



**Kirkwood City Council
Agenda
Kirkwood City Hall
Council Chambers
139 South Kirkwood Road
Kirkwood, MO 63122
Thursday, July 7, 2022, 7:00 p.m.
*Posted on July 1, 2022***

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. INTRODUCTIONS AND RECOGNITIONS

1. Certificate of Achievement for Excellence in Financial Reporting

IV. PRESENTATIONS

1. Urban Forestry Commission Advocate of the Year Award

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 June 16, 2022 Council Meeting Minutes
- b) Resolution 85-2022, appointing and reappointing members to the Finance Committee
- c) Resolution 86-2022, accepting the bid of Dano Enterprises at the rates provided in the memo, for yard waste bags for the Sanitation Department on an as needed basis, for an initial term of 12 months with the option to renew for up to four additional 12 month terms pending budgetary approval, and authorizing and directing the Mayor to enter into a contract
- d) Resolution 87-2022, accepting the bid of Crescent Electric Supply Company in the amount of \$39,510 for the purchase of nine Dual Port Charging Stations for the Electric Department and directing the Director of Procurement to issue a Purchase Order
- e) Resolution 88-2022, appointing members to the Youth Advisory Commission



- f) Resolution 89-2022, accepting the quote of ImageNet Consulting, LLC in the amount of \$16,670 for Laserfiche software renewal and authorizing and directing the Director of Procurement to issue a Purchase Order

VIII. UNFINISHED BUSINESS - NONE

IX. NEW BUSINESS

1. Bill 10937, authorizing and directing the Mayor to enter into a Cost Share Agreement First Amendment with the Missouri Highways and Traffic Commission for roadway improvements on Manchester Road from Kirkwood Road to the west City of Kirkwood limits
2. Resolution 90-2022, accepting the proposal of Payken Consulting LLC in the amount of \$67,050 for Right-of-Way Services for STP-5502(611) Geyer Road Resurfacing Project Phase II and authorizing and directing the Mayor to enter into a contract
3. Resolution 91-2022, authorizing the filing of an application with the Missouri Department of Natural Resources, Financial Assistance Center's State ARPA Grant Programs for subaward of federal financial assistance provided to the State of Missouri by the U.D. Department of Treasury ("Treasury") pursuant to Section 602(b) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, (Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223-26
4. Resolution 92-2022, authorizing the filing of an application with the Missouri Department of Natural Resources, Financial Assistance Center's State ARPA Grant Programs for subaward of federal financial assistance provided to the State of Missouri by the U.S. Department of Treasury ("Treasury") pursuant to Section 602(b) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, (Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223-26
5. Resolution 93-2022, accepting the proposal of Navigate Building Solutions in the amount of \$307,000 for Community Center Renovations and authorizing and directing the Mayor to enter into a contract
6. Resolution 94-2022, authorizing and directing the Mayor to enter into a Master Services Agreement between the City of Kirkwood and MPUA Resource Services Corporation for Line Worker Services for the Kirkwood Electric Department

X. CONSENT AGENDA ITEMS FOR DISCUSSION (IF ANY)

XI. CITY COUNCIL REPORTS

XII. CHIEF ADMINISTRATIVE OFFICER REPORTS

XIII. CITY ATTORNEY REPORTS

XIV. CITY CLERK REPORTS

1. Planning & Zoning Commission meeting reports (if any)
2. Upcoming Public Hearings (if any)

XV. MEETING ADJOURNMENT

The next regular meeting of the Kirkwood City Council will take place at **7:00 p.m. on July 21, 2022.**



CONTINUED ITEMS

NONE

TABLED ITEMS

NONE

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

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

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



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

6/9/2022

Russell Hawes
Chief Administration Officer
City of Kirkwood, Missouri

Dear Mr. Hawes:

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended March 31, 2021 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and give appropriate publicity to this notable achievement. A sample news release is included to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

A handwritten signature in black ink that reads "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine
Director, Technical Services

THE CONSENT AGENDA IS ATTACHED

- a) Approval of the June 16, 2022 Council Meeting Minutes
- b) Resolution 85-2022, appointing and reappointing members to the Finance Committee
- c) Resolution 86-2022, accepting the bid of Dano Enterprises at the rates provided in the memo, for yard waste bags for the Sanitation Department on an as needed basis, for an initial term of 12 months with the option to renew for up to four additional 12 month terms pending budgetary approval, and authorizing and directing the Mayor to enter into a contract
- d) Resolution 87-2022, accepting the bid of Crescent Electric Supply Company in the amount of \$39,510 for the purchase of nine Dual Port Charging Stations for the Electric Department and directing the Director of Procurement to issue a Purchase Order
- e) Resolution 88-2022, appointing members to the Youth Advisory Commission
- f) Resolution 89-2022, accepting the quote of ImageNet Consulting, LLC in the amount of \$16,670 for Laserfiche software renewal and authorizing and directing the Director of Procurement to issue a Purchase Order



WHERE COMMUNITY AND SPIRIT MEET*

DRAFT

Kirkwood City Council Meeting Minutes Kirkwood City Hall Thursday, June 16, 2022, 7:00 p.m.

Pursuant to notice of meeting duly given by the Mayor, the City Council convened on Thursday, June 16, 2022, at 7:00 p.m. at Kirkwood City Hall, 139 South Kirkwood Road, Kirkwood, Missouri. Present were Mayor Griffin, Council Members Duwe, Gibbons, Luetzow, Sears, and Ward. Also in attendance were Chief Administrative Officer Russell Hawes, Assistant Chief Administrative Officer David Weidler, City Clerk Laurie Asche, Deputy City Clerk Kim Sansegraw, Planning & Development Services Director Jonathan Raiche, City Planner II Amy Lowry, Communications Manager Freddy Doss, and City Attorney John Hessel. Council Member Zimmer was absent and excused.

INTRODUCTIONS AND RECOGNITIONS

NONE

PRESENTATIONS

Mayor Griffin reported that the Urban Forestry Commission Advocate of the Year Award will be rescheduled.

PUBLIC HEARINGS

NONE

PUBLIC COMMENT

1. Joe Bannister, Kirkwood Station Plaza, spoke regarding concern of building code violations at Kirkwood Station Plaza.

CONSENT AGENDA

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

- a) Approval of the June 2, 2022 Council Meeting Minutes
- b) Resolution 77-2022, appointing Jennifer Bean to the Human Rights Commission for a term to June 2025
- c) Resolution 78-2022, accepting the bid of Central Auto Rebuilders, Inc. at the rates provided in the bid tab sheet (a copy of which is attached hereto and incorporated by reference herein), amount not to exceed budgeted funds, for Automotive Body Repair Services for vehicles weighing less than 10,000 pounds GVW for the Fleet Department for an initial term of 12 months with the option to renew for up to four additional 12 month terms pending budgetary approval and authorizing and directing the Mayor to enter into a contract
- d) Resolution 79-2022 amending Resolution 71-2022 by increasing the purchase order amount by \$230 for a total not to exceed amount of \$29,402 for the purchase of a 2023 Chevrolet Traverse from Don Brown Chevrolet for the Police Department (pursuant to



WHERE COMMUNITY AND SPIRIT MEET*

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- e) MoDOT Cooperative Contract) and authorizing and directing the Director of Procurement to issue a Purchase Order
- f) Resolution 84-2022, appointing Noelle Seymour to the Landmarks Commission for a term to June 2025

UNFINISHED BUSINESS

Bill 10934, granting a Special Use Permit for outdoor dining and approving the Site Plan at 11111 Manchester Road (Taco Buddha) subject to certain conditions was brought before the council.

Motion was made by Council Member Gibbons and seconded by Council Member Ward to revise Condition #9 regarding a revised site plan being required prior to issuance of permits to include a sub-item (d) which states: "removal of the prohibited right-turn onto Simmons Avenue". The motion was unanimously approved.

Roll Call:

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

The bill, having received majority approval of the Council, was adopted and became Ordinance 10763.

Bill 10935, appropriating \$62,400 from the Equitable Sharing Fund Balance to the Police Department Machinery and Equipment Account, and accepting the Single Source Proposal of Sig Sauer in the amount of \$62,400 for the purchase of 80 Sig Sauer P320 Pistol Slides and Optics for the Police Department and authorizing and directing the Director of Procurement to issue a Purchase Order was brought before the council.

Roll Call:

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



WHERE COMMUNITY AND SPIRIT MEET*

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The bill, having received majority approval of the Council, was adopted and became Ordinance 10764.

Bill 10936, appropriating \$11,000 from the Equitable Sharing Fund Balance to the Police Department Training Account, and accepting the Single Source Proposal of Calibre Press in the amount of \$11,000 for the purchase of two Use of Force Training Seminars for the Police Department and authorizing and directing the Director of Procurement to issue a Purchase Order was brought before the council.

Roll Call:

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

The bill, having received majority approval of the Council, was adopted and became Ordinance 10765.

NEW BUSINESS

Resolution 80-2022, accepting the bid of Elliott Equipment in the amount of \$279,200 (pursuant to Sourcewell Cooperative Contract) for the purchase of a Side Loader Sanitation Truck for the Sanitation Department and authorizing and directing the Director of Procurement to issue a Purchase Order brought before the council. Motion was made by Council Member Ward and seconded by Council Member Luetzow to accept the Resolution as read. A discussion was held.

Roll Call:

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

Resolution 81-2022, accepting the single source proposal of ETAP in the amount of \$38,487 for the purchase of ETAP Software Licensing for the Electric Department and authorizing and directing the Director of Procurement to issue a Purchase Order was brought before the



WHERE COMMUNITY AND SPIRIT MEET*

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council. Motion was made by Council Member Duwe and seconded by Council Member Luetzow to accept the Resolution as read.

Roll Call:

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

Resolution 82-2022, accepting the single source proposal of Survalent Technology in the amount of \$55,870 for the purchase of SCADA system upgrades for the Electric Department and authorizing and directing the Director of Procurement to issue a Purchase Order was brought before the council. Motion was made by Council Member Luetzow and seconded by Council Member Duwe to accept the Resolution as read.

Roll Call:

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

Resolution 83-2022, authorizing the City of Kirkwood to provide insurance coverage at an annual cost of \$664,571, effective July 1, 2022 through June 1, 2023 was brought before the council. Motion was made by Council Member Duwe and seconded by Council Member Gibbons to accept the Resolution as read.

Roll Call:

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



WHERE COMMUNITY AND SPIRIT MEET*

DRAFT

CONSENT AGENDA ITEMS FOR DISCUSSION

NONE

CITY COUNCIL REPORTS

Mayor Griffin reported the Mayors for Meals event will be held June 20-24 with donation bins located at City Hall and the Community Center.

Mayor Griffin reported the Route 66 Cars and Guitars Festival was a successful event and thanked all staff involved in the event.

Mayor Griffin reported The Karate Kid will be showing at the Kirkwood Performing Arts Center through June 26, 2022 and congratulated Stages Executive Producer Jack Lane on his 3rd Tony Award last week.

Mayor Griffin reported that City Attorney John Hessel will be receiving the ICON Award on June 29, 2022.

Mayor Griffin reported the July 4th Freedom Festival will be held on July 4th at Kirkwood Park.

Council Member Ward thanked City Hall staff for working through with the HVAC issues this week.

Council Member Sears thanked the Fire Department for hosting the Carbs and Guitars event.

Mayor Griffin thanked Mark Petty for his involvement in Team Kirkwood.

CHIEF ADMINISTRATIVE OFFICER REPORT

Chief Administrative Officer thanked the Team Kirkwood staff that worked at the Cars and Guitars event last weekend.

CITY ATTORNEY REPORT

Mr. Hessel had nothing to report.

CITY CLERK REPORT

Ms. Asche had nothing to report.

MOTION TO CLOSE THE MEETING FOR A CLOSED WORK SESSION

Motion was made by Council Member Sears and seconded by Council Member Ward to close the meeting pursuant to RSMo Chapter 610.021 (1 – Legal).



WHERE COMMUNITY AND SPIRIT MEET*

DRAFT

Roll Call:

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

The meeting was closed for continuation of the work session that took place prior to the formal meeting.

ADJOURNMENT

There being no further business to come before the Council, the formal meeting was adjourned at 7:32 p.m. The next regular council meeting is scheduled for July 7, 2022 at 7:00 p.m.

Laurie Asche
City Clerk

Approved:

RESOLUTION 85-2022

A RESOLUTION REAPPOINTING AND APPOINTING MEMBERS TO THE FINANCE COMMITTEE.

WHEREAS, the City Council believes that Matt Kersting should be reappointed to the Finance Committee for a term to June 2025.

WHEREAS, the City Council believes that Douglas Coombs should be appointed to the Finance Committee for a term to June 2025.

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

SECTION 1. Matt Kersting is hereby reappointed to of the Finance Committee for a term to June 2025.

SECTION 2. Douglas Coombs is hereby appointed to the Finance Committee for a term to June 2025.

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

PASSED AND APPROVED THIS 7TH DAY OF JULY 2022.

Mayor, City of Kirkwood

ATTEST:

City Clerk

Legislation Request

Resolution

Place On The Agenda Of: 7/7/2022

Step #1:

Strategic Plan NO Goal # & Title

Background To Issue:

Finance Committee Member Matt Kersting is up for reappointment and there is currently a vacancy on the committee.

Recommendations and Action Requested:

Reappoint Matt Kersting and appoint Douglas Coombs to the Finance Committee for terms to June 2025.

Alternatives Available:

Does this project have a public information component? Yes No

Cost: \$0.00 Account #: 00000 Project #: Budgeted: YES

If YES, Budgeted Amount: \$0.00 If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

BY: Laurie Asche

Date: 6/28/2022

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: 6-30-22

RESOLUTION 86-2022

A RESOLUTION ACCEPTING THE BID OF DANO ENTERPRISES AT THE RATES PROVIDED IN THE MEMO (A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN) FOR YARD WASTE BAGS FOR THE SANITATION DEPARTMENT ON AN AS NEEDED BASIS, FOR AN INITIAL TERM OF 12 MONTHS WITH THE OPTION TO RENEW FOR UP TO FOUR ADDITIONAL 12 MONTH TERMS PENDING BUDGETARY APPROVAL, AND AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT.

WHEREAS, pursuant to law, the City solicited bids for Yard Waste Bags for the Sanitation Department on an as needed basis, and

WHEREAS, the most responsible bid received were that of Dano Enterprises at the rates provided in the memo (a copy of which is attached hereto and incorporated by reference herein) for an initial term of 12 months with the option to renew for up to four additional 12 month terms pending budgetary approval, and which bid acceptance is approved by the Chief Administrative Officer and recommended by the Director of Procurement and the Director of Public Services, and

WHEREAS, funds are available in Account #509-2310-482.66.37.

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

SECTION 1. The bid of Dano Enterprises at the rates provided in the memo (a copy of which is attached hereto and incorporated by reference herein) for Yard Waste Bags for the Sanitation Department on an as needed basis, for an initial term of 12 months with the option to renew for up to four additional 12 month terms pending budgetary approval is hereby accepted and approved.

SECTION 2. The Mayor is hereby authorized and directed to enter into a contract with Dano Enterprises at the rates provided in the memo (a copy of which is attached hereto and incorporated by reference herein) for Yard Waste Bags for the Sanitation Department on an as needed basis, for an initial term of 12 months with the option to renew for up to four additional 12 month terms pending budgetary approval.

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

PASSED AND APPROVED THIS 7TH DAY OF JULY 2022.

Mayor, City of Kirkwood

ATTEST:

City Clerk

Legislation Request

Resolution

Place On The Agenda Of: 7/7/2022

Step #1:

Strategic Plan NO Goal # & Title

Background To Issue:

The Procurement Department recently received proposals for yard waste bags. The lowest responsible bid was received from Dano Enterprises in the amount of \$26.68/bundle. This will be just over a 10% increase with a per bag cost going from \$0.48 to \$0.55.

Recommendations and Action Requested:

It is recommended that the City Council accept the proposal from DANO Enterprises in the amount of \$26.68 per bundle for Kirkwood yard waste bags.

Alternatives Available:

Does this project have a public information component? Yes No

Cost: \$32,095.00 Account #: 50923104826637 Project #: Budgeted: YES

If YES, Budgeted Amount: \$32,095.00 If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

BY: Bill Bensing

Date: 6/27/2022

Authenticated: bensinwe

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: 6/27/2022

Authenticated: foanolsm

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



File Attachment

File Attachment

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

Budgetary Approval

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

Budgetary appropriation is available and sufficient for \$32,095 in account 509-2310-482-66-37, Yard Bags to approve the above as requested.

BY: Sandra Stephens

Date: 6/27/2022

Authenticated: stephesf

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

Approve Disapprove

Chief Administrative Officer's Comments:

BY: 

Date: 6-30-22

June 27th, 2022

To: Russell Hawes, Chief Administrative Officer

For Your Consideration: Yard Waste Bags, Bid # 13882

Sealed bids were publicly opened on June 16th, 2022. The bid tabulation is as follows:

Vendor	Unit Price
Dano Enterprises	\$26.68
Pabco Industries	\$27.33
Imperial Bag and Paper	\$30.21
Document Imaging	\$35.00

Bid requests were also sent to all registered vendors in Ionwave and the above suppliers responded.

The bids were provided to Bill Bensing, Director of Public Services, for evaluation. It is recommended that the bid be awarded to Dano Enterprises, Inc. as their bid of \$26.68 per bundle for Yard Waste Bags is the lowest responsive and responsible bid meeting specifications.

Attached is a request from Bill Bensing, Director of Public Services, for a resolution authorizing a unit price contract, to encompass all future orders on an as required basis, be issue to Dano Enterprises for Yard Waste Bags. The unit price contract will have an initial term of twelve (12) months, with the option to renew annually for a maximum of four additional one year terms.

Respectfully,



Sara Foan Oliver
Director of Procurement

RESOLUTION 87-2022

A RESOLUTION ACCEPTING THE BID OF CRESCENT ELECTRIC SUPPLY COMPANY IN THE AMOUNT OF \$39,510 FOR THE PURCHASE OF NINE DUAL PORT CHARGING STATIONS FOR THE ELECTRIC DEPARTMENT AND DIRECTING THE DIRECTOR OF PROCUREMENT TO ISSUE A PURCHASE ORDER.

WHEREAS, pursuant to law, the City solicited bids for nine Dual Port Charging Stations for the Electric Department, and

WHEREAS, the most responsible bid received was that of Crescent Electric Supply Company in the amount of \$39,510 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 #501-2115-480.75.06, Project #EL2304.

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

SECTION 1. The Director of Procurement is hereby authorized and directed to issue a Purchase Order in the amount of \$39,540 to Crescent Electric Supply Company for the purchase of nine Dual Port Charging Stations for the Electric Department.

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

PASSED AND APPROVED THIS 7TH DAY OF JULY 2022.

Mayor, City of Kirkwood

ATTEST:

City Clerk

Legislation Request

Resolution

Place On The Agenda Of: 7/7/2022

Step #1:

Strategic Plan YES

Goal # & Title Goal #1 - Enhance the Quality of Life for Kirkwood Residents

Background To Issue:

Kirkwood Electric purchased two dual port charging stations in February in anticipation for renovations to the City Hall Parking Lot. The plan is to now purchase additional dual port charging stations in order to complete the project.

Recommendations and Action Requested:

Approval of a resolution to give the Procurement Director authorization to enter into an agreement with Crescent electric Supply Co. in the amount of \$39,510 for the purchase of additional dual port charging stations for the City Hall parking lot.

Alternatives Available:

The strategic plan clearly outlines a move to electric vehicles for the Kirkwood fleet. The vehicles have been purchased and the charging stations need to be installed as soon as possible.

Does this project have a public information component? Yes No

Cost: \$39,510.00 Account #: 50121154807506 Project #: EL2304 Budgeted: YES

If YES, Budgeted Amount: \$410,000.00 If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

Kirkwood Electric already has three electric vehicles. It's time for the passenger vehicles over at City Hall to make the move to electric. The department strongly recommends approval of the resolution. The equipment will match the units already purchased and the price is established via competitive pricing associated with the Sourcewell bidding process.

BY: Mark Petty

Date: 6/27/2022

Authenticated: pettyma

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



S510408938-0001 city hall
parking lot for council July 7
2022.pdf
Adobe Acrobat Document
45.1 KB

File Attachment

File Attachment

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

Select...

Purchasing Director's Comments:

BY: Sara Foan-Oliver

Date: 6/28/2022

Authenticated: foanolsm

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



File Attachment

File Attachment

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

Budgetary Approval

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

Budgetary appropriation is available and sufficient for \$39,510 in account 501-2115-480-75-06, Rolling Stock, Project EL2304, Electric Vehicles to approve the above as requested.

BY: Sandra Stephens

Date: 6/28/2022

Authenticated: stephesf

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

Approve Disapprove

Chief Administrative Officer's Comments:

BY: 

Date: 6-30-22



QUOTATION

200 S VANDEVENTER AVE
 SAINT LOUIS, MO 63110-1202
 P 314-533-6161 F 314-533-6883

QUOTE DATE	QUOTE #	PAGE #
06/13/2022	S510408938	1 of 1

CUST #: 123746

QUOTE TO:

CASH SALE
 3834 FOREST PARK AVE
 ST LOUIS, MO 63108-1104

SHIP TO:

SAINT LOUIS MO CONTRACTOR
 Kirkwood Electric
 212 S. Taylor Ave.
 KIRKWOOD, MO 63122-4327

REQUESTED BY		REFERENCE	ACCOUNT MANAGER	
MARK PETTY			HOUSE	
QUOTED BY		TERMS	FREIGHT TERMS	
BRANDON C GRADY			FREIGHT IF APPLICABLE	
ORDER QTY	AVAILABLE	DESCRIPTION	UNIT PRICE	EXT PRICE
9 ea		SC-7-18 SEMACONNECT SERIES 7 STATION - W/ 18FT CABLE	4390.000/ea	39510.00

PRICES SUBJECT TO CHANGE
 QUANTITIES AVAILABLE SUBJECT TO PRIOR SALE
 PLEASE SEE WWW.CESCO.COM FOR STANDARD TERMS
 AND CONDITIONS

* This line is taxable

SUBTOTAL	39510.00
S&H CHARGES	0.00
ESTIMATED TAX	3824.18
AMOUNT DUE	43334.18

June 28th, 2022

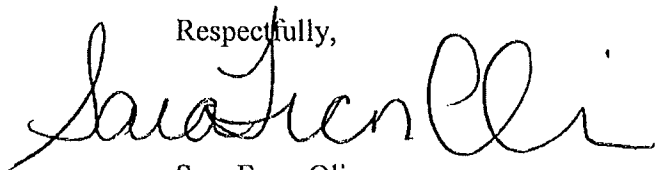
To: Russell B. Hawes, Chief Administrative Officer

For Your Consideration: Dual Port Charging Stations - #500580

The City of Kirkwood may use cooperative contracts that are competitively bid. Sourcewell competitively bid this equipment and Crescent Electrical Supply is a local authorized distributor for the purchase of dual port charging stations. The Sourcewell RFP number is #042221.

Attached is a request from Mary Petty, Electric Director, authorizing a purchase order in the amount of \$39,510.00 to be issued to Crescent Electric Supply Co for the purchase nine (9) of dual port charging stations.

Respectfully,

A handwritten signature in black ink, appearing to read "Sara Foan-Oliver". The signature is fluid and cursive, with a large initial "S" and "F".

Sara Foan-Oliver
Procurement Director

RESOLUTION 88-2022

A RESOLUTION APPOINTING MEMBERS TO THE YOUTH ADVISORY COMMISSION.

WHEREAS, the City Council believes that the following should be appointed to the Youth Advisory Commission:

Scarlet Adams	Term to June 2025
Wyatt Byers	Term to June 2025
Morrigan Carey	Term to June 2025
Natalie Hosto	Term to June 2025
Kylie Madden	Term to June 2025
Theo Wickersham	Term to June 2025
Katie Whittaker	Term to June 2025

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

SECTION 1. The following are hereby reappointed to of the Youth Advisory Commission:

Scarlet Adams	Term to June 2025
Wyatt Byers	Term to June 2025
Morrigan Carey	Term to June 2025
Natalie Hosto	Term to June 2025
Kylie Madden	Term to June 2025
Theo Wickersham	Term to June 2025
Katie Whittaker	Term to June 2025

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

PASSED AND APPROVED THIS 7TH DAY OF JULY 2022.

Mayor, City of Kirkwood

ATTEST:

City Clerk

Legislation Request

Resolution

Place On The Agenda Of: 7/7/2022

Step #1:

Strategic Plan NO Goal # & Title

Background To Issue:

The Youth Advisory Commission has 7 vacancies that need to be filled.

Recommendations and Action Requested:

Appoint members to the Youth Advisory Commission for terms to June 2025.

Alternatives Available:

Does this project have a public information component? Yes No

Cost: \$0.00 Account #: 00000 Project #: Budgeted: YES

If YES, Budgeted Amount: \$0.00 If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

BY: Laurie Asche

Date: 6/28/2022

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:

6-30-22

RESOLUTION 89-2022

A RESOLUTION ACCEPTING THE QUOTE OF IMAGENET CONSULTING, LLC IN THE AMOUNT OF \$16,670 FOR LASERFICHE SOFTWARE RENEWAL AND AUTHORIZING AND DIRECTING THE DIRECTOR OF PROCUREMENT TO ISSUE A PURCHASE ORDER.

WHEREAS, the City of Kirkwood utilizes Laserfiche software through ImageNet Consulting, LLC for content management of records and to process invoices, and

WHEREAS, the Laserfiche software is up for renewal, and

WHEREAS, ImageNet Consulting, LLC provided a quote in the amount of \$16,670 for the Laserfiche software renewal, and

WHEREAS, staff recommends that the City of Kirkwood accept the quote of ImageNet Consulting, LLC for Laserfiche software renewal in the amount of \$16,670, and

WHEREAS, funds are available in Account #101-1105-415.43.15

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

SECTION 1. The Director of Procurement is hereby authorized and directed to issue a Purchase Order in the amount of \$16,670 to ImageNet Consulting, LLC for Laserfiche software renewal.

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

PASSED AND APPROVED THIS 7TH DAY OF JULY 2022.

Mayor, City of Kirkwood

ATTEST:

City Clerk

Legislation Request

Resolution

Place On The Agenda Of: 7/7/2022

Step #1:

Strategic Plan NO Goal # & Title :

Background To Issue:

Laserfiche software renewals

Recommendations and Action Requested:

Accept the bid from ImageNet.

Alternatives Available:

Would have to find another reseller to use for support.

Does this project have a public information component? Yes No

Cost: \$16,670.00 Account #: 10111054154315 Project #: Budgeted: YES

If YES, Budgeted Amount: \$17,000.00 If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

BY: Kevin Campe

Date: 6/15/2022

Authenticated: campekr

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: 6/28/2022

Authenticated: foanolsm

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



File Attachment

File Attachment

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

Budgetary Approval

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

Budgetary appropriation is available and sufficient for \$16,670 in account 101-1105-415-43-15, Software Maintenance to approve the above as requested.

BY: Sandra Stephens

Date: 6/28/2022

Authenticated: stephesf

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

Approve Disapprove

Chief Administrative Officer's Comments:

BY: 

Date: 6-30-22

June 27, 2022

To: Russell B. Hawes, Chief Administrative Officer

For Your Consideration: Laserfiche Software Renewal, Quote # 500577

The Kirkwood MIS Department is requesting approval to renew the City's Laserfiche software subscription. Laserfiche is an enterprise content management software used by the City to process supplier invoices. This software allows for procurement and finance to work together seamlessly to ensure our supplier are paid in a timely manner.

Vendor

ImageNet Consulting, LLC

\$16,670.00

Attached is a request from Kevin Campe, IT Director, for a resolution authorizing a purchase order to be issued to ImageNet Consulting, LLC in the amount of \$16,670.00 for Laserfiche Software renewal.

Respectfully,

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

Sara Foan-Oliver
Procurement Director

BILL 10937

ORDINANCE

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A COST SHARE AGREEMENT FIRST AMENDMENT WITH THE MISSOURI HIGHWAYS AND TRAFFIC COMMISSION FOR ROADWAY IMPROVEMENTS ON MANCHESTER ROAD FROM KIRKWOOD ROAD TO THE WEST CITY OF KIRKWOOD LIMITS.

WHEREAS, the City of Kirkwood passed and approved Ordinance 10667 on May 7, 2020 for a Cost Share Agreement between the City of Kirkwood and the Missouri Highways and Traffic Commission for roadway improvements on Manchester Road from Kirkwood Road to the west City of Kirkwood limits in the initial amount of \$1,275,677, with MoDOT covering 49% of the project costs, and

WHEREAS, the Missouri Department of Transportation (MoDOT) is designing roadway improvements on Manchester Road from Kirkwood Road westward through the City of Des Peres, and

WHEREAS, MoDOT received bids for the project, which resulted in a higher estimate for the enhancements, and

WHEREAS, staff recommends the City enter into a Cost Share Agreement First Amendment with the Missouri Highways and Traffic Commission for the awarded Cost Share Program application for 49% of the project costs with an additional \$392,042.83 in a do not to exceed amount of \$1,667,709.83, and

WHEREAS, funds are available in Account #501-2115-480.75.15, Project #EL2303.

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

SECTION 1. The Mayor is hereby authorized and directed to enter into a Cost Share Agreement First Amendment with the Missouri Highways and Traffic Commission for the awarded Cost Share Program application for 51% of the project costs not to exceed \$1,667,709.83 for roadway improvements on Manchester Road from Kirkwood Road to the west City of Kirkwood limits.

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 2022.

Mayor, City of Kirkwood

ATTEST:

City Clerk
1st Reading:
2nd Reading:

Legislation Request

Ordinance

Place On The Agenda Of: 7/7/2022

Step #1:

Strategic Plan YES

Goal # & Title Enhance the Quality of Life for Kirkwood Residents

Background To Issue:

The City of Kirkwood has a cost share agreement with MODOT to provide additional enhancements, which include pedestrian lighting, painted signals, buffered and larger sidewalks, and landscaping to the Manchester Road Phase 2 Project. Phase 2 has 98 street lights going in as part of the project to increase pedestrian safety and light levels. MODOT let the Manchester Road Phase 2 project out to bid on May 20, 2022. Bids came in higher than the estimate. An additional \$209,214.99 is needed from the City of Kirkwood to award the project. The cost share grant is in the amount of 49% of the cost, not to exceed amount of \$1,240,667. MoDOT is also requiring a supplemental agreement for the City to be responsible for the cost differences in the J6S33259 project that went over the base design. The overage was \$118,041.80, shown in Exhibit C. In addition, Right of Way acquisition costs have increased, and MoDOT is requesting an additional estimated in the amount of \$182,827.84 to cover these costs. If the actual amount of right of way costs come in less, the City will receive a reimbursement. The additional right of way costs may not be included in the cost share as this is already reached the maximum. The total amount requested by MoDOT for both Right of Way and Construction is an additional \$392,042.83.

Recommendations and Action Requested:

It is recommended that the City Council authorize a amended Cost Share Supplemental Agreement and authorize an additional payment of \$392,042.83 to MODOT for enhancements to the Manchester Road Phase 2 Project.

Alternatives Available:

If the City of Kirkwood wanted to have the additional enhancement installed after the project the City would incur higher costs due to having received the cost share grant, and additional costs due to construction issues.

Does this project have a public information component? Yes No

Cost: \$392,042.83 Account #: 50121154807515 Project #: EL2303 Budgeted: YES

If YES, Budgeted Amount: \$392,042.83 If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

Funds for the additional costs are coming from the Electric Department bond money.

BY: Christopher Krueger

Date: 6/29/2022

Authenticated: kruegeca

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



J6S3259C - KIRKWOOD
6.29.22.pdf
Adobe Acrobat Document
198 KB



Cost Share Supplemental
Agreement.pdf
Adobe Acrobat Document
112 KB

File Attachment

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

Approve

Purchasing Director's Comments:

BY: Sara Foan-Oliver

Date: 6/29/2022

Authenticated: foanolsm

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

File Attachment

File Attachment

File Attachment

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

Budgetary Approval

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

Budgetary appropriation is available and sufficient for \$392,042.83 in account 501-2115-480-75-15, Distribution Improvements, Project EL2303, LED Street Lights to approve the above as requested.

BY: Sandra Stephens

Date: 6/29/2022

Authenticated: stephesf

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

Approve Disapprove

Chief Administrative Officer's Comments:

BY:

A handwritten signature in blue ink, appearing to be "David J. [unclear]", written over a horizontal line.

Date:

6-30-22

J6S3259C (City of Kirkwood)

	Total	Kirkwood's Share	MoDOT Share
PE (Consultant)	249,801.86	127,398.95	122,402.91
PE (MoDOT)	5,000.00	2,550.00	2,450.00
Utilities	0.00	0.00	0.00
ROW (Acquisition & Incidentals)	244,819.29	124,857.84	119,961.45
Construction	2,097,175.70	1,160,944.86	936,230.84
CE - Inspection	133,554.00	73,932.21	59,621.79
Total	2,730,350.85	1,489,683.85	1,240,667.00 *Cost Share MAX

City of Kirkwood

City Responsibility	\$ 1,489,683.85
PE Credit per Agreement (need to verify w/ City)	\$ 249,801.86
	\$ 1,239,881.99
ROW - 11.19.20 Deposit	\$ 142,030.00
Construction - 4.5.22 Deposit	\$ 888,637.00
ROW Credit as of June 29, 2022	\$ (17,172.16)
Estimate of Additional Right of Way	\$ 200,000.00
Additional ROW Deposit Needed	\$ 182,827.84
Total Deposit Needed	\$ 392,042.83

CCO Form: FS08
Approved: 03/04 (BDG)
Revised: 03/17 (MWH)
Modified: 02/20 (MWH)

Amendment Cost Share Agreement
Route: 100
County: St. Louis
Job No: J6S3259C/J6S3259Z

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
MUNICIPAL AND COST APPORTIONMENT AGREEMENT
FIRST AMENDMENT**

THIS FIRST AMENDMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Kirkwood, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

WHEREAS, the Commission and the City previously entered into a *Cost Share Agreement* dated September 23, 2020 (hereinafter, "Original Agreement") regarding the public improvement designated as Route 100, St. Louis County, Job No. J6S3259C/J6S3259Z; and

WHEREAS, in order to assure that such project can commence and be completed, the parties desire to enter into this *Cost Share Agreement First Amendment* (hereinafter, "First Amendment").

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) AMENDMENT TO PARAGRAPH (9)(D) OF ORIGINAL AGREEMENT: Paragraph (9)(D) of the Original Agreement is amended to add the following as a new sentence at the end of the subparagraph:

Entity shall be responsible for the cost differences items in the J6S3259 project as shown in Exhibit C that go over base design.

(2) ORIGINAL AGREEMENT: Except as hereby amended the Original Agreement shall remain in full force and effect and the unaltered provisions of the Original Agreement shall extend and apply to this First Amendment. Each party to this Amendment warrants and certifies that it enters into this transaction and executes this Amendment freely and voluntarily and without being in a state of duress or under threats or coercion.

IN WITNESS WHEREOF, the parties have entered into this First Amendment on

the date last written below.

Executed by the City on _____(Date).

Executed by the Commission on _____(Date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

KIRKWOOD, MISSOURI

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Commission Counsel

By: _____

Title: _____

Ordinance Number _____

BILL 10829

ORDINANCE 10667

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A COST SHARE AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRAFFIC COMMISSION FOR ROADWAY IMPROVEMENTS ON MANCHESTER ROAD FROM KIRKWOOD ROAD TO THE WEST CITY OF KIRKWOOD LIMITS.

WHEREAS, the Missouri Department of Transportation (MoDOT) is designing roadway improvements on Manchester Road from Kirkwood Road westward through the City of Des Peres, and

WHEREAS, the City of Kirkwood submitted an application for funding of enhancements to the project within the City of Kirkwood's limits from Kirkwood Road to the west City of Kirkwood limits on Manchester Road through the MoDOT Cost Share Program, and

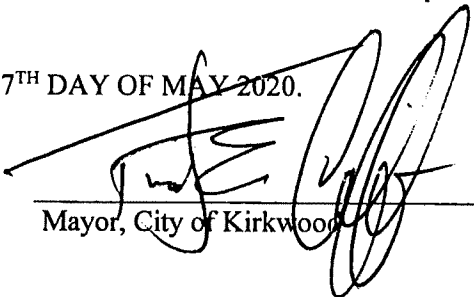
WHEREAS, the Engineering Department recommends the City enter into a Cost Share Agreement with the Missouri Highways and Traffic Commission for the awarded Cost Share Program application for 51% of the project costs not to exceed \$1,275,667.

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

SECTION 1. The Mayor is hereby authorized and directed to enter into a Cost Share Agreement with the Missouri Highways and Traffic Commission for the awarded Cost Share Program application for 51% of the project costs not to exceed \$1,275,667 for roadway improvements on Manchester Road from Kirkwood Road to the west City of Kirkwood limits.

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

PASSED AND APPROVED THIS 7TH DAY OF MAY 2020.



Mayor, City of Kirkwood

ATTEST:



City Clerk

1st Reading: April 16, 2020

2nd Reading: May 7, 2020

RESOLUTION 90-2022

A RESOLUTION ACCEPTING THE PROPOSAL OF PAYKEN CONSULTING LLC IN THE AMOUNT OF \$67,050 FOR RIGHT-OF-WAY SERVICES FOR STP-5502(611) GEYER ROAD RESURFACING PROJECT PHASE II AND AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT.

WHEREAS, a Request for Qualifications was developed and qualifications were received for Right-of-Way Services for STP-5502(611) Geyer Road Resurfacing Project Phase II, and

WHEREAS, a Selection Committee consisting of the Director of Public Works, City Engineer, Senior Procurement Officer/Analyst, and Assistant Director of Procurement reviewed the qualifications, and

WHEREAS, the Selection Committee recommends Payken Consulting LLC as the most qualified to provide Right-of-Way Services for STP-5502(611) Geyer Road Resurfacing Project Phase II in the amount of \$67,050, and

WHEREAS, funds are available in Account #301-1401-600.75.14, Project #PW2307.

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

SECTION 1. The proposal of Payken Consulting LLC as the most qualified to provide Right-of-Way Services for STP-5502(611) Geyer Road Resurfacing Project Phase II in the amount of \$67,050 is hereby accepted and approved.

SECTION 2. The Mayor is hereby authorized and directed to enter into a contract with Payken Consulting LLC as the most qualified to provide Right-of-Way Services for STP-5502(611) Geyer Road Resurfacing Project Phase II in the amount of \$67,050.

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

PASSED AND APPROVED THIS 7TH DAY OF JULY 2022.

Mayor, City of Kirkwood

ATTEST:

City Clerk

Legislation Request

Resolution

Place On The Agenda Of: 7/7/2022

Step #1:

Strategic Plan YES

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

Background To Issue:

The City of Kirkwood received a Surface Transportation Program (STP) Grant for the STP-5502(611) Geyer Road Resurfacing Project. Professional right of way negotiation services are needed for permanent sidewalk and temporary construction easement acquisition for this project located on Geyer Road from Adams to Big Bend. Request for Qualifications were sent to design firms through the Purchasing Department. A selection committee then reviewed and rated the responses of the interested firms and selected Payken Consulting LLC to provide a fee proposal. Payken Consulting LLC submitted a fee proposal of \$67,050.00 for right of way negotiation services. The grant does not provide any reimbursement of these costs. The grant for Geyer Road Phase provides for reimbursement of construction costs only.

Recommendations and Action Requested:

It is recommended that the City Council accept the proposal by Payken Consulting LLC in the amount of \$67,050.00 for right of way negotiation services.

Alternatives Available:

Does this project have a public information component? Yes No

Cost: \$67,050.00 Account #: 30114016007514 Project #: PW2307 Budgeted: YES

If YES, Budgeted Amount: \$67,050.00 If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

BY: Christopher Krueger

Date: 6/20/2022

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).**

Approve

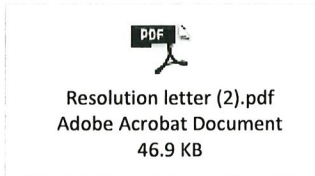
Purchasing Director's Comments:

BY: Sara Foan-Oliver

Date: 6/21/2022

Authenticated: foanolsm

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



File Attachment

File Attachment

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

Budgetary Approval

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

Budgetary appropriations are available and sufficient for \$67,050 in account 301-1401-600-75-14, Street Improvements, Project PW2307, Geyer Phase2 to approve the above as requested.

BY: Sandra Stephens

Date: 6/27/2022

Authenticated: stephesf

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

Approve Disapprove

Chief Administrative Officer's Comments:

BY: 

Date: 6-30-22

June 20th, 2022

To: Russell B. Hawes, Chief Administrative Officer

For Your Consideration: ROW Services for STP-5502(611) Geyer Road Resurfacing Project Phase II, RFP # 13870

Per Article VI. Procurement of the City of Kirkwood's Code of Ordinances, a Selection Committee was appointed by the Chief Administrative Officer and chaired by the Assistant Director of Procurement to review and recommend to Council a qualified firm to provide ROW Services for STP-5502(611) Geyer Road Resurfacing Project Phase II.

The Selection Committee which consisted of Bill Bensing, Director of Public Works, Chris Krueger, City Engineer, Cassandra James, Sr. Procurement Officer/Analyst, and Rachel Shelley, Assistant Director of Procurement, selected Payken Consulting LLC to provide a proposal based on a defined scope which was to include pricing for ROW Services for STP-5502(611) Geyer Road Resurfacing Project Phase II.

After review of the qualified firm's proposal to perform these types of services, the Selection Committee recommended Payken Consulting LLC for ROW Services for STP-5502(611) Geyer Road Resurfacing Project Phase II in the amount of \$67,050.

Attached is a request from Chris Krueger, City Engineer, requesting a contract to be entered into with Payken Consulting LLC in an amount of \$67,050 for ROW Services for STP-5502(611) Geyer Road Resurfacing Project Phase II.

Respectfully,

A handwritten signature in black ink, appearing to read "Sara Foan-Oliver". The signature is fluid and cursive, with a large initial "S" and a long, sweeping tail.

Sara Foan-Oliver
Director of Procurement

RESOLUTION 91-2022

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, FINANCIAL ASSISTANCE CENTER'S STATE ARPA GRANT PROGRAMS FOR SUBAWARD OF FEDERAL FINANCIAL ASSISTANCE PROVIDED TO THE STATE OF MISSOURI BY THE U.S. DEPARTMENT OF TREASURY ("TREASURY") PURSUANT TO SECTION 602(b) OF THE SOCIAL SECURITY ACT, AS ADDED BY SECTION 9901 OF THE AMERICAN RESCUE PLAN ACT, (PUB. L. NO. 117-2 (MARCH 11, 2021), 135 STAT. 4, 223-26.

WHEREAS, under the terms of Section 602(c) of the Act and Treasury's regulations, the State of Missouri has authorized the making of grants to authorized applicants to aid in the completion of specific public projects, and

WHEREAS, the City of Kirkwood declares its support for submission of an ARPA Grant Application to the Missouri Department of Natural Resources for inventory of lead services lines within the City of Kirkwood's potable water distribution system, and

WHEREAS, the Water Department is seeking a grant in the amount of \$200,000, and

WHEREAS, the City of Kirkwood is eligible to apply for cost share reimbursement for 79 percent of the eligible costs, in the amount of \$158,000.

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

SECTION 1. William E. Bensing Jr. be and he/she is hereby authorized to execute and file an application(s) on behalf of the City of Kirkwood, Missouri with the State of Missouri for grant funding to aid in the completion of a lead service line inventory for inventory of service lines in accordance with Missouri Department of Natural Resources Inventory Guidance and Requirements.

SECTION 2. William E. Bensing Jr., Director of Public Services, is hereby authorized and directed to furnish such information as the Missouri Department of Natural Resources may reasonably request in connection with the application which is herein authorized, to sign all necessary documents on behalf of the applicant, to furnish such assurances to the Missouri Department of Natural Resources as may be required by law or regulation, and to receive payment on behalf of the applicant.

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

PASSED AND APPROVED THIS 7TH DAY OF JULY 2022.

Mayor, City of Kirkwood

ATTEST:

City Clerk

Legislation Request

Resolution

Place On The Agenda Of: 7/7/2022

Step #1:

Strategic Plan YES

Goal # & Title Goal 1. Objective 1. Strategy D. Monitor Infrastructure

Background To Issue:

The Water Division, on behalf of the City plans to submit an ARPA grant application through the Missouri Department of Natural Resources (MoDNR). Water will be seeking a grant in the amount of \$200,000 to inventory potable water service lines within the distribution system. This inventory is the first step in meeting new EPA regulations for lead service lines. Per MoDNR regulations, the City Council must authorize the submittal of the grant, and designate an authorized City official that can execute and file the application. The ARPA grant is a cost share reimbursement program, in order to achieve the highest local share point value, the application will be 21/79 match (City \$42,000/ARPA \$158,000).

Recommendations and Action Requested:

It is recommended that the City Council approve a resolution, authorizing the City to submit an ARPA grant application for the inventory of lead service lines within the City's potable water distribution system. .

Alternatives Available:

Does this project have a public information component? Yes No

Cost: \$0.00

Account #: 0

Project #:

Budgeted: YES

If YES, Budgeted Amount:

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

Department Head Comments:

BY: Bill Bensing

Date: 6/27/2022

Authenticated: bensinwe

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



Leade Service line resolution-
of-governing-body-of-
applicant-form.pdf
Adobe Acrobat Document
80.6 KB

File Attachment

File Attachment

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

Director's approval).

Select...

Purchasing Director's Comments:

BY: Select...

Date:

Authenticated:

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

📎 File Attachment

📎 File Attachment

📎 File Attachment

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:

6-30-22

RESOLUTION OF GOVERNING BODY OF APPLICANT
RESOLUTION NO. _____

(Suggested Form for Applicant use)

Resolution authorizing the filing of an application with the Missouri Department of Natural Resources, Financial Assistance Center's State ARPA Grant Programs for subaward of federal financial assistance provided to the State of Missouri by the U.S. Department of the Treasury ("Treasury") pursuant to Section 602(b) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, (Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223-26.

WHEREAS under the terms of section 602(c) of the Act and Treasury's regulations, the State of Missouri has authorized the making of grants to authorized applicants to aid in the completion of specific public projects.

NOW, THEREFORE, be it resolved by the City of Kirkwood, Missouri
(governing body of applicant)

1. That William E. Bensing Jr.
(designated official) be and he/she is hereby authorized to execute and file an application(s) on behalf of the City of Kirkwood, Missouri
(legal name of applicant)

with the State of Missouri for grant funding to aid in the completion of: a lead service line inventory, or a drinking water, wastewater, and/or a stormwater project.

Lead service line inventory

(Brief project(s) description)

Inventory service lines in accordance with MoDNR Inventory Guidance and Requirements

2. That William E. Bensing Jr., Director of Public Services
(name of authorized official) *(Title)*

is hereby authorized and directed to furnish such information as the Missouri Department of Natural Resources may reasonably request in connection with the application which is herein authorized, to sign all necessary documents on behalf of the applicant, to furnish such assurances to the Missouri Department of Natural Resources as may be required by law or regulation, and to receive payment on behalf of the applicant.

CERTIFICATE OF RECORDING OFFICER

The undersigned, duly qualified and acting City Clerk of the
(title of officer)

the City of Kirkwood, Missouri, does hereby certify: That the attached resolution is a
(legal name of applicant)

true and correct copy of the resolution adopted at a legally convened meeting of the Kirkwood
City Council held on the 7 day of July,
(name of the governing body of applicant)

2022; and further that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 7 day of July 2022.

(signature of recording officer)

City Clerk
(title of recording officer)

SEAL (If applicant has an official seal, impress here.)

RESOLUTION 92-2022

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, FINANCIAL ASSISTANCE CENTER'S STATE ARPA GRANT PROGRAMS FOR SUBAWARD OF FEDERAL FINANCIAL ASSISTANCE PROVIDED TO THE STATE OF MISSOURI BY THE U.S. DEPARTMENT OF TREASURY ("TREASURY") PURSUANT TO SECTION 602(b) OF THE SOCIAL SECURITY ACT, AS ADDED BY SECTION 9901 OF THE AMERICAN RESCUE PLAN ACT, (PUB. L. NO. 117-2 (MARCH 11, 2021), 135 STAT. 4, 223-26.

WHEREAS, under the terms of Section 602(c) of the Act and Treasury's regulations, the State of Missouri has authorized the making of grants to authorized applicants to aid in the completion of specific public projects, and

WHEREAS, the City of Kirkwood declares its support for submission of an ARPA Grant Application to the Missouri Department of Natural Resources for replacement of water main infrastructure, and

WHEREAS, the Water Department is seeking a grant in the amount of \$5,000,000, and

WHEREAS, the City of Kirkwood is eligible to apply for cost share reimbursement for 79 percent of the eligible costs, in the amount of \$3,950,000.

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

SECTION 1. William E. Bensing Jr. be and he/she is hereby authorized to execute and file and application(s) on behalf of the City of Kirkwood, Missouri with the State of Missouri for grant funding to aid in the completion of water main infrastructure renewal for design and replacement of aging water mains per the City's Department of Natural Resource's approved Owner Supervised Program.

SECTION 2. William E. Bensing, Jr., Director of Public Services, is hereby authorized and directed to furnish such information as the Missouri Department of Natural Resources may reasonably request in connection with the application which is herein authorized, to sign all necessary documents on behalf of the applicant, to furnish such assurances to the Missouri Department of Natural Resources as may be required by law or regulation, and to receive payment on behalf of the applicant.

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

PASSED AND APPROVED THIS 7TH DAY OF JULY 2022.

Mayor, City of Kirkwood

ATTEST:

City Clerk

Legislation Request

Resolution

Place On The Agenda Of: 7/7/2022

Step #1:

Strategic Plan YES

Goal # & Title Goal 1. Objective 1. Strategy D. Monitor Infrastructure

Background To Issue:

The Water Division, on behalf of the City plans to submit an ARPA grant application through the Missouri Department of Natural Resources (MoDNR). Water will be seeking a grant in the amount of \$5,000,000 to replace the City's aging potable water distribution system. Per MoDNR regulations, the City Council must authorize the submittal of the grant, and designate an authorized City official that can execute and file the application. The ARPA grant is a cost share reimbursement program, in order to achieve the highest local share point value, the application will be 21/79 match (City \$1,050,000/ARPA \$3,950,000).

Recommendations and Action Requested:

It is recommended that the City Council approve a resolution, authorizing the City to submit an ARPA grant application for the replacement of water main infrastructure.

Alternatives Available:

Does this project have a public information component? Yes No

Cost: \$0.00

Account #: 0

Project #:

Budgeted: YES

If YES, Budgeted Amount:

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

Department Head Comments:

BY: Bill Bensing

Date: 6/27/2022

Authenticated: bensinwe

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



Water Main resolution-of-governing-body-of-applicant-form.pdf

Adobe Acrobat Document
75.0 KB

File Attachment

File Attachment

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

Select...

Purchasing Director's Comments:

BY: Select...

Date:

Authenticated:

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

📎 File Attachment

📎 File Attachment

📎 File Attachment

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:

6-30-22

RESOLUTION OF GOVERNING BODY OF APPLICANT
RESOLUTION NO. _____

(Suggested Form for Applicant use)

Resolution authorizing the filing of an application with the Missouri Department of Natural Resources, Financial Assistance Center's State ARPA Grant Programs for subaward of federal financial assistance provided to the State of Missouri by the U.S. Department of the Treasury ("Treasury") pursuant to Section 602(b) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, (Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223-26.

WHEREAS under the terms of section 602(c) of the Act and Treasury's regulations, the State of Missouri has authorized the making of grants to authorized applicants to aid in the completion of specific public projects.

NOW, THEREFORE, be it resolved by the City of Kirkwood, Missouri
(governing body of applicant)

1. That William E. Bensing Jr. *(designated official)* **be and he/she is hereby authorized to execute and file an application(s) on behalf of** the City of Kirkwood, Missouri
(legal name of applicant)

with the State of Missouri for grant funding to aid in the completion of: a lead service line inventory, or a drinking water, wastewater, and/or a stormwater project.

Water Main Infrastructure Renewal

(Brief project(s) description)

Design and replacement of aging water mains per the City's DNR's approved Owner Supervised Progr

2. That William E. Bensing Jr. *(name of authorized official)*, Director of Public Services *(Title)*

is hereby authorized and directed to furnish such information as the Missouri Department of Natural Resources may reasonably request in connection with the application which is herein authorized, to sign all necessary documents on behalf of the applicant, to furnish such assurances to the Missouri Department of Natural Resources as may be required by law or regulation, and to receive payment on behalf of the applicant.

CERTIFICATE OF RECORDING OFFICER

The undersigned, duly qualified and acting City Clerk *(title of officer)* of the

the City of Kirkwood, Missouri *(legal name of applicant)*, **does hereby certify: That the attached resolution is a**

true and correct copy of the resolution adopted at a legally convened meeting of the Kirkwood
City Council *(name of the governing body of applicant)* **held on the** 7 **day of** July,

(name of the governing body of applicant)

2022; **and further that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this** 7 **day of**
July, 2022.

(signature of recording officer)

City Clerk

(title of recording officer)

SEAL (If applicant has an official seal, impress here.)

RESOLUTION 93-2022

A RESOLUTION ACCEPTING THE PROPOSAL OF NAVIGATE BUILDING SOLUTIONS IN THE AMOUNT OF \$307,000 FOR COMMUNITY CENTER RENOVATIONS AND AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT.

WHEREAS, the City of Kirkwood competitively bid and awarded Owners Representative Services for facilities construction projects throughout the City to Navigate Building Solutions on December 16, 2021, and

WHEREAS, with completion of the Kirkwood Performing Arts Center, City Council provided staff with direction regarding the general scope and budget for renovations to the Community Center, and

WHEREAS, staff has determined that utilizing the services of the City's Owner Representative Services with Navigate Building Solutions to be appropriate in moving forward with this project, and

WHEREAS, staff is requesting approval of the proposal with Navigate Building Solutions in the amount of \$307,000 for Community Center Renovations, and

WHEREAS, funds are available in Account #302-2001-600.75.03, Project #PR2209.

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

SECTION 1. The Mayor is hereby authorized and directed to enter into a contract with Navigate Building Solutions in the amount of \$307,000 for Community Center Renovations.

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

PASSED AND APPROVED THIS 7TH DAY OF JULY 2022.

Mayor, City of Kirkwood

ATTEST:

City Clerk

Legislation Request

Resolution

Place On The Agenda Of: 7/7/2022

Step #1:

Strategic Plan YES

Goal # & Title Goal 3 Quality of Life. (See below for further info)

Background To Issue:

With the completion of Kirkwood Performing Arts Center, Council provided staff with direction regarding general scope and budget for the Community Center Project. In order to move forward with the project, staff has determined that utilizing the services of an owners representative is appropriate. The Owner's Representative will be contracted for procurement, preconstruction, construction and post construction phase services. The Community Center is incorporated in the City's Strategic Plan. Falling under Goal 3, Quality of Life, Objective 1, Strategy D, "Pursue community center renovations to enhance function and appearance", and is flagged for competition by FY 2026. The next step, as outlined by Navigate during the June 2 Council meeting, is to engage in the RFQ process.

Recommendations and Action Requested:

The specific legislative request is to enter into a contract with Navigate Building Solutions for Owner Representative services for procurement, preconstruction, construction and post-construction phase services for a not to exceed amount \$307,000, from account 302-2001-600-75-03, PR2209 Owner Rep.(Capital Expenditures/Building and Site Improvements).

Alternatives Available:

Staff would have to actively engage in procurement, preconstruction, construction and post construction phase services. Time involved and subject matter would be challenging.

Does this project have a public information component? Yes No

Cost: \$307,000.00 Account #: 30220016007503 Project #: PR2209 Budgeted: YES

If YES, Budgeted Amount: \$307,000.00 If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

BY: Kyle Henke

Date: 6/23/2022

Authenticated: henkekk

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



Community Center Owners
Representative 2022.docx
Microsoft Word Document
21.0 KB

File Attachment

File Attachment

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

Approve

Purchasing Director's Comments:

BY: Select...

Date:

Authenticated:

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 \$307,000 in account 302-2001-600-75-03, Building & Site Improvement, Project PR2209, Owner Rep to approve the above as requested.

BY: Sandra Stephens

Date:

6/28/2022

Authenticated:

stephesf

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



Approve



Disapprove

Chief Administrative Officer's Comments:

BY:

Date:

6-30-22

Memo

To: Kirkwood City Council
From: Kyle Henke
CC: Sandra Stephens, Sara Foan Oliver, Russ Hawes
Date: 6/28/2022
Re: Owner's Representative Services for Community Center Project

Following the discussion during the City Council work session on June 2, Council approved a motion to proceed with issuing a Request for Qualifications for hiring a Design Team. To proceed with the RFQ, staff is recommending a legislative request allowing the city to engage an Owner's Representative for the Community Center renovation during the procurement, preconstruction, construction and post construction period services. Navigate Building Solutions was previously selected by City Council as the contracted provider for Owner's Representative services.

Pursuant to that contract, the proposed amounts are as follows:

1. Owner Representative shall be paid \$132,000 for procurement and preconstruction phase services.
2. Owner Representative shall be paid \$17,500 for construction and post-construction phase services.

The specific legislative request is to enter into a contract with Navigate Building Solutions for Owner Representative services for procurement, preconstruction, construction and post-construction phase services for a not to exceed amount \$307,000, from account 302-2001-600-75-03, PR2209, Owner Rep. (Capital Expenditures/Building and Site Improvements).

June 27, 2022

To: Russell B. Hawes, Chief Administrative Officer

For Your Consideration: Community Center Renovations, Proposal # 13887

Following the completion of the Kirkwood Performing Arts Center, City Council has provided direction regarding general scope and budget for renovations at the Community Center. The staff has determine that utilizing the services of the City's owner representative, Navigate Building Solutions, is appropriate in moving forward with this project. Contract number 13853 is currently in place between the City and Navigate Building Solutions for on-call construction services.

The owner's representative will be contracted for procurement, preconstruction, construction and post construction services. Renovations to the Community Center falls within the City's Strategic Plan under Goal 3 - Quality of Life; Objective 1 – Strategy D, "Pursue community center renovations to enhance function and appearance". The project is flagged for completion by Fiscal Year 2026 and the next step of this process, as outlined by Navigate, is to engage in the RFQ process.

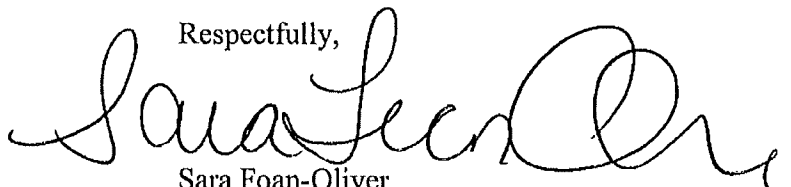
Vendor

Navigate Building Solutions

\$307,000.00

Attached is a request from Kyle Henke, Director of Parks and Recreation, for a resolution authorizing the City to enter into a contract with Navigate Building Solutions in the amount of \$307,000.00 for Community Center Renovations.

Respectfully,



Sara Foan-Oliver
Director of Procurement

RESOLUTION 94-2022

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A MASTER SERVICES AGREEMENT BETWEEN THE CITY OF KIRKWOOD AND MPUA RESOURCE SERVICES CORPORATION FOR LINE WORKER SERVICES FOR THE KIRKWOOD ELECTRIC DEPARTMENT.

WHEREAS, the City of Kirkwood is a member of the Missouri Public Utility Alliance (MPUA), and

WHEREAS, MPUA has started a Line Worker Services program that provides line workers to local member utilities for construction and maintenance work, and

WHEREAS, the rates associated with the services are prevailing wage rates, and

WHEREAS, an agreement is required to establish a contractual relationship with MPUA prior to procuring these services, and

WHEREAS, the Electric Department recommends the acceptance of the Master Services Agreement between the City of Kirkwood and MPUA Resource Services Corporation.

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

SECTION 1. The Mayor is hereby authorized and directed to enter into a Master Services Agreement between the City of Kirkwood and MPUA Resource Services Corporation.

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

PASSED AND APPROVED THIS 7TH DAY OF JULY 2022.

Mayor, City of Kirkwood

ATTEST:

City Clerk

Legislation Request

Resolution

Place On The Agenda Of: 7/7/2022

Step #1:

Strategic Plan YES

Goal # & Title Goal#1 - Enhance the Quality of Life for the Citizens of Kirkwood

Background To Issue:

The Missouri Public Utility Alliance has started a Line Worker Services program that provides line worker to local member municipal utilities for construction and maintenance activities. The rates associated with the services are prevailing wage rates. An enabling agreement is required to establish a contractual relationship with the MPUA prior to procuring services.

Recommendations and Action Requested:

Approval of a resolution allowing the Procurement Director to enter into an agreement with the MPUA for Line Work Services in the event Kirkwood is interested in construction and maintenance resource assistance.

Alternatives Available:

Qualified Line workers are becoming difficult to obtain. Member cites in the MPUA have now decided to have its municipal utility alliance create a program to make these resources available. These resources can provide assistance to complete capital, operations and maintenance projects. Kirkwood has on-going work and could make use of these resources. The rates are prevailing wages and are competitive with contractual resources. In the event Kirkwood Electric employs resources under this arrangement, the department will seek council approval prior to any commencement of work.

Does this project have a public information component? Yes No

Cost: \$0.00 Account #: 50121154807515 Project #: EL2301 Budgeted: YES

If YES, Budgeted Amount: \$862,500.00 If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

This is a great opportunity to obtain additional resources for Kirkwood Electric's modernization program at competitive rates. Additional resources will be experienced in line work and will gain knowledge about Kirkwood's distribution system. This program can also provide mutual aid resources. I recommend approval of the resolution.

BY: Mark Petty

Date: 6/27/2022

Authenticated: pettyma

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



Master Services Agreement
for MPUA RSC.docx
Microsoft Word Document
46.6 KB



MPUA RSC Project Services
Agreement (Clean 6-22-
22).docx
Microsoft Word Document
40.9 KB



ElectricLineServicesBrochure_8
June2022_Email.pdf
Adobe Acrobat Document
322 KB

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:

Authenticated:

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



 File Attachment

 File Attachment

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

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:

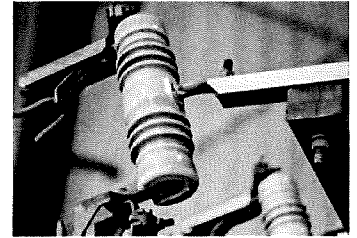
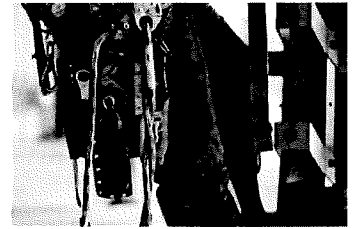
BY: 

Date:



Why work with us?

get exclusive benefits from your MPUA membership



SAVE MONEY

Supplement your crews with equipment and labor you might not have for specialty jobs. We'll work right alongside your city's line crews or do the whole job for you.

TRUSTED RESOURCE

- Non-profit organization means savings of at least 10%
- Buying services from your own organization means you can trust our crews to understand the nuances of municipal utility operations
- Training opportunities for specific line skills or with apprentices to help strengthen your hometown team's skills

TRAINING

OPPORTUNITIES

Services Offered

MPUA-RSC offers a customized approach to your electric distribution system's line service needs. We're happy to discuss your project needs and provide a cost estimate. Prevailing wage documentation can be provided upon request. The flexibility offered by the MPUA-RSC crew means you can spread the work over several years if that works better for your utility.

- Single-phase and three-phase pole changeout
- Single-phase and three-phase reconductoring
- Overhead and underground powerline construction and maintenance
- Overhead and underground fiber optic cable installation and makeready construction
- Overhead and underground secondary and service installation
- Overhead and underground transformer installation and changeouts
- Streetlighting construction and maintenance
- Energized and de-energized on the job training in power line construction
- Some substation and non-energized transmission work (34.5 & 69 kV)

Associated Services

The MPUA Electric Line Services program has access to additional resources so let us know if you need assistance with other aspects of an electric distribution system project. Our team can discuss this with you and provide a cost estimate.

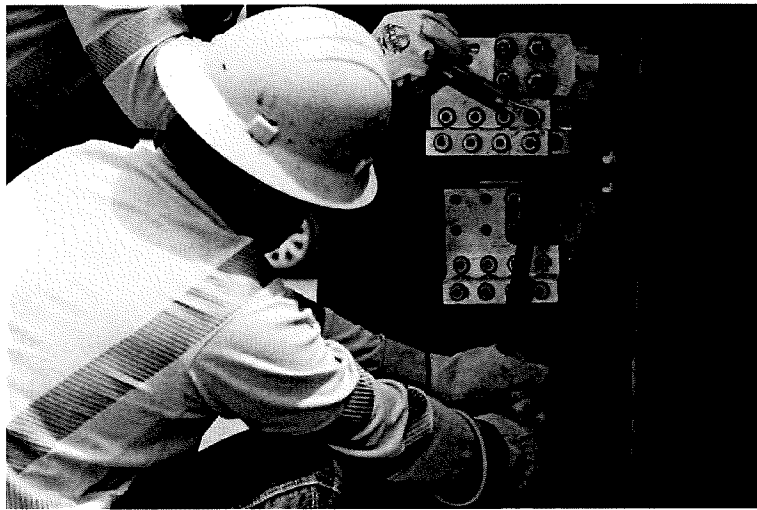
Mutual Aid

MPUA's Mutual Aid program is for emergencies. The costs are generally more expensive than regular crew work due to the amount of overtime work and the FEMA established emergency rates. But don't worry, the MPUA-RSC line crew will also be part of the MPUA Mutual Aid network. Once we get permission from the city where we're working, we'll head to your city to lend a hand.

Working with MPUA-RSC

Agreements Needed

The first step to using the MPUA-RSC services is to contact us so we can review your project and get you a project estimate. *You will be provided two documents that need to be signed before work can start on your city's electric distribution system.*



Master Services Agreement: this document covers basic work agreement parameters. **Signing the Master Services Agreement does not require that you use any of the MPUA-RSC services or prevent you from using any other contractors.** The document includes items like general conditions, prevailing wage, grievances, and insurance. This foundational agreement can be used for any MPUA-RSC services offered once it has been signed.

Project Services Agreement: this document provides project-specific items like the scope of work to be performed and the pricing.



Purchasing Process

As a non-profit it is our goal, through the economies of scale, to be able to offer services at the lowest prices. But each city government's purchasing policies can vary. Listed below are some of the ways we can work with you.

Model Ordinance allows a city utility to allow a special purchasing arrangement between a city and the MPUA-RSC. The ordinance would allow cities to purchase services directly from the MPUA-RSC because we are a membership-based organization that exists to work in the best interest of the member without the goal of making a profit. Additionally, the IRS 501(c)(3) non-profit status includes the provision that no one benefits financially from the MPUA-RSC's income.

Request for Proposals will be responded to by the MPUA-RSC. Please have your purchasing department add the MPUA-RSC to their outreach for responses to an RFP for electric line services.

Piggyback Contract is a term used to describe one city using another city's bidding process results. If your city allows for this type of purchasing arrangement, contact us and we'll put you in contact with a city where the MPUA-RSC responded to their Request for Proposal's bidding process.

The MPUA Resource Services Corporation (RSC) is a non-profit 501(c)(3) corporation. It was organized to provide a more efficient cost structure for member utility services across multiple utility sectors—electric, natural gas, water, wastewater, and broadband.



ElectricCrew@MPUA.org
573-445-3279
MPUA.org

2200 Maguire Boulevard
Columbia, MO 65201

improving local quality of life through hometown utilities

MASTER SERVICES AGREEMENT

BETWEEN

**MPIA
RESOURCE SERVICES CORPORATION
("MPIA RSC")**

AND

("CITY")

THIS MASTER SERVICES AGREEMENT is made as of this _____ day of _____, 20__ (“Effective Date”), by and between MPUA Resource Services Corporation (“MPUA RSC”), a 501(c)(6) entity, created and existing under the laws of the State of Missouri, and the City of _____ (“City”) a member of the Missouri Energy Commission (“MEC”).

1.0 PURPOSE AND CONSTRUCTION OF AGREEMENT

- 1.1 MPUA RSC and City (herein after the “Party” or “Parties”) intend to enter into one or more agreements whereby MPUA RSC provides services to City (each a “Project Services Agreement”), see Appendix A hereto. The Parties wish to establish the general terms and conditions that shall apply to all Project Services Agreements between MPUA RSC and City. As used herein, “Agreement” means and includes this Master Services Agreement and any subsequent Project Services Agreement(s), including all appendices, exhibits and attachments thereto. In consideration of the mutual covenants, promises, and consideration set forth in this Agreement and in any subsequent Project Services Agreement(s), the Parties hereto agree as follows.
- 1.2 After discussion, MPUA RSC and City have entered into this Agreement with the intent to provide City’s ratepayers the benefit and advantage of highly qualified services at fair and reasonable prices.
- 1.3 This agreement is not exclusive. MPUA RSC and City both have the right to enter into and contract with other parties for the provision of the same or similar services. It is expressly understood and agreed that nothing in this Agreement shall preclude MPUA RSC from contracting with other cities or towns to provide the same or similar services. It is also expressly understood and agreed that nothing in this Agreement requires City to use, request or acquire any service(s) from MPUA RSC.
- 1.4 This Agreement does not confer any other rights not described herein.
- 1.5 Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition on MPUA RSC or City with respect to any agreement or arrangement either Party has heretofore entered or may enter into in the future with respect to any services.
- 1.6 The words “shall” and “will” are always mandatory and not merely permissive.

2.0 TERM AND EFFECT OF AGREEMENT

- 2.1 This Agreement shall remain in effect until terminated or until superseded by a subsequent Master Services Agreement signed by both Parties.

- 2.2 This Agreement shall govern the contractual relationship between MPUA RSC and City whenever MPUA RSC provides services to City under a Project Services Agreement administered by the designated MPUA RSC manager.

3.0 PREVAILING WAGE

- 3.1 Prevailing Wage: If a Project Services Agreement includes work that requires payment of prevailing wage as set forth in §§ 290.210 to 290.340, RSMo., the State of Missouri Prevailing Wage Law (the “Law”), then MPUA RSC shall pay workers prevailing wage in accordance with this Section and the Law. City shall be responsible for notification to MPUA RSC of project(s) which will be subject to prevailing wage requirements. MPUA RSC will provide a prevailing wage affidavit to City for each project(s) designated by City as requiring prevailing wage.
- 3.1.1 MPUA RSC shall comply and require its subcontractors to comply with the Law, as well as 8 CSR 30-3.010 to 8 CSR 30-3.060, the Prevailing Wage Law Rules (the “Rules”); the Annual Wage Order (“Wage Order”) issued by the State of Missouri’s Department of Labor and Industrial Relations; and any applicable Annual Incremental Wage Increase (“Wage Increase”) to the Annual Wage Order. The Law, Rules, Wage Order and any Wage Increase are incorporated into and made part of this Agreement and shall be collectively referred to as the “Prevailing Wage Requirements.”
- 3.1.2 Under the Law, work that meets the definition of “construction” includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair.” 290.210(2), RSMo. “Maintenance work,” that is not subject to the Law, is defined as “the repair, but not the replacement, of existing facilities when the size, type or extent of the existing facilities is not thereby changed or increased.” 290.210(6), RSMo.
- 3.2 MPUA RSC shall pay and require its subcontractors to pay to all workers performing work under this Agreement not less than the prevailing hourly rate of wages for the class or type of work performed by the worker in accordance with the Law, Rules, Wage Order, and any applicable Wage Increase. MPUA RSC shall take whatever steps are necessary to ensure that the prevailing hourly wage rates are paid and that all workers for MPUA RSC and each of its subcontractors are paid for the class or type of work performed by the worker in accordance with the Prevailing Wage Requirements.
- 3.2.1 MPUA RSC shall maintain and require each of its subcontractors engaged in the construction of public works in performance of this Agreement to submit in a format prescribed by MPUA RSC, payroll report information indicating the worker’s name, address, social security

number, occupation(s), craft(s) of every worker employed in connection with the public work together with the number of hours worked by each worker and the actual wages paid in connection with the Project Services Agreement.

- 3.3 MPUA RSC will make all of its records, pertinent to this Agreement and/or any Project Services Agreement with City, open for inspection by any authorized representative of City and the Missouri Department of Labor and Industrial Relations at any reasonable time and as often as they may be necessary and such records will not be destroyed or removed from the State of Missouri for a period of one (1) year following the completion of the public work in connection with which the records are made.

4.0 E-VERIFY

- 4.1 Pursuant to §285.530, RSMo., both MPUA RSC and City will comply with all state and federal laws in verifying the work eligibility status of all newly hired employees through E-Verify or any subsequent replacement program.
- 4.2 MPUA RSC and City hereby affirm that they do not knowingly employ any unauthorized alien, as that term is used in §285.530, RSMo.

5.0 SERVICES RENDERED

- 5.1 Services. MPUA RSC will perform services for City as specifically described in a Project Services Agreement, including all appendices, exhibits, and attachments thereto.
- 5.2 Conflicts. In the event a Project Services Agreement conflicts with the terms of this Agreement, this Master Services Agreement shall control and supersede any conflicting provisions of a Project Services Agreement.

6.0 PAYMENT, RECORDS, AND AUDIT

- 6.1 Payment. All payments to MPUA RSC for services satisfactorily performed pursuant to a Project Services Agreement will be made directly to MPUA RSC and directed to the attention of the individual or organization specified in the Project Services Agreement, unless MPUA RSC requests otherwise.
- 6.1.1 Compensation. In consideration for MPUA RSC's performance of the services specified pursuant to a Project Services Agreement, City shall pay MPUA RSC an amount equal to the sum of the following amounts in connection with the performance of services:
- (a) the actual amount incurred by MPUA RSC for direct labor costs (See Exhibit 1 to the Project Services Agreement); plus

- (b) a reasonable usage fee for the use of any equipment provided by MPUA RSC (See Exhibit 1 to the Project Services Agreement); plus
- (c) the actual amount incurred by MPUA RSC for any verifiable incidental materials provided by MPUA RSC, or other direct costs applicable to the services rendered; plus
- (d) all indirect expenses of MPUA RSC allocatable to the services rendered; plus
- (e) the actual amount paid to any Approved Subcontractor for services performed (without duplication of amounts paid under any of clauses (a), (b), (c) (d) or (e)); (collectively, the “Compensation”).

Any cost of MPUA RSC, or of any approved subcontractor must be reasonable, supported by proper documentation and in accordance with Good Utility Practice. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that any consideration for the services must be just and reasonable.

- 6.2 Method of Payment. As a condition to payment for services performed under a Project Services Agreement, MPUA RSC shall submit to City properly executed invoices and any additional reports or documents required by the Project Services Agreement. All invoices, performance reports and work statements shall state MPUA RSC’s name and address and the Project Services Agreement contract number. Invoices must be signed by the designated MPUA RSC manager, who shall verify that the invoiced services have been performed.
- 6.3 Documentation of Costs. MPUA RSC will document all actual costs in connection with the services provided under any Project Services Agreement with properly executed payrolls, time records, invoices, records of service delivery, or any other official documentation evidencing in proper detail the nature and reasonableness of such costs. Such records and documents shall be retained for a period of five (5) years after receipt of final payment under the Project Services Agreement; provided, that for any records and documents that are the subject of audit findings, those records shall be maintained for either ten (10) years following final payment or until the audit findings are resolved, whichever is longer.
- 6.4 Notice Affecting Performance. Each Party shall notify the other of any matters that could adversely affect MPUA RSC’s ability or eligibility to continue to perform services under the Project Services Agreement, or City’s ability to pay for services under the Project Services Agreement and shall do so immediately after discovery of such matter(s).

7.0 MANNER OF PERFORMANCE

- 7.1 Good Utility Practice. MPUA RSC shall provide all services according to “Good Utility Practice,” which means at a particular time, any of the practices, methods, standards and acts which, in the objective exercise of reasonable judgment in light of the facts and circumstances (including, but not limited to, the practices, methods and acts engaged in or approved by a significant portion of the municipal utility industry prior thereto) known at the time the decision was made, would have been expected to accomplish the desired result at a reasonable cost consistent with reliability and safety. Good Utility Practice shall, at a minimum, comply with applicable national safety codes and standards. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be a number of possible practices, methods, or acts. In evaluating whether any matter conforms to Good Utility Practice as used in this Agreement, the parties hereto shall take into account, among other facts, (A) the fact that MPUA RSC and City are public bodies organized under the laws of the State of Missouri, with the statutory duties and responsibilities thereof, and (B) the intended purposes and obligations of MPUA RSC and City under this Agreement.
- 7.2 Quality of Performance. Notwithstanding the foregoing Section 6.1, MPUA RSC shall be solely responsible for the quality and suitability of services provided under the Project Services Agreement. If during the course of the Project Services Agreement, City determines services being provided by MPUA RSC are not satisfactory, MPUA RSC and City, working together, will determine a corrective course of action and time period in which such action is to be taken.

8.0 CONTRACTUAL RELATIONSHIP

- 8.1 The relationship of MPUA RSC to City by reason of this Agreement shall be that of an independent contractor, and the Parties agree that no employee of either Party shall be deemed or claimed to be an employee of the other Party for any purpose.
- 8.2 This Agreement does not authorize either Party to act as the agent or legal representative of the other Party for any purpose whatsoever. Neither Party is granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the other Party or to bind the other Party in any manner or thing whatsoever.

9.0 GRIEVANCES BY CITY

- 9.1 MPUA RSC will establish a system through which City under the Project Services Agreement may present grievances about the activities of MPUA RSC or any of MPUA RSC’s employees. The system shall provide City with an informal

hearing before representatives of MPUA RSC. If the informal hearing does not produce a mutual agreement, a meeting between the City Manager, or designee, and the MPUA RSC CEO shall be held within 30 days of the request of the City Manager.

10.0 INDEMNIFICATION AND INSURANCE

10.1 Indemnification. To the fullest extent permitted by applicable law, each Party agrees to indemnify and hold the other Party harmless from all losses, liabilities, claims (including claims arising under federal, state or local environmental laws), costs (including reasonable legal and other fees, expenses and reasonable attorneys' fees), actions or damages of any sort whatsoever arising out of any actual or alleged property damage, bodily injury or monetary penalty resulting from negligent acts or willful misconduct, errors or omissions of that respective Party in performing its obligations under this Agreement or any Project Services Agreement; provided, however, that neither Party will be required to indemnify the other Party in the event that any such loss, damage, expense, liability or claim is the direct result of the other Party or its officers, commissioners, council members, directors, members, employees, contractors, subcontractors, agents, or attorneys. Such defense by either Party extends, without limitation, to any and all expenses whatsoever, reasonably incurred by any Indemnified Party in connection with investigating, preparing for or defending against, or providing evidence, producing documents, or taking any other reasonable action in respect of any loss, damage, expense, liability, or claim referred to in this paragraph (or action in respect thereof), whether or not resulting in any liability. The indemnity will include the aggregate amount paid in settlement of any litigation, commenced or threatened, or of any claim whatsoever as set forth herein, if such settlement is effected with the written consent of the other Party. In addition, none of the officers, commissioners, council members, Mayor, directors, members, employees, contractors, subcontractors, agents, or attorneys of either Party shall be personally liable for the performance of that respective Party's obligations under this Agreement or any Project Services Agreement.

10.2 The Parties further agree that the Parties shall not be liable to each other for any indirect, incidental, consequential, punitive, multiple, exemplary damages or lost profits arising out of, due to, or in connection with the Parties' performance or nonperformance under this Agreement or any Project Services Agreement, or any of its obligations herein, whether based on contract, tort, strict liability, warranty or otherwise.

10.3 Insurance.

10.3.1 MPUA RSC will obtain and maintain at all times during the term of any Project Services Agreement the minimum insurance coverage set forth in each specific Project Services Agreement.

- 10.3.2 All insurance policies will be written by a fully qualified insurance company licensed to provide insurance in the State of Missouri with an A.M. Best rating of at least A-VI.
- 10.3.3 Prior to commencing any services hereunder, and at all times during the term of the Project Services Agreement, at the request of City, MPUA RSC will submit satisfactory evidence to City that such insurance is in effect and shall not be cancelled or materially altered until at least thirty (30) days prior written notice has been given to City.
- 10.3.4 MPUA RSC and City will require that all subcontractors employed by them in the performance of this Agreement will maintain Workers' Compensation and all Liability coverage as required in the Project Services Agreement.
- 10.3.5 MPUA RSC and City hereby waive their respective rights of recovery and release each other from any claim for damages caused to any of their property (including buildings, personal property, vehicles, and equipment) and shall each have any insurance policies covering such properties endorsed to include waiver of subrogation.
- 10.3.6 MPUA RSC and City both waive their respective rights of subrogation and the rights of subrogation of their insurers against each other as respects all Workers' Compensation claims and each shall have their policies include a provision memorializing this waiver.

11 GENERAL CONDITIONS

- 11.1 Compliance with Laws: MPUA RSC and City will comply with all applicable laws of the United States, the State of Missouri and City; and the rules, regulations, orders, and directives of their administrative agencies and the officers thereof. Without limiting the generality of this paragraph, MPUA RSC will specifically comply with the following requirements of this Section.
- 11.2 Licenses and Accreditation Standards: MPUA RSC will secure and maintain in full force and effect all required licenses, including all City licenses, permits, accreditation standards and similar legal authorizations and will comply with all requirements thereof.

12 ASSIGNMENT AND SUBCONTRACTING

- 12.1 MPUA RSC will not assign or subcontract any of its obligations under this Agreement or a Project Services Agreement(s) without City's written consent, which will not unreasonably be withheld. Any subcontract made by MPUA RSC

will incorporate by reference all the terms of this Agreement and the Project Services Agreement. MPUA RSC will ensure that all subcontractors comply with the obligations and requirements of the subcontract.

13 TERMINATION AND SUSPENSION

- 13.1 For Convenience: Either Party may suspend or terminate this Master Services Agreement for any reason. However, City would remain obligated to pay MPUA RSC for all services rendered and funds expended by MPUA RSC as of the effective date of such suspension or termination.
- 13.2 If City sells or otherwise disposes of its utility system (by lease, merger, consolidation or otherwise) prior to the termination of this Agreement or a Project Services Agreement; MPUA RSC may terminate this Agreement along with any active Project Services Agreement(s) by serving written notice thereof upon City, and such termination shall become effective as of the effective date of the sale or other disposition of the utility system.
- 13.3 Force Majeure: Neither MPUA RSC or City will be deemed in default nor be liable for damages arising from its failure to perform its obligations under this Agreement or any Project Services Agreement, if performance is rendered impossible or impracticable for reasons beyond such Party's reasonable control, such as, but not limited to, an act of nature; an epidemic or pandemic; war or warlike operation; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control. If either Party is rendered wholly or partly unable to perform its material obligations under this Agreement or any Project Services Agreement for reasons described under this subsection for a period of time exceeding thirty (30) days, then either Party may terminate this Agreement upon written notice to the other.
- 13.4 Loss of Funds: In the event that for any reason funds allocated to or by City for services contracted under a Project Services Agreement are or become no longer available to City for the purpose of compensating MPUA RSC, MPUA RSC may suspend or terminate, without recourse, MPUA RSC's obligation to render services to City. City would remain obligated to pay MPUA RSC for all services rendered and funds expended by MPUA RSC as of the effective date of such suspension or termination.
- 13.5 Notice of Suspension or Termination of this Master Services Agreement: Notice of suspension or termination of this Master Services Agreement shall be given by the Party suspending or terminating this Agreement to the other not less than thirty (30) days prior to the effective date of suspension or termination.
 - 13.5.1 Notice of suspension or termination of a Project Services Agreement. Notice of suspension or termination of a Project Services Agreement shall be given by City to MPUA RSC not less than sixty (60) days prior to

the effective date of suspension or termination and notice of suspension or termination of a Project Services Agreement shall be given by MPUA RSC to City not less than one hundred twenty (120) days prior to the effective dates of suspension or termination.

- 13.6 Actions upon Suspension or Termination: In the event of suspension or termination not the fault of MPUA RSC, MPUA RSC shall be paid for all services properly performed and all funds expended prior to termination, together with any reimbursable expenses then due.
- 13.7 Survival: Where any covenants, obligations, indemnities, or other provisions contained in this Agreement, or in any other instrument executed in connection with this Agreement, by its context or otherwise, evidences the intent of the Parties that such provision should survive the termination of this Agreement or the associated instrument, the provision shall survive the termination. Without limiting the generality of the foregoing, the Parties specifically acknowledge and agree that all covenants, obligations, and indemnities made in Sections 6.0, 10.1, 10.2, 10.3.5 and 10.3.6 shall survive this Agreement or any Project Services Agreement.

14 MISCELLANEOUS PROVISIONS

- 14.1 Amendments: Any changes, alterations, or variations to the terms of this Agreement or any Project Services Agreement(s) will not be valid unless made by formal written amendment and signed by authorized representatives of both Parties.
- 14.2 Notices: All notices to be given hereunder shall be in writing and may be given, served, or made by electronic mail, by depositing in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering in person to such person. All notices shall be sent to the following addresses:

If to MPUA RSC: MPUA Resource Services Corporation, Inc.
Attn: Kevin Thornton, MPUA RSC Line Crew Leader
2200 Maguire Blvd.
Columbia, MO 65201
Email address: kthornton@mpua.org and
contractnotices@mpua.org

Telephone: (573) 445-3279

If to City:

Attn:
Email address:
Telephone:

- 14.3 Applicable Law/Venue: This Agreement shall be construed and interpreted in accordance with the law of the State of Missouri. The venue of any action brought hereunder shall be in Boone County, Missouri.
- 14.4 Guaranteed Best Pricing: MPUA RSC represents that the Project Services Agreement will contain MPUA RSC's best pricing for all services supplied by MPUA RSC to City as of the date of the Project Services Agreement. MPUA RSC represents that the prices provided will not be less favorable than those currently extended to any other similarly situated City for the same goods or services, in equal quantities, as part of a similar market and under similar terms, but it is understood and agreed that the prevailing wage levels will impact the ultimate prices.
- 14.5 No Implied Waiver: Either Party may, at any time, waive, solely for that Party, compliance by the other Party with any obligation, covenant or condition contained in this Agreement or any Project Services Agreement(s). No such waiver, however, shall be deemed to constitute the waiver of such obligation, covenant, or condition in any other circumstance or the waiver of any other obligation, covenant, or condition. The failure by any Party hereto from time to time to exercise such right or power provided herein shall not be construed as a waiver by such Party to exercise such right or power at any subsequent time or against any other Party.
- 14.6 Severability: If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 14.7 Entire Agreement: This Agreement including all appendices, exhibits and Project Services Agreement(s) executed in connection with this Agreement constitute the entire Master Services Agreement between the Parties. No verbal agreement or conversation between any officer, agent, associate, or employee of either City or of MPUA RSC shall affect or modify any of the terms or obligations contained in this Agreement. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties relating to the subject matter hereof. Further, in the event of conflict between this Agreement and any appendices, exhibits or Project Services Agreement(s); this Agreement shall control.

- 14.8 Mutual Agreement: The Parties acknowledge that this Agreement is entered into by mutual agreement of the Parties, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any Party on the basis of such Party's draftsmanship thereof.
- 14.9 Contract Execution: This Agreement may be executed in one or more counterparts, each of which will be deemed an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement. This Agreement shall be effective upon the execution of counterparts by both Parties, notwithstanding that both Parties may not sign the same counterpart. The Parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Agreement and shall be acceptable in a court of law.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Agreement by having their representatives affix their signatures below.

MPUA Resource Services Corporation,

City

Name (Typed or Printed)

Name (Typed or Printed)

Title

Title

Date

Date

June 28th, 2022

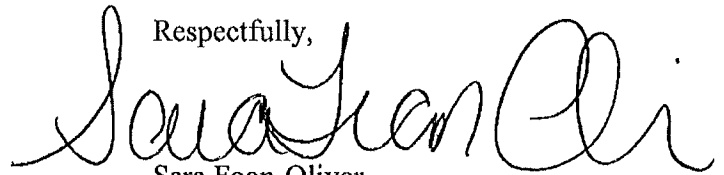
To: Russell B. Hawes, Chief Administrative Officer

For Your Consideration: Missouri Public Utility Alliance - #500581

The City of Kirkwood is a member of the Missouri Public Utility Alliance. MPUA has started a Line Worker Services program that provides line workers to local member utilities for construction and maintenance work. The rates associated with the services are prevailing wage rates. An agreement is required to establish a contractual relationship with MPUA prior to procuring these services.

Attached is a request from Mary Petty, Electric Director, authorizing an agreement be entered with MPUA for Line Worker Services in the event Kirkwood is interested in construction and maintenance resource assistance in the future. In the event Kirkwood wishes to employ resources under this agreement, the department will seek council approval prior to any commencement of work.

Respectfully,

A handwritten signature in black ink, appearing to read "Sara Foan-Oliver". The signature is fluid and cursive, with a large initial "S" and "O".

Sara Foan-Oliver
Procurement Director