLED BY BUILDING OWNER PER ANY AND ALL APPLICABLE BUILDING CODES.

ISSUES / REVISIONS :	
NO.	REMARKS

**INTERIOR BUILD-OUT**  
NAPOLI CUCINA  
416 N. KIRKWOOD ROAD, SUITE 103  
KIRKWOOD, MO 63122  
FLOOR PLAN

PROJECT NUMBER  
24003

PROJECT PHASE  
CONTRACT DOCUMENTS

DRAWN BY:  
BCP

CHECKED BY:  
BCP

DATE:  
05.03.2024

SHEET NO.

**A1.4**  
5 OF X

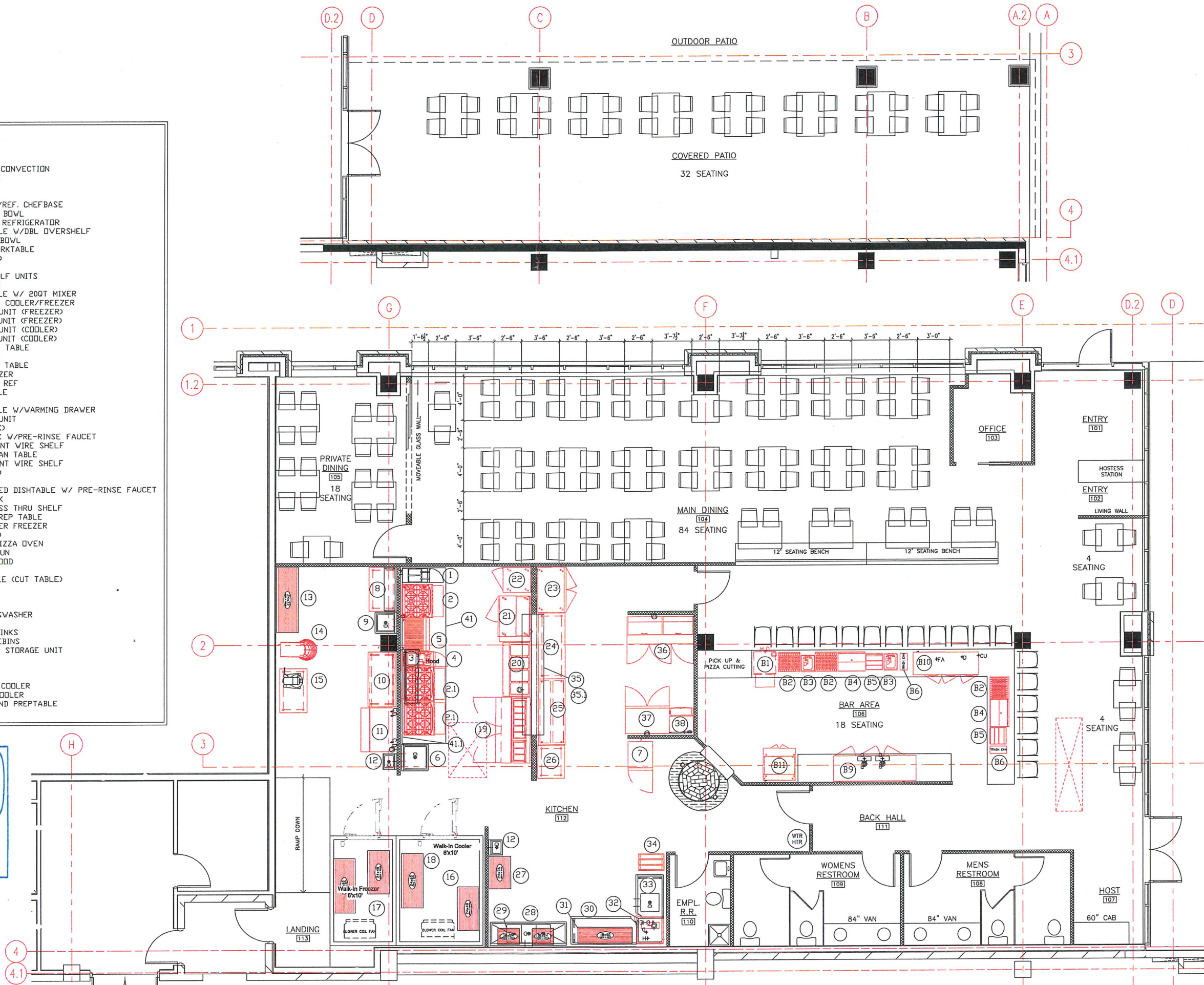
1 FLOOR PLAN  
SCALE: 1/4" = 1'-0"

NOT FOR CONSTRUCTION

SEAL  
 CERTIFICATE OF AUTHORITY  
 MISSOURI LIC. #2014008379  
 BRADLEY COLLINS PETERSON  
 MISSOURI LIC. #006865

**bradleycollins, llc**  
 architecture  
 131 east drake avenue  
 st. louis, mo 63119  
 phone: 314-968-2899  
 www.bradley-collins.com

- EQUIPMENT LIST**
1. 40LB FRYER
  2. 6 BURNER RANGE W/CONVECTION
  - 2.1 (2) 6 BURNER RANGE
  3. CHEESEMELTER
  4. PASTA COOKER
  5. 36" CHARBROILER W/REF. CHEFBASE
  6. 1 COMP SINK, 24X24 BOWL
  7. SINGLE GLASS DOOR REFRIGERATOR
  8. 30X48 S.S. WORKTABLE W/DBL OVERSHELF
  9. 1 COMP SINK, 18X18 BOWL
  10. 30X60 WOOD TOP WORKTABLE
  11. ICE MACHINE (LEASE)
  12. (2) HAND SINK
  13. (2) 24X72 WIRE SHELF UNITS
  14. SPIRAL DOUGH MIXER
  15. 30X48 S.S. WORKTABLE W/ 20QT MIXER
  16. 14'X10'X8'6" WALK-IN COOLER/FREEZER
  17. 24X48 WIRE SHELF UNIT (FREEZER)
  - 24X60 WIRE SHELF UNIT (FREEZER)
  - 24X48 WIRE SHELF UNIT (COOLER)
  - 24X60 WIRE SHELF UNIT (COOLER)
  19. 72" REF PIZZA PREP TABLE
  20. 4 WELL STEAMTABLE
  21. 50" REF PIZZA PREP TABLE
  22. UNDERCOUNTER FREEZER
  23. 2 DDDR GLASS DOOR REF
  24. 30X72 S.S. WORKTABLE
  25. 30X72 DISH CABINET
  26. 30X36 S.S. WORKTABLE W/WARMING DRAWER
  27. 24X36 WIRE SHELF UNIT (ABOVE 3 COMP SINK)
  28. 3 COMPARTMENT SINK W/PRE-RINSE FAUCET
  29. (4) 18X24 WALL MOUNT WIRE SHELF
  30. 72" RIGHT SIDE CLEAN TABLE
  31. (4) 18X60 WALL MOUNT WIRE SHELF (ABOVE CLEANTABLE)
  32. DISHWASHER (LEASE)
  33. 48" LEFT SIDE SOILED DISHTABLE W/ PRE-RINSE FAUCET
  34. BUN/SHEET PAN RACK
  35. 24"X132" DOUBLE PASS THRU SHELF
  36. 3 DDDR REF SAND PREP TABLE
  37. 2 DDDR UNDERCOUNTER FREEZER
  38. ICE MACHINE (LEASE)
  39. OVEN, WOOD/COAL PIZZA OVEN
  40. PIZZA OVEN VENT RUN
  41. 192"X48" EXHAUST HOOD
  - 41.1 FIRE SUPPRESSION
  43. 30X60 S.S. WORKTABLE (CUT TABLE)
- BAR EQUIPMENT**
- B1. UNDERCOUNTER GLASSWASHER
  - B2. (3) GLASS RACKS
  - B3. (2) UNDERBAR HAND SINKS
  - B4. (2) 24" UNDERBAR ICEBINS
  - B5. (2) UNDERBAR BOTTLE STORAGE UNIT
  - B6. (2) TRASH CANS
  - B7. BLANK NUMBER
  - B8. BLANK NUMBER
  - B9. 90" REF DRAFT BEER COOLER
  - B10. 72" REF BACK BAR COOLER
  - B11. 36" REF MEGATOP SAND PREPTABLE



RECEIVED  
 MAY 17 2024  
 CITY OF KIRKWOOD  
 PUBLIC SERVICES DEPARTMENT

1 FIXTURE & EQUIPMENT PLAN  
 SCALE: 1/4" = 1'-0"

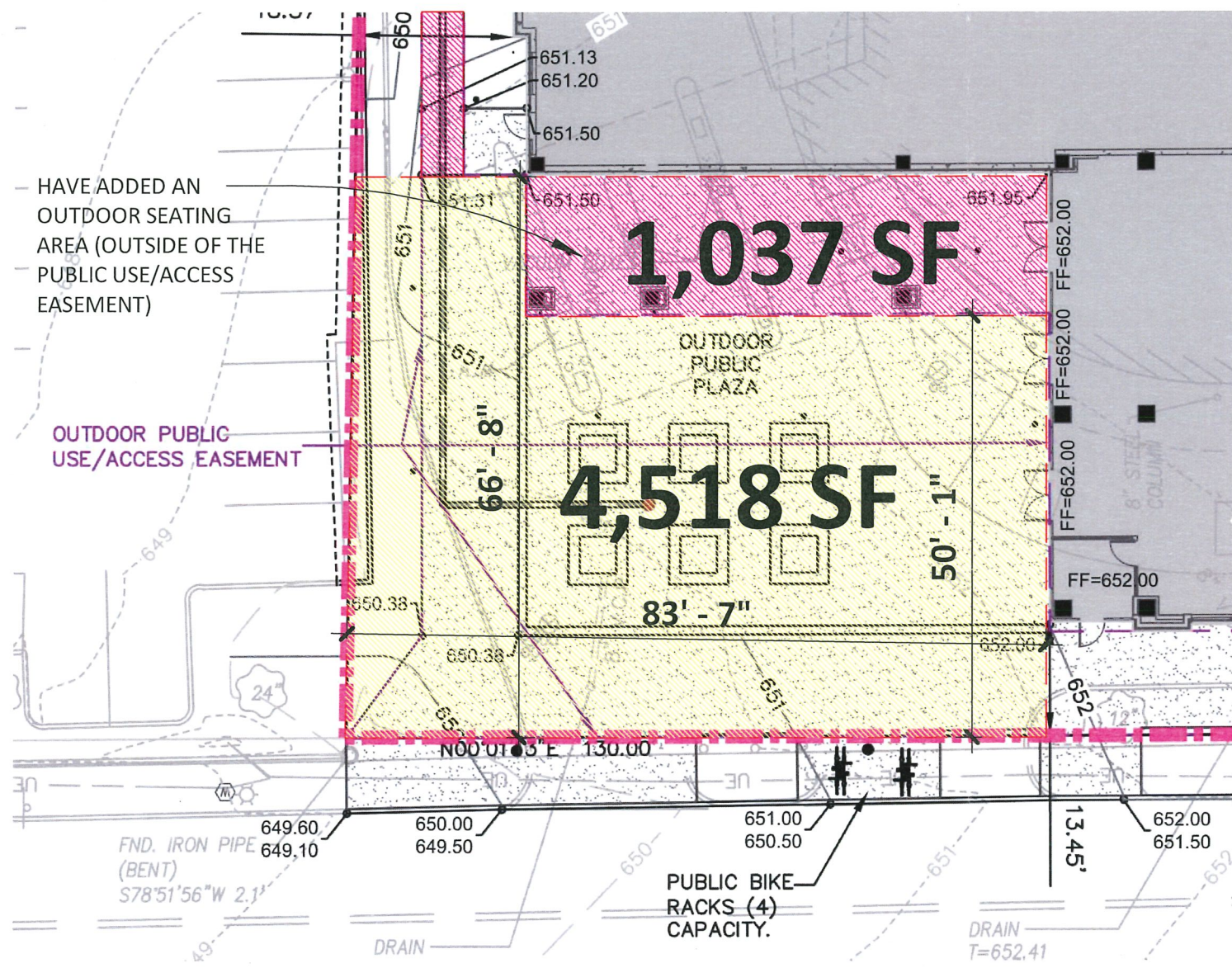
ISSUES / REVISIONS		REMARKS
NO.	DATE	

**INTERIOR BUILD-OUT**  
 NAPOLI CUCINA  
 416 N. KIRKWOOD ROAD, SUITE 103  
 KIRKWOOD, MO 63122  
 FIXTURE & EQUIPMENT PLAN

PROJECT NUMBER  
 24003  
 PROJECT PHASE  
 CONTRACT DOCUMENTS  
 DRAWN BY:  
 BCP  
 CHECKED BY:  
 BCP  
 DATE:  
 05.03.2024  
 SHEET NO.

**A1.6**  
 7 OF 14





HAVE ADDED AN OUTDOOR SEATING AREA (OUTSIDE OF THE PUBLIC USE/ACCESS EASEMENT)

OUTDOOR PUBLIC USE/ACCESS EASEMENT

PLAZA PORTION

1,037 SF
+ 4,518 SF
<hr/>
5,555 SF

**2A** Plaza Plan\_TCC-ESG - Close-Up  
 Z\_AD5 1" = 30'-0"

KIRKWOOD MIXED USE APARTMENTS  
 426 N Kirkwood Rd / Kirkwood MO 63122

OUTDOOR PUBLIC SPACE &  
 PLAZA COMPARISON



BILL 11041

ORDINANCE

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY CLERK TO SUBMIT A PROPOSITION TO THE VOTERS WITHIN THE CITY OF KIRKWOOD AT THE NOVEMBER 5, 2024 ELECTION CALLING FOR AN AMENDMENT TO SECTION 3.13(a) OF THE CITY CHARTER, TO ELIMINATE THE RESIDENCY REQUIREMENT FOR THE CITY ATTORNEY

WHEREAS, the Kirkwood City Charter was approved and adopted by the voters in Kirkwood at an election held on April 5, 1983, and

WHEREAS, Section 11.5 of the City Charter provides that Charter Amendments may be proposed by ordinance of the council, and

WHEREAS, Section 3.13(a) of the City Charter currently requires that the City Attorney shall be a resident of the City of Kirkwood in addition to being licensed to practice law in the State of Missouri, and

WHEREAS, the City Council has recently engaged in a search for a new City Attorney and believes it is in the best interests of the city to eliminate the residency requirement for the City Attorney to allow the City Council to expand the possible candidates to serve as City Attorney so that the City Council can hire the best person to serve as City Attorney, irrespective of residency, and

WHEREAS, the City Council recommends that Section 3.13(a) of the City Charter be amended to remove the requirement that the City Attorney shall be a resident of the City of Kirkwood, and

WHEREAS, the City Council directs the City Clerk to submit to the Board of Election Commissioners the ballot language set forth in Section 1 below providing for a single amendment to Section 3.13(a) of the City Charter by removing the city residency requirement for the City Attorney.

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

SECTION 1. That the City Clerk shall take such action as necessary for the purpose of placing the following proposition on the November 5, 2024 ballot:

**PROPOSITION R**

Shall Section 3.13(a) of the Kirkwood Charter be amended to eliminate the City Attorney residency requirement, to read as follows:

The council shall appoint an officer who shall have the title of City Attorney.

The City Attorney shall be licensed to practice law in the State of Missouri.

Yes

No

SECTION 2. This ordinance shall be in full force and effect after its passage and approval, as provided by law.

PASSED AND APPROVED THIS DAY OF.

---

Mayor, City of Kirkwood

ATTEST:

---

City Clerk

1<sup>ST</sup> Reading:

2<sup>nd</sup> Reading:

# Legislation Request

## Ordinance

Place On The Agenda Of: 7/18/2024

Step #1:

Strategic Plan Select... Goal # & Title

Background To Issue:

The Kirkwood City Charter, under Section 3.13(a), requires that the City Attorney reside in the City of Kirkwood.

Recommendations and Action Requested:

Adopt an Ordinance authorizing the City Clerk to submit a proposition to the voters within the City of Kirkwood at the November 5, 2024 election calling for an amendment to Section 3.13(a) of the City Charter to eliminate the residency requirement for the City Attorney.

Alternatives Available:

Does this project have a public information component?  Yes  No

Cost: \$0.00

Account #: 000000000000000000

Project #:

If YES, Budgeted Amount: \$0.00

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

Department Head Comments:

Budgeted: YES


BY: Laurie Asche

Date: 7/10/2024

Authenticated: aschelb

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

 File Attachment

 File Attachment

 File Attachment

---

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

Select...

Purchasing Director's Comments:

BY: Select...

Date:

Authenticated:

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

 File Attachment

 File Attachment

 File Attachment

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

Select...

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

BY: Select...

Date:

Authenticated:

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



Approve



Disapprove

Chief Administrative Officer's Comments:

BY:



Date:

7-12-24

BILL 11042

ORDINANCE

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

WHEREAS, in Ordinance 8079, and as readopted in Ordinances 8340, 8445, 8641, 8745, 8840, 8941, 9063, 9185, 9327, 9418, 9529, 9619, 9698, 9788, 9868, 9943, 10030, 10144, 10218, 10282, 10352, 10427, 10512, 10620, 10678, 10723, 10768, 10823 the Council of the City of Kirkwood established a policy to disclose potential conflicts of interest and substantial interests for certain officials, and

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

PASSED AND APPROVED THIS DAY OF.

---

Mayor, City of Kirkwood

ATTEST:

---

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

# Legislation Request

## Ordinance

Place On The Agenda Of: 8/1/2024

Step #1:

Strategic Plan Select... Goal # & Title

Background To Issue:

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

Recommendations and Action Requested:

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

Alternatives Available:

Does this project have a public information component?  Yes  No

Cost: \$0.00

Account #: 0000000000000000

Project #:

If YES, Budgeted Amount: \$0.00

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

Department Head Comments:

Budgeted: YES

BY: Laurie Asche

Date: 7/11/2024

Authenticated: aschelb

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

 File Attachment

 File Attachment

 File Attachment

---

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

Select...

Purchasing Director's Comments:

BY: Select...

Date:

Authenticated:

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

 File Attachment

 File Attachment

 File Attachment

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

Select...

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

BY: Select...

Date:

Authenticated:

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



Approve



Disapprove

Chief Administrative Officer's Comments:

BY:



Date:

7-26-24

BILL 11043

ORDINANCE

AN ORDINANCE AMENDING THE KIRKWOOD CODE OF ORDINANCES, CHAPTER 14, ARTICLE VIII. SECTION 14-393 "SCHEDULE C: NO PARKING ZONES" BY REMOVING THE NO PARKING RESTRICTION IN FRONT OF 1007 NORTH WOODLAWN AVENUE ON THE WEST SIDE OF NORTH WOODLAWN AVENUE.

WHEREAS, the Street Code Issues Team (SCIT) received a request from the property owner of 1007 North Woodlawn Avenue to remove the no parking restriction in from of their home on the west side of North Woodlawn Avenue, and

WHEREAS, SCIT has reviewed the request and agrees with the property owner that the no parking restriction be removed in the aforementioned area, and

WHEREAS, SCIT recommends that the "no parking" restriction be removed from in front of 1007 North Woodlawn Avenue on the west side of North Woodlawn Avenue.

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

SECTION 1. The Kirkwood Code of Ordinances, Chapter 14, Article VIII. Section 14-393 (c) is hereby amended as follows:

~~Woodlawn Avenue, west side, from Quan Avenue north to 1015 North Woodlawn~~

~~Quan Avenue, to Manchester Road, except between the southern and northern property lines of 1007 Woodlawn~~

SECTION 2. The Street Department is hereby directed to remove the "No Parking Signs" in the above location.

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

PASSED AND APPROVED THIS DAY OF.

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

ATTEST:

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

# Legislation Request

## Ordinance

Place On The Agenda Of: 8/1/2024

Step #1:

Strategic Plan YES

Goal # & Title Goal 3. Enhance the quality of life of citizens

Background To Issue:

The SCIT Committee received a request from the homebuilder of 1007 North Woodlawn Avenue to remove the no parking restriction in front of this newly built home on the west side of North Woodlawn Avenue. The SCIT committee has reviewed this request and recommends approval of the removal of the no parking restriction at 1007 North Woodlawn Avenue. The ordinance shall be revised from "Woodlawn Avenue, West side from Quan Avenue north to 1015 North Woodlawn to Woodlawn Avenue" to "Quan Avenue to Manchester Road except between the southern and northern property lines of 1007 Woodlawn". This ordinance change will also add a no parking restriction to the code between 1015 Woodlawn and Manchester Road on the west side, which is consistent with the signage and usage of North Woodlawn today.

Recommendations and Action Requested:

The SCIT Committee recommends approval of removing the no parking restriction at 1007 North Woodlawn Avenue by amending Section 14-393. Schedule C: No Parking Zones, by revising the code language from "Woodlawn Avenue, West side from Quan Avenue north to 1015 North Woodlawn to Woodlawn Avenue" to "Quan Avenue to Manchester Road except between the southern and northern property lines of 1007 Woodlawn".

Alternatives Available:

Does this project have a public information component?  Yes  No

Cost: \$0.00

Account #: N/A

Project #:

If YES, Budgeted Amount: \$0.00

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

Department Head Comments:

Budgeted: YES

BY: Christopher Krueger

Date: 7/24/2024

Authenticated: kruegeca

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

 File Attachment

 File Attachment

 File Attachment

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

Select...

Purchasing Director's Comments:

BY: Select...

Date:

Authenticated:

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

 File Attachment

 File Attachment

 File Attachment

---

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

Select...

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

BY: Select...

Date:

Authenticated:

---

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

Approve     Disapprove

Chief Administrative Officer's Comments:

BY:



Date:

7-26-24

RESOLUTION 111-2024

A RESOLUTION ACCEPTING THE BID OF SUNBELT SOLOMON SOLUTIONS IN THE AMOUNT OF \$67,425 FOR THE PURCHASE OF SINGLE PHASE DUAL VOLTAGE POLE MOUNT TRANSFORMERS FOR THE ELECTRIC DEPARTMENT AND AUTHORIZING AND DIRECTING THE DIRECTOR OF PROCUREMENT TO ISSUE A PURCHASE ORDER.

WHEREAS, pursuant to law, the City solicited bids for the purchase of Single Phase Dual Voltage Pole Mount Transformers for the Electric Department, and

WHEREAS, the most responsible bid received was that of Sunbelt Solomon Solutions in the amount of \$67,425, which bid acceptance is approved by the Chief Administrative Officer and recommended by the Director of Procurement and the Director of Electric, and

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

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

SECTION 1. The bid of Sunbelt Solomon Solutions in the amount of \$67,425 for the purchase of Single Phase Dual Voltage Pole Mount Transformers for the Electric Department is hereby accepted and approved.

SECTION 2. The Director of Procurement is hereby authorized and directed to issue a Purchase Order to Sunbelt Solomon Solutions in the amount of \$67,425 for the purchase of Single Phase Dual Voltage Pole Mount Transformers for the Electric Department.

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

PASSED AND APPROVED THIS 1<sup>ST</sup> DAY OF AUGUST 2024.

---

Mayor, City of Kirkwood

ATTEST:

---

City Clerk

# Legislation Request

## Resolution

Place On The Agenda Of: 7/1/2024

Step #1:

Strategic Plan Select... Goal # & Title Goal 1; Objective 1; Strategy D - Monitor Infrastructure to ensure...

Background To Issue:

The Procurement Department solicited bids for single phase pole mount transformers that will be used for Kirkwood Electric's distribution system modernization.

Recommendations and Action Requested:

Approval of a resolution authorizing the Director of Procurement to enter into a purchase order with Sunbelt Solomon in the amount of \$67,425 for single phase pole mount transformers.

Alternatives Available:

These rebuilt dual voltage transformers have a lead time of 3 weeks on the low end and provide the department with a favorable lead time situation for deployment in time for the new substation next Summer.

Does this project have a public information component?  Yes  No

Cost: \$67,425.00 Account #: 501-20-250-254-000-620080 Project #:

If YES, Budgeted Amount: \$67,425.00 If NO, or if insufficient funding (Complete Step #3).

Department Head Comments: Budgeted: YES

The Department recommends approval of the resolution. This will provide the department with 4-15 kVA, 8-25 kVA, 12-37.5 kVA and 9-50 kVA transformers. These transformers will be installed in the southwest part of the Kirkwood Electric service territory and will operate on circuits out of the new Sugar Creek substation.

BY: Mark Petty Date: 7/23/2024 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: 7/23/2024

Authenticated: sfo

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



202407231321.pdf  
Adobe Acrobat Document  
36.6 KB

File Attachment

File Attachment

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

Budgetary Approval

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

Budgetary appropriation is available and sufficient for \$67,425.00 in account 501--20-250-254-000-620080 Distribution System Improvement to approve the above as requested.

BY: Mary Sprung

Date: 7/23/2024

Authenticated: mjs

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

Approve     Disapprove

Chief Administrative Officer's Comments:

BY: 

Date: 7-26-24

July 23, 2024

To: Russel B. Hawes, Chief Administrative Officer

**For Your Consideration:** Single Phase Dual Voltage Pole Mount Transformers - 14067

Bids were opened on July 17, 2024, for Single Phase Dual Voltage Transformers. The bid tabulation is as follows:

<u>Vendor</u>	<u>Totals</u>
Sunbelt-Solomon Solutions	\$67,425.00
T&R Electric Supply Co., Inc.	\$83,727.00
Graybar Electric Co.	\$142,853.30
Cape Electrical Supply	\$199,486.00

Bid requests were sent to registered suppliers through our eProcurement system, however, only those as mentioned above submitted.

The bids were provided to Mark Petty, Electric Director, for evaluation. It is recommended that the bid be awarded to Sunbelt Solomon Solutions, as their bid of \$67,425.00 is the most responsive and responsible bid meeting specifications.

Attached is a request from Mark Petty for a resolution authorizing a purchase order to be issued to Sunbelt Solomon Solutions in the amount of \$67,425.00 for Single Phase Dual Voltage Pole Mount Transformers.

Respectfully,



Sara Foan-Oliver  
Procurement Director

RESOLUTION 112-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF KIRKWOOD AND THE CITY OF GLENDALE FOR CONSTRUCTION ENGINEERING FOR NEW SIDEWALKS, CURBS, GUTTERS, AND STREET RESURFACING ON EAST ESSEX AVENUE BETWEEN DICKSON AND SAPPINGTON IN THE AMOUNT NOT TO EXCEED OF \$46,719.09.

WHEREAS, the Cities of Kirkwood and Glendale received a joint Surface Transportation Program (STP) Grant with the City of Glendale for the STP-9901(953) East Essex Avenue Reconstruction Project, and

WHEREAS, the City of Glendale has taken lead on the project, with the design for the project and right-of-way acquisition for the project is completed, and

WHEREAS, the City of Glendale has drafted an Intergovernmental Agreement to cover additional costs associated with the final design in the amount of \$1,669.51, and construction engineering/administration in the amount of \$45,049.58, totaling \$46,719.09, and

WHEREAS, the additional costs of \$1,669.51 associated with the final design was due to changes in the plan to accommodate homeowner's requests during right-of-way acquisition, and

WHEREAS, staff is recommending that the Mayor enter into an Intergovernmental Agreement between the City of Kirkwood and the City of Glendale for Construction Engineering for new sidewalks, curbs, gutters, and street resurfacing on East Essex Avenue between Dickson and Sappington in the not to exceed amount of \$46,719.09.

WHEREAS, funds are available in Account #301-05-070-000-000-620070 (Street Improvements).

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 Intergovernmental Agreement between the City of Kirkwood and the City of Glendale for Construction Engineering for new sidewalks, curbs, gutters, and street resurfacing on East Essex Avenue between Dickson and Sappington in the amount not to exceed of \$46,719.09.

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

PASSED AND APPROVED THIS 1<sup>ST</sup> DAY OF AUGUST 2024.

---

Mayor, City of Kirkwood

ATTEST:

---

City Clerk

# Legislation Request

## Resolution

Place On The Agenda Of: 8/1/2024

Step #1:

Strategic Plan YES      Goal # & Title Quality of Life: Goal 3, Objective 1, Strategy B, Pedestrian Plan

Background To Issue:

East Essex is a joint project with the Glendale and Kirkwood to add a sidewalk, curb and gutter, and street resurfacing between Dickson and Sappington. A federal grant was awarded for this project. Design is completed, right of way acquisition is also completed and the project bids on July 26. A separate legislation will be forthcoming approving the construction contract. Glendale has been the lead entity in this project and has drafted an Intergovernmental Agreement #2 for Kirkwood's approval. Intergovernmental Agreement #2 covers two items. An overrun on design costs in the amount of approximately 4% and the request for construction engineering and administrative services. The original cost of design for the Kirkwood side of this project was \$42,034.85 with 80% of these costs reimbursed by MoDOT, resulting with a direct cost to Kirkwood of \$8,406.97. Additional costs associated with final design for changes in the plan to accommodate Kirkwood homeowners requests resulted in a total design cost of \$43,704.36, a difference of \$1,669.51 (approx. 4%) from what was budgeted. This are costs covering only funds spent for Kirkwood, not for Glendale. There was no contingency approved in the original council resolution approving the design cost. For the Kirkwood portion of the construction engineering and administration contract submitted by Lochmueller to Glendale, the cost to Kirkwood is \$45,049.58, while the cost to be paid by Glendale \$100,338.42. The overrun for design of \$1,669.51, plus the cost of the \$45,049.58 totals to \$46,719.09.

Recommendations and Action Requested:

It is recommended that City Council approve a resolution approving the intergovernmental agreement with the City of Glendale, in an amount not to exceed \$46,719.09.

Alternatives Available:

Does this project have a public information component?  Yes  No

Cost: \$46,719.09      Account #: 301-05-070-000-000-620070      Project #: N/A

If YES, Budgeted Amount: \$46,719.09      If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:      Budgeted: YES

BY: Christopher Krueger      Date: 7/23/2024      Authenticated: Ckrueger

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

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

Approve

Purchasing Director's Comments:

BY: Sara Foan-Oliver

Date: 7/23/2024

Authenticated: sfo

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



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

Budgetary Approval

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

Budgetary appropriation is available and sufficient for \$46,719.09 in account 301-05-070-000-000-620070 Street Improvements to approve the above as requested.

BY: Mary Sprung

Date: 7/24/2024

Authenticated: mjs

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

Approve     Disapprove

Chief Administrative Officer's Comments:

BY: 

Date: 7-26-24



## **INTERGOVERNMENTAL AGREEMENT**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is hereby made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the City of Glendale, Missouri (“Glendale”) and the City of Kirkwood, Missouri (“Kirkwood”), regarding the Supplemental Agreement #2 to the Engineering Services Contract (ESC), and the Construction Engineering Services Contract (CE) pertaining to the E. Essex Ave Reconstruction Project, Federal Surface Transportation Program (STP) project number 9901 (653).

WHEREAS, Glendale and Kirkwood entered into an Intergovernmental Agreement mutually agreeing to costs and provisions of an ESC with Lochmueller Group,

AND WHEREAS, the ESC contains a Scope of Services and explicitly states that any services performed outside of the Scope of Services is to be billed at a set rate,

AND WHEREAS, both Glendale and Kirkwood requested work by Lochmueller that was over and above the Scope of Services outlined in the ESC,

AND WHEREAS, Lochmueller Group has submitted a Supplemental Agreement to Glendale requesting payment for the additional work totaling \$6,780.61,

AND WHEREAS, at Glendale’s request, Lochmueller Group has submitted a CE Services Contract Proposal in the amount of \$145,418.00,

AND WHEREAS, conforming with previous Agreements, Glendale shall be responsible for 69% and Kirkwood shall be responsible for 31% of the cost of the CE Services Contract.

NOW THEREFORE, in consideration of certain mutual benefits insuring to the parties hereto, and to the public, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. Glendale will pay Lochmueller the full cost of the Supplemental Agreement.
2. Kirkwood shall pay Glendale \$1,669.51, representing the cost of the extra work requested by Kirkwood and outlined in the Supplemental Agreement.
3. Glendale shall pay Lochmueller the full cost of the CE Services Contract.
4. Kirkwood shall pay Glendale \$45,079.58, representing the CE Services that will be performed within the Kirkwood portion of the project.
5. Glendale and Kirkwood hereby agree to all terms, conditions, articles, and other provisions, chapters, or contents of the Lochmueller CE Contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

City of Kirkwood, Missouri

City of Glendale, Missouri

\_\_\_\_\_  
Authorized Officer

  
\_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
Title

Mayor  
\_\_\_\_\_  
Title

A RESOLUTION AUTHORIZING INTERGOVERNMENT AGREEMENT #3  
PERTAINING TO THE JOINT VENTURE WITH THE CITY OF KIRKWOOD FOR  
THE EAST ESSEX AVENUE ROAD SURFACE TRANSPORTATION PROJECT

**WHEREAS**, the City of Glendale has previously entered into a joint venture with the City of Kirkwood, Intergovernmental Agreements have been developed and approved by each city for the purpose of documenting payment terms regarding each contract related to the project; and

**WHEREAS**, two Intergovernmental Agreements have been developed and approved by each city, the first agreement outlines payment terms related to the authorization of the Engineering Services Contract; the second agreement outlines payment terms related to the authorization of the ROW Acquisition Contract; and

**WHEREAS**, Lochmueller has recently submitted ESC Supplemental Agreement #2 to Glendale requesting payment for incorporation of added design elements requested by both Glendale and Kirkwood and Task Order 18 which details costs associated with the performance of Construction Engineering and Oversight services, a third Intergovernmental Agreement is now needed; and

**WHEREAS**, there is no cost for the Intergovernmental Agreement #3 pertaining to the East Essex Avenue Road Construction Project.

**NOW, THEREFORE**, Be It Resolved by the Board of Aldermen of the City of Glendale, Missouri as follows:

**SECTION ONE:** The Board of Alderman hereby approves the Intergovernmental Agreement #3, in substantially the form attached hereto as Exhibit A

**SECTION TWO:** The Mayor and other appropriate officers, agents and employees of the City are authorized to execute an agreement with the City of Kirkwood, in substantially the form attached hereto as Exhibit A, and to take such further actions and execute and deliver such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

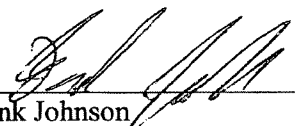
**SECTION FOUR:** This resolution shall become effective upon its passage.

This Resolution Passed and Approved this 15<sup>th</sup> day of July, 2024.



Michael A. Wilcox  
Mayor

ATTEST:

  
Frank Johnson  
City Administrator/City Clerk



**SUPPLEMENTAL AGREEMENT NO. 2  
TO  
ENGINEERING SERVICES CONTRACT**

The following supplemental agreement is to append the original contract between the City of Glendale, Missouri (further known as “City”) and Lochmueller Group, Inc. (further known as the “consultant”) for design services of the East Essex Avenue Reconstruction Project STP-9901(653). The purpose of this supplemental agreement is to compensate the consultant for additional engineering design efforts associated with property owner design changes. These items are described in further detail below.

**Final Design Changes Resulting from Property Owner Negotiations:**

1. Throughout right of way negotiations, the design team coordinated with land acquisition team and the City on several changes to the plans and specifications. Some of these changes were outside of the scope of the original project. The coordination efforts are highlighted below:
  - a. Several property owners requested special connections from their downspout or sump pump discharges to the MSD storm sewer. Lochmueller coordinated with MSD on requirements for the connections and added details to the plans for this work. These parcels included parcel 10, 14, 16, 19, and 23.
  - b. Per the City’s request, Lochmueller performed design of a French drain and downspout collection system along the east edge of parcel 19, including detail sheets and a new special provision.
  - c. Lochmueller revised the plan for the driveways at parcel 29 and 41 based on requests from City.

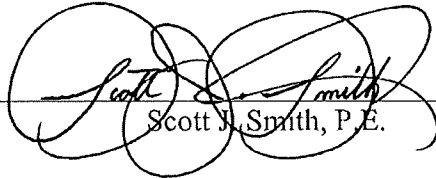
These additional services shall be in an amount not to exceed six thousand seven hundred eighty dollars and sixty-one cents (\$6,780.61). The total design services shall be in an amount not to exceed one hundred fifty-three thousand five hundred thirty-three dollars and forty-seven cents (\$153,533.47). Attachment A outlines the cost breakdown for this supplemental agreement.

Supplement Agreement No. 2 accepted as defined herein:

OWNER: City of Glendale, Missouri

ENGINEER: Lochmueller Group, Inc.

BY: \_\_\_\_\_  
Michael A. Wilcox

BY:  \_\_\_\_\_  
Scott J. Smith, P.E.

TITLE: Mayor


TITLE: Principal

DATE: \_\_\_\_\_

DATE: June 27, 2024

ATTEST:

BY: \_\_\_\_\_  
Frank Johnson

BY:  \_\_\_\_\_  
Collin J. Wilcox, P.E.

TITLE: City Administrator/City Clerk

TITLE: Project Engineer

DATE: \_\_\_\_\_

DATE: June 27, 2024

Executed by the City on this \_\_\_\_\_ day of June, 2024.

**ATTACHMENT A  
SUPPLEMENTAL AGREEMENT NO. 2  
(6/27/2024)**

		Project Engineer III	Engineering Intern III	Total Hours
<b>Design Phase</b>				
Task 1	Administration/Management	0.0	0.0	0
Task 2	Data Collection/Utility Coordination	0.0	0.0	0
Task 3	Meetings / Public Engagement	0.0	0.0	0
Task 4	Preliminary Roadway Design	0.0	0.0	0
Task 5	Environmental Clearances	0.0	0.0	0
Task 6	Right of Way Plans	0.0	0.0	0
Task 7	Final Roadway Plans (Glendale Parcels 16, 19, 23, 29, 41)	14.0	4.0	18
Task 7.1	Final Roadway Plans (Kirkwood Parcels 10 and 14)	4.0	2.0	6
Task 8	Final PS&E (Glendale Parcels 16, 19, 23, 29, 41)	12.0	0.0	12
Task 8.1	Final PS&E (Kirkwood Parcels 10 and 14)	4.0	0.0	4
Task 9	Bidding / Award	0.0	0.0	0
Subtotal Manhour by Classification		34	6	<b>40</b>
Unburdened Rate		\$54.42	\$38.79	
Labor		\$1,850.28	\$232.74	
Overhead Rate 186.80%		\$3,456.32	\$434.76	
Total Labor & OH		\$5,306.60	\$667.50	
Fixed Fee = Total Labor & OH Rate x 13.500%		\$716.39	\$90.11	\$806.50
Design Total Including Labor, OH & Fixed Fee		\$6,022.99	\$757.61	\$6,780.61
Direct Cost - Mileage - 0 miles x \$0.50				\$0.00
Supplement #2 Total				<b>\$6,780.61</b>
Previous Contract Total				<b>\$146,752.86</b>
Current Total				<b>\$153,533.47</b>

**FIG. VI - 4**



## TASK ORDER No. 18

In accordance with the Master Services Agreement between the City of Glendale, Missouri, (CLIENT), and Lochmueller Group, Inc. (CONSULTANT), dated this 27th day of June 2024, this TASK ORDER, is the written authorization to the CONSULTANT to provide the services described herein, in accordance with the attached schedule, and fee.

SCOPE OF SERVICES: The TASK scope of services shall be as described in Section "A" of this TASK ORDER. CONSULTANT shall furnish all labor, materials, supplies, equipment, supervision and services necessary for and incident to the performance of the TASK. CONSULTANT represents that it has thoroughly reviewed the TASK and the Master Services Agreement and that it accepts the TASK and the conditions under which the TASK is to be performed.

CLIENT RESPONSIBILITIES: The CLIENT responsibilities shall be as set forth in Section "B" of this TASK ORDER.

SCHEDULE: The Schedule shall be set forth in Section "C" of this TASK ORDER.

PAYMENT TERMS: Payments to the CONSULTANT shall be as described in Section "D" of this TASK ORDER.

TERMS AND CONDITIONS: The terms and conditions of the Master Services Agreement referenced above shall apply to this TASK ORDER. This TASK ORDER also incorporates the terms and conditions required to be included in it by the Master Services Agreement.

CLIENT

LOCHMUELLER GROUP, INC.  
411 NORTH 10<sup>TH</sup> STREET, SUITE 200  
ST. LOUIS, MISSOURI 63101-1335

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

By:   
Signature

Frank Johnson, City Administrator/City Clerk  
Print Name and Title

Scott J. Smith, P.E., Principal  
Print Name and Title

# ATTACHMENT "A"

## SECTION "A" – SCOPE OF SERVICES

---

The City of Glendale is performing roadway improvements on East Essex Avenue between Dickson Street and North Sappington Road.

The proposed scope of the roadway project improvements includes installing new roadway resurfacing pavement and texturing, concrete sidewalk including ADA compliant curb ramps, new concrete curb and gutter, driveway approach replacement, inlet/manhole adjustments, modular block retaining walls, sodding, pavement markings and other appurtenances. To that end, we have generated the following scope of work, which is based upon providing construction observation/inspection services for said improvements.

### Scope of Services

1. Provide administration, general project management, and oversight of subconsultant TSi Geotechnical, Inc. (TSI) during the construction of the project in accordance with the federal DBE requirement.
2. Provide engineering support, answer RFIs, and check shop drawings and other submittals submitted by the Contractor.
  - a. Attend and assist the City with one (1) preconstruction conference.
3. Provide construction administration throughout the construction process in accordance with MoDOT LPA requirements. This includes quantity documentation, processing pay requests, performing a final site walkthrough, and performing necessary project closeout procedures. Construction duration is assumed at twenty (20) weeks.
4. Perform onsite construction inspection/observation throughout the construction process. A maximum of forty (30) hours per week for twenty (20) weeks has been assumed.
  - a. Coordinate materials testing, materials inspection, and reporting with subconsultant TSi.
  - b. Coordinate required field and certification documentation with MoDOT.
5. During Coordination with Spire, Missouri American Water, and Ameren Electric, several conflicts were identified between the utilities and the proposed roadway improvements on East Essex Ave. The utilities have stated that they will not be able to complete their respective relocations until the roadway improvements have been staked by a surveyor. Therefore, Lochmueller Group and its subconsultant, EDSI, are proposing to perform the staking in the areas shown on the attached marked up copy of the construction plans. The effort will include processing of data by Lochmueller and field work by EDSI.

## SECTION "B" – CLIENT RESPONSIBILITIES

---

The City of Glendale shall provide Lochmueller with the following items.

1. Timely review and approval of field changes, if necessary, and pay estimates to maintain the project schedule.
2. City letterhead in electronic format for use in developing documents on the City's behalf.

## SECTION "C" – SCHEDULE

---

These services shall be completed withing 60 days of completion of construction activities unless modified in writing by the CLIENT and the CONSULTANT.

**SECTION "D" – PAYMENTS TERMS**

---

The services described above in items 1 through 4 will be performed and billed on an hourly basis with an estimated budget of **\$145,418.00** as reflected in the aforementioned agreement. A breakdown of hours is outlined in Attachment "C" – Estimate of Cost. This fee is based on the anticipated on-site observation time noted in the Scope of Services and would be subject to increase if additional hours or tasks are added to the Scope of Services.

Any other tasks in addition to those specifically described in the above scope of services, including but not limited to supplemental meeting time, would be billed as extras on a time and materials basis in accordance with the approved rates unless a specific scope and fee is negotiated separately. However, we would not proceed with supplemental services without your direction or authorization.

## ATTACHMENT "B"

### TERMS AND CONDITIONS

1.0 WORK OFFICE

CONSULTANT shall perform the Services at its offices or at such other locations as may be necessary or appropriate.

2.0 RESERVED

3.0 STANDARDS OF PERFORMANCE

3.1 The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the respective profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's Services.

3.2 CONSULTANT shall be responsible for the technical accuracy of its Services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. CONSULTANT shall correct any deficiencies CLIENT discovers without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.

3.3 CONSULTANT shall perform or furnish professional services in all phases of the Project to which this Agreement applies. CONSULTANT shall serve as CLIENT's prime professional for the Project. CONSULTANT may employ such subconsultants as CONSULTANT deems necessary to assist in the performance or furnishing of the Services. CONSULTANT shall not be required to employ any subconsultants unacceptable to CONSULTANT.

3.4 CONSULTANT and CLIENT shall comply with applicable laws or regulations and Client-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to CONSULTANT's scope of services, time of performance, or compensation.

3.5 CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

3.6 CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in CONSULTANT's having to certify, guarantee or

warrant the existence of conditions whose existence CONSULTANT cannot ascertain. CLIENT agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to CONSULTANT in any way contingent upon CONSULTANT's signing any such certification.

3.7 CONSULTANT shall not be responsible for the acts or omissions of any contractor(s), subcontractor or supplier, or any of the contractor's agents or employees or any other persons (except CONSULTANT's own employees) at the site or otherwise furnishing or performing any of the contractor's work; or for any decision made on interpretations or clarifications of any contract for construction, general conditions, supplemental conditions, change orders, and related documents (the "Contract Documents") given by CLIENT without consultation and advice of CONSULTANT.

3.8 All opinions of probable construction cost to be provided by CONSULTANT shall represent the best judgement of CONSULTANT based upon the information currently available and upon CONSULTANT's background and experience with respect to projects of this nature. It is recognized, however, that neither CONSULTANT nor the CLIENT has control over the cost of labor, materials or equipment, over contractor's method of determining cost of services, or over competitive bidding, market or negotiating conditions. Accordingly, CONSULTANT cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

#### 4.0 AUTHORIZED PROJECT REPRESENTATIVES

Contemporaneous with the execution of this agreement, CONSULTANT and CLIENT shall designate specific individuals to act as CONSULTANT's and CLIENT's representatives with respect to the Services to be performed or furnished by CONSULTANT and responsibilities of CLIENT under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

#### 5.0 OWNERSHIP OF DOCUMENTS

The CLIENT acknowledges the CONSULTANT's documents, including tracings, drawings, reports, estimates, specifications, field notes, investigations, studies, etc., as the work papers of CONSULTANT's and the CONSULTANT's instruments of professional services. Nevertheless, the final documents prepared under this Agreement shall become the property of the CLIENT upon completion of the services and payment in full of all monies due to CONSULTANT. During the performance of the Services herein provided for, CONSULTANT shall be responsible for any loss or damage to the documents which it caused, herein enumerated, while they are in its possession and any such loss or damage shall be restored at its expense. Full access to the Services during the progress of the Services shall be available to CLIENT. The CLIENT agrees, to the fullest extent permitted by law, to



defend, indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, "CONSULTANT") against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs arising from, or allegedly arising from or in any way connected with, the unauthorized reuse or modification of the documents by CLIENT or any person or entity that acquires or obtains the documents from or through the CLIENT without the written authorization of CONSULTANT.

Under no circumstances shall the transfer of ownership of CONSULTANT's drawings, specifications, electronic files or other instruments of service be deemed a sale by CONSULTANT, and CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of CONSULTANT's copyrights in any of the foregoing, full ownership of which shall remain with CONSULTANT, absent CONSULTANT's express prior written consent.

#### 6.0 ELECTRONIC MEDIA

Data, words, graphical representations and drawings that are stored on electronic media such as computer disks and magnetic tapes, or which are transmitted electronically, may be subject to uncontrollable alteration. CLIENT agrees it may only justifiably rely upon the final hardcopy materials bearing the consultant's original signature and seal.

#### 7.0 ACCESS TO RECORDS

CONSULTANT and its subconsultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement and for three (3) years from the date of final payment under the terms of this Agreement, for inspection by the CLIENT and copies thereof shall be furnished if requested.

#### 8.0 COMPLIANCE WITH STATE AND OTHER LAWS

CONSULTANT shall exercise usual and customary professional care to comply with all federal, state, and local laws, ordinances, and regulations applicable to the services being provided under this Agreement, including Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 S.S.C. 12101, et seq.). If the fees to be paid for the services being provided under this Agreement exceed \$5,000.00, CONSULTANT shall comply with Section 285.530 RSMo., pertaining to enrollment and participation in a federal work authorization program, and shall provide verification through an affidavit that states that CONSULTANT:

8.1 Does not knowingly employ any person who is an unauthorized alien in connection with the Agreement, and

8.2 Is enrolled in a federal work authorization program

The affidavit shall contain the notarized signature of the registered agent, legal representative, or corporate officer of CONSULTANT.

#### 9.0 ALLOCATION OF RISKS – INDEMNIFICATION

- 9.1 To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONSULTANT or CONSULTANT's officers, directors, partners, employees, and its subconsultants in the performance and furnishing of CONSULTANT's services under this Agreement.
- 9.2 To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees and CONSULTANT's subconsultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and CLIENT's consultants with respect to this Agreement or the Project.
- 9.3 To the fullest extent permitted by law, CONSULTANT's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of CONSULTANT and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that CONSULTANT's negligence bears to the total negligence of CLIENT, CONSULTANT, and all other negligent entities and individuals and shall not exceed the appropriate insurance coverage limits set forth under Item 13.0 of Section V of this Agreement.
- 9.4 In addition to the indemnity provided under Paragraph 9.2 above, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT and its officers, directors, partners, employees, and CONSULTANT's consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent caused by the presence at the site of asbestos, polychlorinated biphenyls, petroleum, hazardous waste (42 USC Sec. 6903) or radioactive materials (42 USC Sec. 2011) in such quantities or circumstances that may represent a substantial danger to persons or property exposed thereto in connection with the Work (the "Hazardous Environmental Condition"), provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this Paragraph 9.4 shall obligate CLIENT to indemnify any individual or

entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

9.5 CONSULTANT shall not be responsible for the means, methods and techniques of any construction contractor in the prosecution of its work on a project for which CONSULTANT provides services, nor for the construction contractor(s)' and their subcontractor's safety programs, training or compliance with safety requirements of any federal or state agency.

9.6 Notwithstanding any other provisions of this Agreement to the contrary, CONSULTANT's officers, directors, shareholders, partners, employees or agents shall not be personally liable, regardless of the cause of action asserted including breach of contract, warranty guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to CONSULTANT's performance or non-performance of the Agreement. CLIENT will look solely to CONSULTANT for its remedy for any claim arising out of or related to this Agreement.

10.0 RESERVED

11.0 STATUS OF CLAIMS

CONSULTANT shall be responsible for keeping the CLIENT currently advised as to the status of any claims made for damages against CONSULTANT which are known resulting from services performed under this Agreement. CONSULTANT shall send notice of claims related to Services under this Agreement to CLIENT within thirty (30) days.

12.0 DISPUTE RESOLUTION - JURISDICTION AND VENUE

If disputes arise between CLIENT and CONSULTANT during the course of the Project, or following completion of the Project, which are not resolved within three (3) weeks after a demand for direct negotiation, the parties agree that all disputes between them arising out or relating to this Agreement or the Project shall be submitted to non-binding mediation, unless the parties mutually agree otherwise, with mediation conducted in a location mutually agreed upon by all parties. If the parties do not agree on a mediator within ten (10) days after demand for mediation, either party may request the American Arbitration Association to appoint a mediator who shall be an attorney having substantial experience in construction law issues. If the mediator is unable to facilitate a settlement of disputes within forty-five (45) days of his/her appointment, the mediator shall issue a written statement to the parties to that effect and the aggrieved party may then seek relief through litigation. Any such litigation shall be resolved without the assistance of a jury, and each party hereby waives trial by jury in any claim whether in Agreement or tort, at law or in equity, arising out of or in any way related to this Agreement. If the parties are not able to settle the dispute through mediation, then it is understood that both parties hereto agree and consent to the exercise of jurisdiction over any matter or dispute arising in connection with this Agreement in a state court sitting in the state and county in which the project resides.

13.0 WORKER'S COMPENSATION AND LIABILITY INSURANCE

CONSULTANT shall procure and maintain, until final payment by CLIENT for the Services covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State of Missouri covering all operations under this Agreement whether performed by it or by its subcontractor. CONSULTANT shall furnish a certificate or certificates in a form satisfactory to CLIENT, showing that this section has been complied with. During the term of this Agreement, CONSULTANT shall furnish CLIENT with certificates showing that the required insurance coverage is maintained. The certificate or certificates shall provide that the policies shall not be changed or canceled until ten (10) days written notice has been given to the CLIENT. In the event that such written notice of change or cancellation is given, CLIENT may, at its option, terminate this Agreement and no further compensation shall, in such case, be made to CONSULTANT.

The kinds and amounts of insurance required are as follows:

- 13.1 Policy covering the obligations of CONSULTANT in accordance with the provisions of the Worker's Compensation law. This Agreement shall be void and of no effect unless CONSULTANT procures such policy and maintains it until acceptance of the Services.
- 13.2 Commercial General Liability Insurance (naming the CLIENT as an additional insured) with limits of liability to be not less than \$1,000,000 per occurrence, including bodily injury and property damage, and not less than \$2,000,000 aggregate.
- 13.3 Commercial Automobile Liability Insurance, including hired or non-owned vehicles with limits of liability of not less than \$1,000,000 for each accident.
- 13.4 Professional Liability Insurance in the amount of at least \$1,000,000 per claim and aggregate.

14.0 CHANGES IN THE SERVICES

In the event the CLIENT requires a change in the Services, after the Services have progressed as directed by the CLIENT, adjustments in compensation to CONSULTANT, and in time for performance of the Services as modified, shall be determined by the CLIENT in consultation with CONSULTANT and CONSULTANT shall not commence the change of scope of the Services until an amendment to this agreement is executed and CONSULTANT is authorized to proceed with the changes of scope in writing by the CLIENT.

15.0 TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice from receipt in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the services of this Agreement are terminated, CONSULTANT

shall, upon final payment of compensation due to the CONSULTANT, deliver to the CLIENT all data, reports, drawings, specifications and estimates completed or partially completed and these shall become the property of the CLIENT. The earned value of the Services performed shall be based upon an estimate of the portions of the total services as have been rendered by CONSULTANT to the date of termination and which estimate shall be as made by the CLIENT in consultation with CONSULTANT for all Services to be paid for on a lump sum basis.

16.0 RESERVED

17.0 SUCCESSORS AND ASSIGNEES

The CLIENT, insofar as authorized by law, binds itself and its successors, and CONSULTANT binds its successors, executors, administrators and assignees, to the other party of this Agreement and to the successors, executors, administrators and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this Agreement. Neither party may assign this Agreement, or any right, interests, claim, chose in action, defense or privilege under this Agreement without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by the CONSULTANT as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

18.0 ENTIRE AGREEMENT – AMENDMENTS

This Agreement, together with the Appendices attached hereto, constitutes the entire agreement between the parties. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

19.0 NON-WAIVER

It is agreed and acknowledged that no action or failure to act by CLIENT or CONSULTANT as to a breach, act or omission of the other shall constitute a waiver of any right or duty afforded either of them under this Agreement, as to any subsequent breach, act or omission of the other nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereof, except as may be specifically agreed in writing. No right conferred on either party under this Agreement shall be deemed waived and no breach of this Agreement excused unless such a waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

20.0 DURATION OF AGREEMENT

If the basic Services covered in this Agreement have not been completed in accordance with the Schedule set forth in Appendix "C" of this Agreement, through no fault of CONSULTANT, extension of CONSULTANT's services beyond that time shall be revised, through mutual agreement, to include compensation for inflationary adjustments.

21.0 FORCE MAJEURE

Neither party to this Agreement shall be liable to the other party for delays in performing

the Scope of Services, or for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

22.0 HAZARDOUS ENVIRONMENTAL CONDITION

22.1 CLIENT represents to CONSULTANT that to the best of its knowledge a Hazardous Environmental Condition does not exist.

22.2 CLIENT has disclosed to the best of its knowledge to CONSULTANT the existence of all asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the Site, including type, quantity and location.

22.3 If a Hazardous Environmental Condition is encountered or alleged, CONSULTANT shall have the obligation to notify CLIENT and, to the extent of applicable laws and regulations, appropriate governmental officials.

22.4 If CONSULTANT's scope of services does not include any services related to a Hazardous Environmental Condition and in the event CONSULTANT or any other party encounters a Hazardous Environmental Condition, CONSULTANT may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition, and (ii) warrants that the Site is in full compliance with applicable laws and regulations.

22.5 CLIENT acknowledges that CONSULTANT is performing professional services for CLIENT and that CONSULTANT is not and shall not be required to become an "arranger", "operator", "generator", or "transporter" of hazardous substances, as defined in the comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with CONSULTANT's activities under this Agreement.

22.6 If CONSULTANT's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify CONSULTANT's terminating this Agreement for cause on thirty (30) day notice.

23.0 RESERVED

24.0 GOVERNING LAW

Where permitted by law, this Agreement shall be interpreted and enforced according to the laws of the State of which the project resides, without resort to its conflict of laws rules.

25.0 RESERVED

26.0 INDEPENDENT CONTRACTOR STATUS

During the entire term of this Agreement, CONSULTANT shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the CLIENT.

27.0 SEVERABILITY

The invalidity, illegality or unenforceability of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.

28.0 HEADINGS

Headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.

29.0 NON-COLLUSION

The above-signed attests, subject by the penalties for perjury, that it is the contract party, or that it is the representative, agent, member or officer of CONSULTANT, that it has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by it, directly or indirectly, to the best of its knowledge, entered into or offered to enter into any combination, collusion of agreement to receive or pay, and that it has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of the Agreement.

**ATTACHMENT B**  
**ESTIMATE OF COST**  
Professional Engineering Services for

	Project Engineer IV	Project Engineer III	Project Engineer II	Certified Construction Inspector II	Total Hours
<b>Construction Phase</b>					
Task 1 Administration/Management	0.0	25.0	0.0	0.0	25
Task 2 Engineering Support	8.0	44.0	0.0	4.0	56
Task 3 Construction Administration	0.0	32.0	53.0	12.0	97
Task 4 Inspection/Observation	0.0	0.0	0.0	600.0	600
Task 5 Staking for Utility Relocations	0.0	8.0	0.0	0.0	8
Subtotal Manhour by Classification	8.0	109.0	53.0	616.0	<b>778</b>
Hourly Rate	\$205.00	\$182.00	\$165.00	\$149.00	
Total Labor	\$1,640.00	\$19,838.00	\$8,745.00	\$91,784.00	\$122,007.00
TSI Subconsultant Fee (DBE)					\$16,075.00
EDSI Subconsultant Fee (DBE)					\$4,810.00
Direct Cost - Mileage - 4210 miles x \$0.60					\$2,526.00
Construction Services Total					<b>\$145,418.00</b>





June 6, 2024

Collin Wilcox  
**Lochmueller Group**  
411 N 10<sup>th</sup> Street, Suite 200  
St. Louis, MO 63101

**Re: Proposal for Material Testing Services**  
**East Essex Avenue Improvements**  
**Glendale, Missouri**  
**TSi Proposal No: SLM24088.00**

Dear Mr. Wilcox:

TSi Geotechnical, Inc. (TSi) , a **M/D/WBE** firm, is pleased to submit this proposal to Lochmueller Group to provide material testing and inspections services during the Glendale 2023 street Resurfacing project in Glendale, MO.

## 1.0 PROJECT UNDERSTANDING

We understand the project of work includes along East Essex Avenue from Dickson Street to North Sappington Road consisting of installing new roadway resurfacing pavement and texturing, concrete sidewalk including ADA compliant curb ramps, new concrete curb and gutter, driveway approach replacement, inlet/manhole adjustments, modular block retaining walls, sodding, pavement markings and other appurtenances.

## 2.0 SCOPE OF SERVICES

TSi will provide one technician for construction materials testing on a full/part-time as-needed basis, with additional personnel for as needed for: additional help for concrete and/or compaction testing. More specifically, TSi will perform the following services:

### EARTHWORK

- Observation of grading activities including subgrades and identify any unacceptable materials or soft zones prior to placement of any fill or base rock. Observe and test remedial work in unsuitable areas that are found during subgrade evaluations.

- Collect samples of the proposed base rock material for Standard Proctor testing in our laboratory.
- Measure the in-place density and moisture content of granular rock material for pavement approaches with a nuclear gauge.

#### CAST-IN-PLACE CONCRETE

- Perform field tests on structural and site concrete to measure slump, temperature and air content.
- Prepare compressive strength test specimens during placement of concrete and complete laboratory compressive strength tests on those samples at the specified dates. For foundations: One (1) set of six (6) cylinders will be cast per 100 CY placed or fraction thereof. Cylinders will be tested at 2@7-days, 3@28-days, Spare.

#### ASPHALT

- Obtain Cores per MoDOT LPA Guidelines and test for thickness and density.
- Obtain one(1) sample of loose mix asphalt per day for purpose of AC and Gradation.

#### PROJECT MANAGEMENT

- Attend project meetings.
- Provide project management for our scope of services.
- Report the results of our services.

### 3.0 STAFFING & DOCUMENTATION

A Technician will perform the on-site construction documentation and materials testing services. Our Construction Services Manager will perform daily supervision of the technician's activities. Supervision would consist of reviewing daily field reports and daily communications with the field technicians in order to establish that construction is being performed in accordance with the project plans, specifications, and good engineering and construction practices.

TSi will document data and pertinent observations made in the field using our reporting software. Concrete Reports will be prepared for each set of cylinders tested in our laboratory. After office review and approval, final copies of field and laboratory reports will be sent to all designated parties involved in the project on a weekly basis.

### 4.0 SCHEDULE

We have estimated the hours of work at the site requiring TSi's services based on similar type of projects along with review of the project plans. Our fees provided herein are based on this preliminary schedule and estimates. Travel time is included in the site visits. The number of hours and tests described in the cost estimate does not constitute a minimum or maximum number of tests or hours that may be required for this project. TSi's services will be performed on a full/part-time basis, with additional TSi personnel scheduled when necessary for pier inspection, compaction testing, and concrete placement activities. TSi will not be responsible for scheduling our services and will not be responsible for tests or observations that are not performed due to failure to schedule our services on the project outside normal work hours. Additional services required that are outside normal work hours should be scheduled a minimum of 24 hours in advance. Scheduling personnel will be on an as-available basis, which may require changes in personnel assigned to the project. We have made assumptions that some overtime shifts will be required during this project. Should additional overtime shifts be required, our estimated total fee may change.

We recommend that the scope of services described in this proposal be provided to the person(s) who will be responsible for scheduling so that they are aware of the services that are proposed.

## 5.0 ASSUMPTIONS/CLARIFICATIONS

In preparing this proposal, TSi has made the following assumptions:

1. TSi has estimated 20-trips to test concrete for curb/gutter, sidewalks, and approaches.
2. TSi estimated 2-trips to test asphalt for overlays.
3. Tsi estimated 10-trips to pick up cylinders.
4. Tsi estimated 2-trips to test baserock for pavement approaches.
5. Due to variability in actual construction schedule, actual number of trips required to perform aforementioned scope of work could vary.

## 6.0 ESTIMATED COST

TSi's services for the project will be provided on a unit fee basis. Based on the scope of services described herein, our estimated fee is \$ 16,075.00. The estimated fee will be adjusted for the final scope of services based on the attached unit fee schedule. The fees for any additional services that may be necessary will be billed on a unit rate basis, in accordance with the attached Unit Fee Schedule.

If overtime is required due to the contractor's schedule, an additional fee of 50% of the technician's hourly rate will be billed. We have assumed that overtime hours will be required for this project. We may not be aware of additional overtime issues prior to their occurrence.

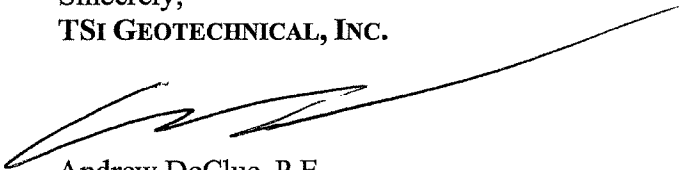
## 7.0 PROJECT LIMITATIONS

TSi will perform only those services outlined previously. Lochmueller Group and TSi may subsequently agree in writing to provide additional services under this agreement for additional compensation. Services provided by TSi will be consistent with the engineering standards prevailing at the time and in the area that the work is performed. No other warranty, expressed or implied, is intended.

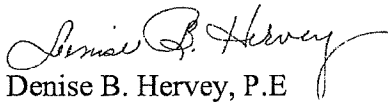
This fee estimate has been prepared using TSi's standard fee schedule and the information provided by the Client. TSi reserves the right to revise this proposal and fee estimate, at any time, if any flow down and/or contract provisions are required by Client or Owner to conform with any local, state or federal wage act requirements, including but not limited to the Davis-Bacon Act, as Amended, the McNamara-O'Hara Service Contract Act, or others, the required use of union labor, or for any required quality control and quality assurance plans, safety, security, vehicle, drug and alcohol testing, or any third party payment fees, or other requirements not specified in the Client's request for proposal or not defined in TSi's scope of services.

If this proposal is acceptable to you, please issue us a subcontract to us for the work, in accordance with the scope and fee presented in this proposal. We appreciate the opportunity to present this proposal to you for your consideration. Please feel free to call us if you have any questions or if you wish to discuss it in greater detail.

Sincerely,  
**TSi GEOTECHNICAL, INC.**



Andrew DeClue, P.E  
Director of Operations



Denise B. Hervey, P.E  
Principal

**East Essex Avenue Improvements  
Glendale, Missouri  
Construction Materials Testing  
Unit Fee Schedule**

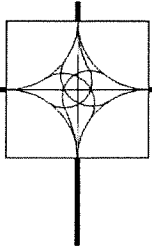


Valid for work completed prior to December 31, 2024

	Unit Cost		Qty	Estimated Amount
<b><u>Personnel/Equipment</u></b>				
Senior Engineer	\$ 160.00	hour	4	\$ 640.00
Project Manager	\$ 135.00	hour	15	\$ 2,025.00
Technician	\$ 67.00	hour	100	\$ 6,700.00
Core Crew	\$ 135.00	hour	8	\$ 1,080.00
Administrative	\$ 60.00	hour	6	\$ 360.00
Core machine + Generator	\$ 160.00	day	2	\$ 320.00
Vehicle Charge	\$ 20.00	day	35	\$ 700.00
Nuclear Density guage	\$ 40.00	day	3	\$ 120.00
			<b>subtotal</b>	<b>\$ 11,945.00</b>
<b><u>Laboratory Testing</u></b>				
Standard Proctor Compaction (C)	\$ 275.00	each	1	\$ 275.00
Gradation	\$ 100.00	each	2	\$ 200.00
Compressive Strength of Concrete Cylinders	\$ 20.00	each	120	\$ 2,400.00
Cylinder Molds	\$ 1.60	each	120	\$ 192.00
AC+Gradation	\$ 210.00	each	2	\$ 420.00
Density+Thickness	\$ 80.00	each	8	\$ 640.00
			<b>subtotal</b>	<b>\$ 4,130.00</b>
			<b>Total Fee Estimate</b>	<b>\$ 16,075.00</b>

**General Notes**

1. Field testing of concrete slump, air content, and temperature; and asphalt pavement density is included in the hourly rate for the field technician.
2. A 3 hour minimum will apply to all field technician services.
3. Overtime at a rate of 1.5 times the normal hourly rate will be charged for field personnel who work more than 8 hours per day or on weekends and holidays.
4. We can provide fees for services and testing not listed above upon request.



**EDSI**

**ENGINEERING DESIGN SOURCE, INC.**  
16141 SWINGLEY RIDGE RD.  
SUITE 300  
CHESTERFIELD, MO. 63017  
(636) 537-5585

**Project: East Essex Ave**

**Prepared by: Brett Brooks**

**Date Prepared: May 15, 2024**

<b><i>Survey Staking for Utility Coordination Fee</i></b>	<b>\$4,810 *</b>
---	------------------



Engineering Design Source, Inc.

Date Prepared: May 15, 2024

Project Name: East Essex Ave

Task Item	Principal	Surveyor	Sr. Tech	Tech	Survey Crew	Admin.	Total
<b>Staking</b>							
1.1 Coordination and crew prep		1	6				7
1.2 Recover control and set secondary			2		2		4
1.3 Field staking					14		14
1.4 Process data			2				2
1.5 QA/QC		2					2
<b>SUB-TOTAL HOURS</b>	<b>0</b>	<b>3</b>	<b>10</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>29</b>
<b>MAN HOURS BY CLASSIFICATION</b>	<b>0</b>	<b>3</b>	<b>10</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>29</b>
	Principal	Surveyor	Sr. Tech	Tech	Survey Crew	Admin.	
Unburdened Rate	\$86.00	\$64.17	\$46.94	\$34.69	\$60.34	\$37.27	
Overhead Rate 145.81%	\$125.40	\$93.57	\$68.44	\$50.58	\$87.98	\$54.34	<b>FIXED FEE-TOTAL</b>
Profit 14.0%	\$29.60	\$22.08	\$16.15	\$11.94	\$20.77	\$12.83	<b>\$560</b>
Average Hourly Billing Rate	\$240.99	\$179.82	\$131.54	\$97.21	\$169.09	\$104.44	<b>LABOR-TOTAL</b>
<b>COST BY CLASSIFICATION</b>	<b>\$0</b>	<b>\$539</b>	<b>\$1,315</b>	<b>\$0</b>	<b>\$2,705</b>	<b>\$0</b>	<b>\$4,560</b>

Direct Costs	Item Cost	Unit Price	Quantity	Unit
Printing/Copying	\$20.00	\$20.00	1	Lump Sum
Vehicle Usage	\$130.00	\$65.00	2	Per Day
Misc. Survey Supplies	\$100.00	\$100.00	1	Lump Sum
<b>DIRECT COST - TOTAL</b>	<b>\$250.00</b>			

**Assumptions:** Staking of improvements will be for the area shown on the exhibit provided 5-13-2024.

<b>Survey Total Fee</b>	<b>\$4,810</b>
-------------------------	----------------

July 23, 2024

To: Russel B. Hawes, Chief Administrative Officer

**For Your Consideration:** East Essex Project for New Sidewalks, Curbs and Gutters and Street Resurfacing Between Dickson and Sappington – 501358

The Cities of Kirkwood and Glendale received a federal grant for the East Essex project for new sidewalks, curbs and gutters and street resurfacing between Dickson and Sappington. This is a joint project between the two cities. Glendale has taken the lead on this project with design and right-of-way acquisition already completed.

Requests from homeowners during the right-of-way process caused an increase in the design portion of the project. The design cost increased by \$1,669.51 from what was previously approved in September 2021. The total for the construction engineering/administration portion of the project is \$45,049.58. With the increase of \$1,669.51 for design and \$45,049.58 for construction engineering the new total owed by the City of Kirkwood is \$46,719.09.

Attached is a request from Chris Krueger, Public Services Director, for approval of an intergovernmental agreement with the City of Glendale. Kirkwood shall pay a not to exceed amount of \$46,719.09 to the City of Glendale for the portion of work being done in Kirkwood City limits.

Respectfully,

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

Sara Foan-Oliver  
Procurement Director



# APPLICATION FOR TEMPORARY OUTDOOR PROMOTIONAL VARIANCE

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

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

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

Business or Organization Seeking Variance:

Proper Cannabis

Name of Business Owner or Manager Seeking Variance:

Chris Chesley

Address or Location of Variance Site:

10855 Manchester Rd, Kirkwood, MO 63122

Description of Activity Needing Variance Including Dates and Times:

We are wanting to have a grand opening event on 8/25/24 10am to 6pm with three 10x10 EZ Ups with 12" balloons attached to them, free food from a local restaurant, music from a single speaker kept at a reasonable volume, and a sign spinner on the property

Applicant's Telephone Number: 314-494-2643

Email Address, if applicable: Cchesley@properbrands.com

If Applicant is not the Property Owner Provide Name and Contact Phone Number of Owner or Property Manager\* David Bonenberger 314-780-8996

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

How Many Parking Spaces Will Be Affected: 4

 7-24-24  
Signature of Applicant Date  
Or Applicant's Representative

