

SPECIAL ANNOUNCEMENT REGARDING THE CITY COUNCIL MEETING

The City Council Meeting will take place in the Council Chambers. However, the Council Chambers will be closed to the public. The City Council Meeting will be live streamed from the City Council Chambers to the following:

<https://www.kirkwoodmo.org/government/city-council/livestream>

www.Facebook.com/cityofkirkwoodmo

www.YouTube.com/kirkwoodcitymo

www.twitter.com/kirkwoodcity

PUBLIC COMMENTS

If you wish to make a public comment, please submit your comment(s) to City Clerk Laurie Asche in writing, by either e-mailing the comment(s) to aschelb@kirkwoodmo.org, or mailing them to 139 S. Kirkwood Road, Kirkwood, MO 63122, by no later than 5 p.m. on June 18th. The City Clerk will then read your comment(s) into the record.

*****SEE THE FOLLOWING PAGES FOR THE AGENDA***



**Kirkwood City Council
Agenda
Thursday, June 18, 2020, 7:00 p.m.
Kirkwood City Hall
Council Chambers
139 S. Kirkwood Road
Kirkwood, MO 63122
*Posted on June 12, 2020***

- I. PLEDGE OF ALLEGIANCE**
- II. ROLL CALL**
- III. INTRODUCTIONS AND RECOGNITIONS - NONE**
- IV. PRESENTATIONS - NONE**
- V. PUBLIC HEARINGS - NONE**
- VI. PUBLIC COMMENTS – 3 MINUTE LIMIT PER PERSON**

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

VII. CONSENT AGENDA

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

- a) Approval of the June 4, 2020 Council Meeting Minutes

VIII. UNFINISHED BUSINESS - NONE

IX. NEW BUSINESS

- 1. Resolution 68-2020, transferring funds from various Police and Fire Department accounts to various Police and Fire Department accounts for Fiscal Year 2019/2020 (\$85,695)
- 2. Resolution 69-2020, transferring funds from the Electric Purchase Power Account to multiple Electric Department accounts for Fiscal Year 2019/2020 (\$159,088)
- 3. Resolution 70-2020, adopting an Amended City of Kirkwood Flexible Spending Accounts Plan, effective June 19, 2020



4. Resolution 71-2020, authorizing and directing the Mayor to enter into a contract with Personal Assistance Services for Employee Assistance Services effective through March 31, 2021 (a copy of which is attached hereto and incorporated by reference herein)
5. Resolution 72-2020, updating information provided by the City of Kirkwood to UMB Bank regarding banking services as indicated in the Organization Resolution and Agreement (a copy of which is attached hereto and incorporated by reference herein)
6. Resolution 73-2020, accepting the proposal of Tech Electronics Inc. for Phone System Maintenance and Support Services for the MIS Department for a term of five years and authorizing and directing the Mayor to enter into a contract (annual rate of \$13,476 with a \$138.00 hourly rate for additional support services)
7. Resolution 74-2020, accepting the bid of E. Meier Contracting for the STP 5502(608) Geyer Road Resurfacing– Phase I Project and authorizing and directing the Mayor to enter into a contract (amount not to exceed of \$1,142,426.94)

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

XV. MEETING ADJOURNMENT

PLEASE NOTE: The next regular meeting of the Kirkwood City Council will take place at 7:00 p.m. on July 2, 2020.

UPCOMING PUBLIC HEARINGS

NONE

CONTINUED ITEMS

NONE

TABLED ITEMS

NONE



Kirkwood City Council: Mayor Tim Griffin; Council Members Nancy Luetzow, Maggie Duwe, Ellen Edman, Mark Zimmer, Wallace Ward, and Kara Wurtz

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.

THE CONSENT AGENDA IS ATTACHED

a) Approval of the June 4, 2020 Council Meeting Minutes



WHERE COMMUNITY AND SPIRIT MEET

DRAFT

Kirkwood City Council via Zoom Virtual Meeting Thursday, June 4, 2020, 7:00 p.m.

Pursuant to notice of meeting duly given by the Mayor, the City Council convened on Thursday, June 4, 2020, at 7:00 p.m. via Zoom Virtual Meeting. Present were Mayor Griffin, Council Members Duwe, Edman, Luetzow, Ward, Wurtz, and Zimmer. Also in attendance were Chief Administrative Officer Russell Hawes, Assistant Chief Administrative Officer Georgia Ragland, City Clerk Laurie Asche, Public Information Officer Freddy Doss, City Planner Jonathan Raiche, City Engineer Chris Krueger, Director of Public Services Bill Bensing, and City Attorney John Hessel.

ANNOUNCEMENTS FROM CITY ATTORNEY

City Attorney John Hessel stated for the record that under Section 610.015 of the Mo. Sunshine Law provides that members of the City Council who are not physically in the Council Chambers can participate and vote on all matters when an emergency exists and the nature of the emergency is stated in the minutes.

So, let the minutes reflect that the U.S., and the world, is in a state of emergency due to the Coronavirus—Covid 19--. The Missouri Governor and the County Executive directed all citizens to limit meetings and gatherings to a few people to avoid the spread of the Coronavirus. Therefore, members of the City Council have elected to participate in this meeting electronically so that we are compliance with such Orders and for the public health and safety of each other and the general public.

INTRODUCTIONS AND RECOGNITIONS

NONE

PRESENTATIONS

NONE

PUBLIC HEARINGS

NONE

PUBLIC COMMENTS

NONE

CONSENT AGENDA

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

- a) Approval of the May 21, 2020 Council Meeting Minutes



WHERE COMMUNITY AND SPIRIT MEET

DRAFT

UNFINISHED BUSINESS

Bill 10831, appropriating \$7,270.57 from the Equitable Sharing Fund Balance to the Machinery and Equipment Account for the purchase and installation of a Motorola SLR8000 backup transmitter from Wireless USA for the Police Department, was brought before the council.

Roll Call:

Mayor Griffin	"Yes"
Council Member Zimmer	"Yes"
Council Member Ward	"Yes"
Council Member Wurtz	"Yes"
Council Member Luetzow	"Yes"
Council Member Duwe	"Yes"
Council Member Edman	"Yes"

The bill, having received majority approval of the council, was adopted and became Ordinance 10669.

Bill 10832, appropriating \$15,000 from the Equitable Sharing Fund Balance to the Other Professional Services Account for the partial payment of body worn cameras for the Police Department, was brought before the council.

Roll Call:

Mayor Griffin	"Yes"
Council Member Zimmer	"Yes"
Council Member Ward	"Yes"
Council Member Wurtz	"Yes"
Council Member Luetzow	"Yes"
Council Member Duwe	"Yes"
Council Member Edman	"Yes"

The bill, having received majority approval of the council, was adopted and became Ordinance 10670.

NEW BUSINESS

Resolution 63-2020, accepting the proposal of Sentinel Emergency Solutions in the amount of \$298,764.83 for the purchase of SCBA Fire Equipment for the Fire 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 Duwe and seconded by Council Member Ward to accept the Resolution as read.



WHERE COMMUNITY AND SPIRIT MEET

DRAFT

Roll Call:

Mayor Griffin	"Yes"
Council Member Zimmer	"Yes"
Council Member Ward	"Yes"
Council Member Wurtz	"Yes"
Council Member Luetzow	"Yes"
Council Member Duwe	"Yes"
Council Member Edman	"Yes"

Resolution 64-2020, amending Resolution 18-2020 with Schaeffer Electric by increasing the contingency in the amount of \$2,240 for a total contingency amount of \$5,040 for additional work for the installation of Fire House #1 replacement generator, was brought before the council. Motion was made by Council Member Zimmer and seconded by Council Member Duwe to accept the Resolution as read.

Roll Call:

Mayor Griffin	"Yes"
Council Member Zimmer	"Yes"
Council Member Ward	"Yes"
Council Member Wurtz	"Yes"
Council Member Luetzow	"Yes"
Council Member Duwe	"Yes"
Council Member Edman	"Yes"

Resolution 65-2020, transferring funds in the amount of \$185,946 from multiple Fire Department Accounts to the Fire Department Overtime Account for fiscal year 2020, was brought before the council. Motion was made by Council Member Luetzow and seconded by Council Member Duwe to accept the Resolution as read. A discussion took place.

Roll Call:

Mayor Griffin	"Yes"
Council Member Zimmer	"Yes"
Council Member Ward	"Yes"
Council Member Wurtz	"Yes"
Council Member Luetzow	"Yes"
Council Member Duwe	"Yes"
Council Member Edman	"Yes"



WHERE COMMUNITY AND SPIRIT MEET

DRAFT

Resolution 66-2020, transferring funds in the amount of \$34,575 from the Police Department Communications – Salary Full Time Account to the Police Department Field Operations – Salary Full Time Account for fiscal year 2020, was brought before the council. Motion was made by Council Member Duwe and seconded by Council Member Zimmer to accept the Resolution as read. A discussion took place.

Roll Call:

Mayor Griffin	"Yes"
Council Member Zimmer	"Yes"
Council Member Ward	"Yes"
Council Member Wurtz	"Yes"
Council Member Luetzow	"Yes"
Council Member Duwe	"Yes"
Council Member Edman	"Yes"

Resolution 67-2020, transferring funds in the amount of \$28,404 from the Police Department Communications – Salary Full Time Account to the Police Department Field Operations – Health Insurance Account for fiscal year 2020, was brought before the council. Motion was made by Council Member Edman and seconded by Council Member Ward to accept the Resolution as read.

Roll Call:

Mayor Griffin	"Yes"
Council Member Zimmer	"Yes"
Council Member Ward	"Yes"
Council Member Wurtz	"Yes"
Council Member Luetzow	"Yes"
Council Member Duwe	"Yes"
Council Member Edman	"Yes"

CONSENT AGENDA ITEMS FOR DISCUSSION

NONE

CITY COUNCIL REPORTS

Council Member Zimmer congratulated Council Member Duwe on being re-elected to the City Council, and Bob Sears and Liz Gibbons for being elected as Council Member. Council Member Zimmer stated that he will not be in attendance for the June 18th council meeting, which will be Council Members Edman and Luetzow's last council meeting and stated that it has been a pleasure to work with the both of them.



WHERE COMMUNITY AND SPIRIT MEET[®]

DRAFT

CHIEF ADMINISTRATIVE OFFICER REPORT

Mr. Hawes reported that he received word from the Chief of Police that the National Guard will have two trucks stationed outside of the Kirkwood Police Department. This is not due to a foreseen issue, but because the National Guard mobilized throughout the entire St. Louis region and will be stationing in multiple areas, choosing Kirkwood as one of the areas to station.

CITY ATTORNEY REPORT

Mr. Hessel had nothing to report

CITY CLERK REPORT

Ms. Asche had nothing to report.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:19 p.m. The next regular council meeting is scheduled for June 18, 2020 at 7:00 p.m.

Laurie Asche, CMC/MRCC
City Clerk

Approved:

RESOLUTION 68-2020

A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF \$85,695 FROM VARIOUS POLICE AND FIRE DEPARTMENT ACCOUNTS TO VARIOUS POLICE AND FIRE DEPARTMENT ACCOUNTS FOR FISCAL YEAR 2019/2020.

WHEREAS, the Police Department and Fire Department Property Tax Pension Fund has ended fiscal year 2019/2020 with five of the general ledger accounts with a budgetary appropriation shortfall, and

WHEREAS, funds in the amount of \$85,695 need to be transferred as follows:

<u>From Account #</u>	<u>Amount</u>
204-1202-421.23.01 (PD Detective Pension)	\$ 14,108
204-1203-421.23.01 (PD Field Operation Pension)	\$ 46,391
204-1301-422.23.01 (FD Admin. Pension)	\$ 25,196

<u>To Account #</u>	<u>Amount</u>
204-1204-421.23.01 (PD Communication Pension)	\$ 6,133
204-1206-421.22.02 (PD Traffic Medicare)	\$ 3,614
204-1206-421.23.01 (PD Traffic Pension)	\$ 46,494
204-1302-422.22.02 (FD Emergency Medicare)	\$ 4,036
204-1302-422.23.02 (FD Emergency Pension)	\$ 25,418

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

SECTION 1. Funds in the amount of \$85,695 are hereby transferred as follows for Fiscal Year 2019/2020:

<u>From Account #</u>	<u>Amount</u>
204-1202-421.23.01 (PD Detective Pension)	\$ 14,108
204-1203-421.23.01 (PD Field Operation Pension)	\$ 46,391
204-1301-422.23.01 (FD Admin. Pension)	\$ 25,196

<u>To Account #</u>	<u>Amount</u>
204-1204-421.23.01 (PD Communication Pension)	\$ 6,133
204-1206-421.22.02 (PD Traffic Medicare)	\$ 3,614
204-1206-421.23.01 (PD Traffic Pension)	\$ 46,494
204-1302-422.22.02 (FD Emergency Medicare)	\$ 4,036
204-1302-422.23.02 (FD Emergency Pension)	\$ 25,418

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

PASSED AND APPROVED THIS 18TH DAY OF JUNE 2020.

Mayor, City of Kirkwood

ATTEST:

City Clerk

Legislation Request

Resolution

Place On The Agenda Of: 6/18/2020

Step #1:

Strategic Plan NO Goal # & Title

Background To Issue:

The Police and Fire Property Tax Pension Fund has ended FY2020 with five (5) of the general ledger accounts with a budgetary appropriation shortage. The budgetary appropriation shortages can be corrected by transferring excess budget appropriations from 204-1202-421-23-01, PD Detective Pension \$14,108; 204-1203-421-23-01, PD Field Operation Pension \$46,391; and 204-1301-422-23-01, FD Admin Pension to accounts 204-1204-421-23-01, PD Communications Pension \$6,133, 204-1206-421-22-02, PD Traffic Medicare \$3,614; 204-1206-421-23-01, PD Traffic Pension \$46,494; 204-1302-422-22-02, FD Emergency Services Medicare \$4,036; and 204-1302-422-23-02, FD Emergency Services Pension \$25,418.

Recommendations and Action Requested:

I recommend council approve the requested transfer as stated above.

Alternatives Available:

Does this project have a public information component? Yes No

Cost: \$85,695.00 Account #: Various Project #: Budgeted: YES

If YES, Budgeted Amount: \$85,695.00 If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

See attached memo

BY: Sandra Stephens

Date: 5/29/2020

Authenticated: stephesf

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



FY2020 Fund 204 Transfer
2020-05-29.docx
Microsoft Word Document
19.4 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).**

Transfer of Funds

From Account # or Fund Name: Various Accounts-See attached memo

To Account # or Fund Name: Various Accounts-See attached memo

Finance Director's Comments:

FY2020 budgetary appropriations are sufficient and available to approve the above requests. Please see attached memo for detail account information.

BY: Sandra Stephens

Date: 5/29/2020

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: 6-11-20

Finance Department Memorandum

TO: Russ Hawes, CAO

FROM: Sandy Stephens, Finance Director

DATE: May 29, 2020

RE: Police and Fire Pension Fund Budget Transfer Accounts

The Police and Fire Property Tax Pension Fund has ended FY2020 with five (5) of the general ledger accounts with a budgetary appropriation shortage. The shortage related to the Police Department accounts is largely attributed to transferring staff from one department or cost center to another after the budget was adopted. (PD accounts: 204-1204-421-23-01, 204-1206-421-22-02, and 204-1206-421-23-01.) The shortage related to the Fire Department accounts is largely related to the abnormally high overtime. (FD accounts: 204-1302-422-22-02 and 204-1302-422-23-02.)

Transfer from

General Ledger Account	General Ledger Description	Amount
204-1202-421-23-01	PD Detective Pension	\$14,108
204-1203-421-23-01	PD Field Operation Pension	46,391
204-1301-422-23-01	FD Admin Pension	25,196
Total		\$85,695

Transfer to

General Ledger Account	General Ledger Description	Amount
204-1204-421-23-01	PD Communication Pension	\$ 6,133
204-1206-421-22-02	PD Traffic Medicare	3,614
204-1206-421-23-01	PD Traffic Pension	46,494
204-1302-422-22-02	FD Emergency Medicare	4,036
204-1302-422-23-02	FD Emergency Pension	25,418
Total		\$85,695

RESOLUTION 69-2020

A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF \$159,088 FROM THE ELECTRIC PURCHASE POWER ACCOUNT TO MULTIPLE ELECTRIC DEPARTMENT ACCOUNTS FOR FISCAL YEAR 2019/2020.

WHEREAS, transfers from accounts with a surplus are required to supply funding to accounts with a shortfall in order to properly reflect the true financial picture of the department, and

WHEREAS, the Electric Department requests transfers of funds in order to balance the Electric Department's budget for fiscal year 2019/2020, and

WHEREAS, funds in the amount of \$159,088 need to be transferred from Account #501-2111-480.62.01 (Electric Purchase Power) as follows:

<u>To Account #</u>	<u>Amount</u>
501-2110-480.69.99 (Inventory Adjustment)	\$ 39,604
501-2111-480.11.05 (Salary & Wages Overtime)	\$119,484

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

SECTION 1: Funds in the amount of \$159,088 are hereby transferred from Account #501-2111-480.62.01 (Electric Purchase Power) as follows for Fiscal Year 2019/2020:

<u>To Account #</u>	<u>Amount</u>
501-2110-480.69.99 (Inventory Adjustment)	\$ 39,604
501-2111-480.11.05 (Salary & Wages Overtime)	\$119,484

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

PASSED AND APPROVED THIS 18TH DAY OF JUNE 2020.

Mayor, City of Kirkwood

ATTEST:

City Clerk

Legislation Request

Resolution

Place On The Agenda Of: 6/18/2020

Step #1:

Strategic Plan YES

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

Background To Issue:

The Electric Department has a balanced budget for fiscal year 2020. As is typical of every year, transfers from accounts with a surplus are required to supply funding to accounts with a shortfall in order to properly reflect the true financial picture of the department.

Recommendations and Action Requested:

The Electric Department recommends approval of a resolution to transfer funds from the Electric Purchase Power Account (501-2111-480-6201 - \$159,088) to the Inventory Adjustment Account (501-2110-480-6999 - 39,604) and the Salary and Wages Overtime Account (501-2111-480-1105 - \$119,484) to clear up the Electric budget for the year end.

Alternatives Available:

Kirkwood Electric is required to have a balanced budget for the fiscal year.

Does this project have a public information component? Yes No

Cost: \$159,088.00 Account #: 50121114806201 Project #: Budgeted: NO

If YES, Budgeted Amount: \$3,887,202.00 If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

The Electric Department will end fiscal 2020 with a positive margin. Significant savings (\$3.8M) were realized in the purchase power account during the year due to low market prices. The department is utilizing these savings to fund material requisitions used for distribution system upgrades in the inventory account and standby outage map and located coverage in the distribution salary/overtime account. The department recommends approval of the resolution.

BY: Mark Petty

Date: 6/1/2020

Authenticated: pettyma

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:

[Empty text box for 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**).

Transfer of Funds

From Account # or Fund Name: Electric Purchase Power Account (501-21...

To Account # or Fund Name: Inventory Adjustment Account (501-2110-480-...

Finance Director's Comments:

Budgetary appropriations is available and sufficient to transfer from 501-2111-480-62-01, Purchased Power \$159,088 to accounts 501-2111-480-11-05, Distribution Overtime \$119,484 and 501-2110-480-69-99, Inventory Adjustments \$39,604 as requested above.

BY: Sandra Stephens

Date: 6/1/2020

Authenticated: stephesf

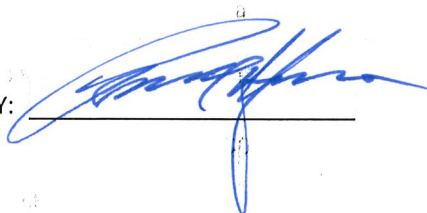
Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.

Approve Disapprove

Chief Administrative Officer's Comments:

[Empty text box for Chief Administrative Officer's Comments]

BY:



Date:

6-11-20

RESOLUTION 70-2020

A RESOLUTION ADOPTING AN AMENDED CITY OF KIRKWOOD FLEXIBLE SPENDING ACCOUNTS PLAN, EFFECTIVE JUNE 19, 2020.

WHEREAS, with the recent furloughing of city employees, staff became aware of a need to amend our Flexible Spending Account Plan so as to permit employees to continue or to make up the funding of their flexible spending accounts upon their return to work in the same plan year, and

WHEREAS, staff recommends the City Council adopt the Amended City of Kirkwood Flexible Spending Accounts Plan (a copy of which is attached hereto and incorporated by reference herein), effective June 19, 2020.

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

SECTION 1. The Amended City of Kirkwood Flexible Spending Accounts Plan (a copy of which is attached hereto and incorporated by reference herein), effective June 19, 2020, is hereby adopted.

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

PASSED AND APPROVED THIS 18TH DAY OF JUNE 2020.

Mayor, City of Kirkwood

ATTEST:

City Clerk

Legislation Request

Resolution

Place On The Agenda Of: 6/18/2020

Step #1:

Strategic Plan Select... Goal # & Title

Background To Issue:

With the recent furloughing of employees, staff became aware of a need to amend our flexible spending account plan so as to permit employees to continue or make up the funding of their flexible spending accounts upon their return to work in the same plan year.

Recommendations and Action Requested:

Recommend adoption of the attached amendment to the city's flexible spending plan as drawn up by Lynn Hinrichs of Lewis Rice.

Alternatives Available:

Does this project have a public information component? Yes No

Cost: \$0.00

Account #: N/A

Project #:

Budgeted: YES

If YES, Budgeted Amount:

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

Department Head Comments:

BY: Georgia Ragland

Date: 6/9/2020

Authenticated: raglangl

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



6-9-20 #2380236-v6-
Kirkwood_-_FSA_Plan_
_Furlough_Amendment.docx
Microsoft Word Document
28.4 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: David Weidler

Date: 6/10/2020

Authenticated: weidledc

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:

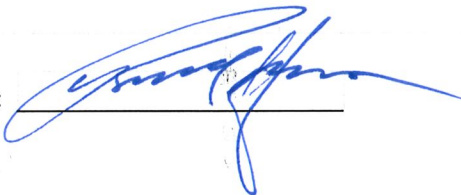
Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.

Approve

Disapprove

Chief Administrative Officer's Comments:

BY:



Date:

6-11-20

**AMENDMENT
TO THE
CITY OF KIRKWOOD FLEXIBLE SPENDING ACCOUNTS PLAN**

WHEREAS, the City of Kirkwood (the "City") maintains the City of Kirkwood Flexible Spending Accounts Plan and related Summary Plan Description, last restated effective as of January 1, 2020 (the "Plan");

WHEREAS, pursuant to Section 9.01 of the Plan, the City has the right to amend the Plan; and

WHEREAS, the City desires to amend the Plan and the SPD with respect to the matters set forth herein.

NOW, THEREFORE, effective as of June 19, 2020, the City does hereby amend the Plan and SPD as set forth below.

1. Defined Terms. All capitalized terms, not otherwise defined herein, have the meanings given to such terms in the Plan and SPD, as applicable.

2. Section 2.08. A new Section 2.08 is hereby added to the Plan as set forth below.

08. Continuation of Participation During Leave of Absence.

A Participant taking or placed on a paid or unpaid leave of absence may continue to participate in this Plan using the benefit election that is in effect on the day immediately preceding the first day of such leave; provided, however, that to the extent that the leave of absence constitutes a change in status, the Participant may modify his or her Plan election as provided in Section 5.04(a). Notwithstanding the foregoing, a Participant shall only be allowed to maintain coverage under this Plan while on a leave of absence if the Participant continues to have an employment relationship with an Employer, maintains his or her eligibility to participate in the applicable Benefit Option, and, subject to the provisions below, makes all required Participant contributions.

a. Participation During an Unpaid Leave of Absence. A Participant taking or placed on an unpaid leave of absence who elects to continue his or her participation during such leave will elect, subject to Employer approval, to make any required contributions under one of the options set forth below to the extent offered under the Benefit Option. If a Participant fails to affirmatively elect one of the below options prior to commencing his or her leave of absence on a form acceptable to the Employer, the Participant will be deemed to have elected the Catch-Up Option.

1. Pre-Pay Option. A participant may elect to pay his or her required contributions during a leave of absence on a pre-tax basis prior to commencement of the leave of absence by authorizing the Employer to withhold the additional required contributions attributable to the leave of absence period prior to the Participant beginning such leave of absence. If the leave of absence period extends into the next Plan Year, contributions attributable to the leave of absence period during the subsequent Plan Year must be made on an after-tax basis or the Participant must elect another contribution option for such period.

2. Pay As You Go Option. A Participant may elect to pay his or her required contributions during a leave of absence on an after-tax basis by remitting the required Participant contributions on or before the first day of each pay period in which the contributions would have been deducted from his or her paycheck if the Participant were actively employed, provided that any delinquent required contributions must be paid within 30 days of such date.

3. Catch-Up Option. A Participant may elect not to pay his or her required contributions during a leave of absence. When such a Participant returns to work for an Employer after the leave of absence, the Employer will withhold the required contributions attributable to the leave of absence period from the Participant's paycheck after the Participant's return to work. If the Participant does not return to work for an Employer after the leave of absence, the Participant will need to repay the Employer directly for the cost of the required contributions attributable to the leave of absence.

b. Participation During a Paid Leave of Absence. A Participant who is on a paid leave of absence will continue to participate in this Plan on the same basis as an active Employee, and his or her required contributions will be deducted from paychecks he or she receives during the paid leave of absence.

3. Section 5.03. Section 5.03 of the SPD is hereby deleted in its entirety and replaced with a new Section 5.03 as set forth below.

03 Family and Medical Leave Act (FMLA) and Other Leaves of Absence.

If you take a leave under the Family and Medical Leave Act, you may continue, revoke or change your existing elections for health insurance and the Health Flexible Spending Account. If your coverage for these benefits terminates, due to your revocation of the benefit or your non-payment of contributions, you will be permitted to reinstate coverage for the remaining part of the Plan Year upon your return. You can resume your coverage at its original level and make payments for the time that you are on leave. For example, if you elect \$1,200 for the year and are out on leave for 3 months, then return and elect to resume your coverage at that level, your remaining payments will be increased to cover the difference – for example, from \$100 per month to \$150 per month, etc. Alternatively your maximum amount will be reduced proportionately for the time that you were gone. For example, if you elect \$1,200 for the year and are out on leave for 3 months, your amount will be reduced to \$900. The expenses you incur during the time you are not in the Health Flexible Spending Account are not reimbursable.

You may also continue coverage during an unpaid non-FMLA leave of absence or a paid leave of absence using the same elections you had in effect immediately prior to beginning the leave of absence, provided you maintain an employment relationship with your Employer and otherwise meet the eligibility requirements. You may change your elections upon beginning an unpaid non-FMLA leave of absence to the extent the leave constitutes a change in status. If you continue your coverage during your unpaid FMLA leave or unpaid non-FMLA leave, you may pre-pay for the coverage, you may pay for your coverage on an after-tax basis while you are on leave, or you and your Employer may arrange a schedule for you to "catch up" your payments when you return. If you fail to choose how to pay for coverage while on unpaid leave, you will be required to catch up on your missed payments when you return from leave. If you do not return from leave, you will be responsible for paying any required payments you missed during your leave. For a paid leave of absence, your required contributions will continue to be withheld as normal.

* * *

IN WITNESS WHEREOF, the City has caused this Amendment to be executed by its duly authorized representative as of the date set forth below.

CITY OF KIRKWOOD

By: _____

Print Name: _____

Title: _____

Date: _____

RESOLUTION 71-2020

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT WITH PERSONAL ASSISTANCE SERVICES FOR EMPLOYEE ASSISTANCE SERVICES EFFECTIVE THROUGH MARCH 31, 2021 (A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN).

WHEREAS, the City of Kirkwood's contract with Personal Assistance Services for Employee Assistance Services (EAP) would normally be renewing in September, and

WHEREAS, since the City of Kirkwood has moved other benefits to renew in April to coincide with the City's fiscal year, staff recommends that the City Council approve a new contract with Personal Assistance Services that would reflect the City's fiscal year with the same contract terms and pricing effective through March 31, 2021 (a copy of which is attached hereto and incorporated by reference herein).

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

SECTION 1. The Mayor is hereby authorized and directed to enter into a contract with Personal Assistance Services for Employee Assistance Services effective through March 31, 2021 (a copy of which is attached hereto and incorporated by reference herein).

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

PASSED AND APPROVED THIS 18TH DAY OF JUNE 2020.

Mayor, City of Kirkwood

ATTEST:

City Clerk

Legislation Request

Resolution

Place On The Agenda Of: 6/18/2020

Step #1:

Strategic Plan Select... Goal # & Title

Background To Issue:

Our contract with Personal Assistance Services for EAP services would normally be renewing in September unless we would choose to go out to bid. However, since we have moved other benefits to renew in April to coincide with our fiscal year we would like to ask council to approve a new contract that would reflect our fiscal year with the same contract terms and pricing.

Recommendations and Action Requested:

Approve a new contract with PAS for EAP services for FY21.

Alternatives Available:

Leave existing contract intact.

Does this project have a public information component? Yes No

Cost: \$25,200.00 Account #: 10111024123101 Project #: Budgeted: YES

If YES, Budgeted Amount: \$25,200.00 If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

BY: Georgia Ragland

Date: 6/9/2020

Authenticated: raglangl

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



2020 AGREEMENT_CITY OF
KIRKWOOD4.pdf
Adobe Acrobat Document
141 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: David Weidler

Date: 6/10/2020

Authenticated: weidledc

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 sufficient and available to approve \$25,200 in account 101-1102-412-31-01, Personnel Consultants as requested above.

BY: Sandra Stephens

Date: 6/10/2020

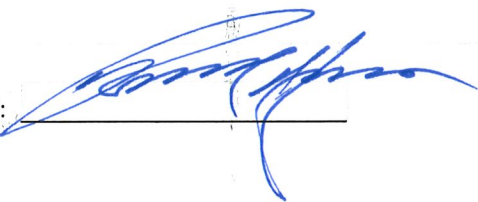
Authenticated: stephesf

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

Approve Disapprove

Chief Administrative Officer's Comments:

BY:



Date:

6-11-20

AGREEMENT

THIS AGREEMENT, effective the 1st day of April, 2020, by and between Preferred Resource Network, Inc. dba Personal Assistance Services, a private corporation with its principal place of business at 9735 Landmark Parkway, Suite 17, St. Louis, MO 63127 on behalf of itself and all of its divisions and affiliates, as the same may be constituted from time to time, (hereinafter referred to as "PAS") and CITY OF KIRKWOOD with its business office at 139 SOUTH KIRKWOOD ROAD, KIRKWOOD, MISSOURI, 63122, on behalf of itself and all its affiliates and subsidiaries (hereinafter referred to as "CUSTOMER").

WHEREAS, CUSTOMER is desirous of establishing an Employee Assistance Program (EAP) for its employees and their family members hereinafter referred to as "Subscribers", and;

WHEREAS, PAS is a professional firm specializing in EAP service provision and has a trained staff (consisting of employees and of Affiliate Providers as hereinafter defined) to provide EAP services to CUSTOMER Subscribers, and;

WHEREAS, PAS is desirous of providing an EAP as required by CUSTOMER;

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants hereinafter set forth, the parties agree as follows:

TO-WIT:

ARTICLE I - TERM OF CONTRACT

1.1 Contract Term. The initial term of this Agreement shall be for a period of one (1) year commencing on the 1st day of April 2020 and continuing up to and including March 31, 2021. Thereafter, this Agreement shall automatically renew upon its expiration for successive one (1) year periods unless sooner terminated in accordance with the provision below.

1.2 Amendment or Termination. Either party may terminate or amend this Agreement upon providing the other party with at least ninety (90) days prior written notice. The rate will be subject to renegotiation in the event that the overall rate of utilization of services exceeds 12% or there is a significant change in the plan design.

ARTICLE II - COMPENSATION

2.1 Consideration. CUSTOMER shall pay PAS a monthly capitated fee of Two Dollars and Twelve Cents (\$2.12) per employee, payable in quarterly installments which shall constitute full and complete compensation for services under this Agreement. Services are available to full-time and part-time employees. The parties agree that the number of

eligible employees covered under this Agreement may change over time and that the fee will be pro-rated and adjusted accordingly.

2.2 Billing. PAS shall send an itemized bill to:
GEORGIA RAGLAND
ASSISTANT CHIEF ADMINISTRATIVE OFFICER
CITY OF KIRKWOOD
139 SOUTH KIRKWOOD ROAD
KIRKWOOD, MISSOURI 63122

2.3 Payment. Remittance is due upon receipt of the invoice – net 10 days to Preferred Resource Network, Inc. d/b/a Personal Assistance Services, 9735 Landmark Parkway, Suite 17, St. Louis, MO 63127, Fed. ID 43-1613278.

2.4 Limitation of Payment. CUSTOMER will compensate PAS for the amount specified in 2.1 above and 3.4.B below.

2.5 Form of Payment. CUSTOMER agrees to pay all fees for services under this Agreement by check or ACH transfer. Payments for services by credit card, third-party electronic payment processor or electronic settlement network require amendment to this Agreement and fee adjustment.

ARTICLE III - SCOPE OF SERVICES

3.1 EAP Plan Administration.

A. Confidentiality. PAS will preserve the confidentiality of EAP counseling and referral records, and discussions with CUSTOMER and Subscribers. PAS will assure the confidentiality of Subscriber communications, and comply with all applicable state and federal privacy and confidentiality laws, including, but not limited to, Public Laws 91-616 and 92-255; the Drug Abuse Office and Treatment Act of 1972, 21 USC 1175; the Comprehensive Alcohol Abuse and Alcoholism Treatment and Rehabilitation Act of 1970, 42 USC 4582, the Privacy Act of 1974, Public Law 93-579, 5 USC 552A, Public Law 104-191 (Health Insurance Portability and Accountability Act), 45 CFR §160 and §164 (“The Privacy Rule”), and other applicable regulations.

B. Special Applicability of The Privacy Rule Contained in Public Law 104-191 (Health Insurance Portability and Accountability Act), 45 CFR §160 and §164. To the extent that EAP provides treatment (as defined at 45 CFR §164.501 of the Privacy Rule) of any Subscriber, EAP shall be deemed a Covered Entity and not a Business Associate, and shall not use or disclose (“disclosure” as defined in the Privacy Rule) any Subscriber’s Individually Identifiable Health Information (as defined in the Privacy Rule and hereafter referred to as Protected Health Information) to

CUSTOMER, including its Human Resource Department, except as specifically permitted by the Privacy Rule.

C. EAP Liaison. CUSTOMER will appoint an EAP Liaison, who will interface with PAS to give exposure to, monitor and promote the utilization of the program by Subscribers. CUSTOMER shall have the right to designate a substitute person as EAP Liaison from time to time upon notification to PAS and may change the same from time to time.

D. Quarterly Reporting. PAS will provide CUSTOMER quarterly reports on the use of the services. Said report will include the number of Subscribers using the service, the type of problem involved, sources of referral, and other descriptive data. In making such a report, names and other identifying information will not be used.

E. Client Satisfaction Evaluation. Evaluation of PAS by those participating in PAS services shall be achieved through anonymous questionnaires and surveys. CUSTOMER and PAS shall develop a mutually acceptable evaluation feedback system.

F. Medical Benefit Plan Information. CUSTOMER will provide PAS with a copy of CUSTOMER current behavioral health summary plan description and any changes thereto made during the term of this Agreement as well as other Subscriber benefit information that will assist PAS in making referrals for subsequent treatment.

G. Continued Services After Contract Expiration/Termination. In the event of contract expiration or termination, PAS will provide assessment, consultation and follow-up services for those Subscribers utilizing PAS prior to contract expiration or termination of this Agreement. Such services will be provided until the case is resolved or successfully referred.

H. Continued Services After Subscriber Separation. PAS will provide assessment, consultation and follow-up services to Subscribers upon separation for up to thirty (30) days after separation and until the case is resolved or successfully referred. In the event that CUSTOMER elects to continue coverage to separated employees for longer than thirty days, CUSTOMER will notify PAS by submitting an eligibility file to PAS and including the separated employees in the eligible employee count for the applicable billing period.

3.2 Counseling Services. PAS and its affiliates shall provide EAP case management services to CUSTOMER and Subscribers as requested by CUSTOMER, in accordance with Paragraph 3.2, Items A through D herein. The services shall include the following:

A. Service Design. PAS agrees to provide EAP counseling services for Subscribers designated from time to time by CUSTOMER. Such services shall include assessment, referral, and/or solution-focused brief counseling for personal problems, including, but not limited to, chemical dependency, mental health problems, marital and relationship issues, family problems, financial and legal difficulties. These services will include telephonic or office-based sessions with a PAS case manager to assess the problem, provide brief counseling and/or refer the individual, if necessary, to an appropriate community resource, and to follow-up with the Subscriber. In the state of California, sessions are limited to 3 in any 6-month period per law. Fees for professional services rendered outside the EAP system (i.e. not provided directly by PAS or its designated Affiliate Providers) will be the responsibility solely of the Subscriber. PAS shall neither solicit, charge, nor accept any payment of fees from the CUSTOMER Subscribers for EAP services provided.

PAS further agrees to provide services including assessment, treatment recommendations, provider referrals and case management for employees referred to PAS by CUSTOMER as part of a performance improvement process and/or in compliance with the CUSTOMER's Drug-Free Workplace policies and/or the Department of Transportation (DOT) Drug and Alcohol Testing Regulations 49 CFR Part 40 and/or in compliance with employer-specific mandated EAP services mutually agreed upon by PAS and CUSTOMER.

B. Staff Credentials. PAS agrees to provide experienced, licensed and fully credentialed counselors from professionally recognized mental health disciplines to provide EAP counseling services. PAS staff is capable of assessing and treating a wide range of Subscriber problems including, but not limited to, psychological issues, substance abuse, relational conflicts, and family problems.

C. Affiliate Providers. PAS shall maintain a network of appropriate community resources, care providers and professional counselors hereafter referred to as "Affiliate Providers", to provide assessment, referral and emergency treatment on an independent contractor basis with PAS for Subscribers in geographic areas where PAS does not have employees or to meet special needs. PAS agrees to provide experienced, licensed and fully credentialed affiliate counselors from professionally recognized mental health disciplines to provide EAP counseling services. Affiliate providers are capable of assessing and treating a wide range of Subscriber problems including, but not limited to, psychological issues, substance abuse, relational conflicts, and family problems.

D. Service Availability. PAS shall provide 24-hour, 7-day a week phone answering capability and an after-hours Crisis Intervention Service. Consultation will be provided by day, evening or weekend appointments. Arrangements for an appointment will be made for the caller's convenience to the greatest extent possible.

3.3 Life Management Services. PAS and its affiliates shall provide Life Management services to CUSTOMER and Subscribers as requested by CUSTOMER, in accordance with Paragraph 3.3, Items A through P herein. The services shall include the following:

A. Elder care Consultation and Care Management. Subscribers requesting assistance with elder care concerns will be assisted by PAS and its affiliated staff of geriatric care managers and financial consultants. Elder Care managers are available to families through telephonic consultation. The benefit covers up to two (2) hours of Care Coordination (consultation with family members and caregivers; needs assessment and development of a customized plan with options for care; referral to community resources to help an older person living at home; independent/retirement community, residential/assisted living, and nursing home placement assistance; support for long distance caregivers; crisis intervention and prevention) and/or Financial Consultation (assessment of Medicaid and Medicare eligibility for home-based and facility-based care; Medicare Part D, Supplement/Medigap, and Advantage plan advice and assistance; assessment of Veteran's benefits eligibility; Medicaid planning and asset protection).

B. Child/Elder Care Resource and Referral. PAS Subscribers requesting assistance with child care concerns will be assisted by PAS and its affiliated Dependent Care Specialists (DCS) to assess their needs and explore options. PAS has contracted with a dependent care information and referral service that maintains a database of state licensed vendors to provide child care and elder care services. In addition to sending a detailed list of available care resources according to geographic request, the benefit also covers an enhanced personalized Parent Information Packet or Caregiver Information Packet at no cost to the Subscriber. The service seeks to educate caregivers to make informed care decisions. PAS also provides assistance in locating adoption related resources.

C. Legal Consultation. Legal Consultation is provided in partnership with PAS affiliated attorneys. PAS Subscribers requesting assistance with non-employment related legal concerns are transferred to our Legal Services Call Center for an assessment to determine the appropriate services needed to address the

Subscriber's concern. The service options include either a telephonic consultation with an attorney in their state or a referral for an in-person consultation with an attorney in the Subscriber's local area. The initial consultation in both service options is provided to the Subscriber at no cost. If the Subscriber chooses to retain the services of the in-person attorney any additional services beyond the initial assessment will be the financial responsibility of the Subscriber. The in-person attorney will offer the Subscriber rates at a discount of 25% below their usual and customary fees.

D. Tobacco Cessation Coaching. PAS provides telephonic access to tobacco cessation coaches who provide support and education for Subscribers who are considering quitting smoking or using smokeless tobacco and help Subscribers plan, take action, and maintain lifestyle changes through the process of quitting. In addition, informational workbook materials are provided to help Subscribers reach their goals and stay quit.

E. Weight and Nutrition Consultation. Participants receive up to three (3) hours of telephonic access to registered dietetic specialists who provide personalized guidance to help Subscribers improve their wellness and quality of life. The team of dieticians provides education and support to help with: managing weight, meal planning and healthy cooking, developing nutritional strategies to prevent or control health conditions such as diabetes, osteoporosis, high cholesterol, high blood pressure, food intolerances, healthy eating for athletes.

F. Financial Consultation. PAS provides financial consultation through a reputable national financial counseling service staffed by qualified financial specialists. Participants requesting information and strategic advice about financial planning priorities, investments, budgeting, debt and loan consolidation, estate settlements, retirement planning, insurance, tax considerations, and general financial information receive access to financial specialists via telephonic consultation.

G. Education Planning Services. PAS provides telephone access to a college specialist to assess and review each caller's situation, discuss the options available and conduct a thorough research of undergraduate, continuing education, graduate or vocational/technical school programs that meet the parameters of the caller's requests. A packet will be mailed to the caller that may include information on preparing for and financing college, enrollment dates, costs, application fees, housing, degrees offered, student activities, available scholarships, financial aid.

H. Will Preparation. This service provides participants with online access to simple individual and spousal will forms including: Last Will and Testament with downloadable forms and instructions, Living Will/ Advance Health Directives with downloadable forms and instructions. Once completed online, the documents may be downloaded, signed, witnessed and notarized and then kept in a safe place. Participants may access the PAS Legal Consultation service to answer general questions about wills. If user's needs and circumstances are beyond the parameters of a Simple Will as defined by user's state, user will receive a 25% discount from the attorney's hourly rate.

I. Retirement Consultation. Skilled retirement coaches provide up to three (3) hours of telephonic consultation that concentrates on the many areas of retirement that are non-financial. Participants are supported throughout the consultation process with educational material and self-study worksheets.

J. Parenting/Education Consultation. Caregivers of children 0-18 years of age have the opportunity to receive up to three (3) hours of telephonic consultation with a team of certified allied health professionals whose expertise includes child development, behavior modification, speech-language, sensory processing, education (both special and gifted), and Individualized Education Plan (IEP) processes. After a comprehensive interview to gather pertinent details of the caregiver's concerns, the parenting consultants provide information and guidance in understanding typical and atypical development and suggest strategies and resources to address those concerns.

K. Health Coaching. PAS provides up to three (3) hours of telephonic consultation from health coaches to assist participants with health concerns to improve their quality of life. Health coaches provide education and self-help tools on health condition management; tips to effectively communicate with treatment providers; using nutrition and exercise to improve overall wellness; finding answers to questions regarding diagnoses, testing, medications and procedures; learning ways to live well with illness and support to adapt positively to life changes.

L. Identity Theft. Participants receive a telephonic consultation with an Identity Theft Recovery Specialist who explains what identity theft is, how to prevent identity theft and how to recover from it. Participants will receive informational handouts, verbal instructions on how to restore identity and informational tip sheets.

M. Care Diary Caregiver Management Tool. Online caregiver management tool that includes informational and educational content written by caregiver,

medical and allied health experts; social network for caregiver support; and a secure portal to help participants gather, organize and communicate important information needed to manage caregiving responsibilities. The secure portal manages appointments and provider contact information, medical care history, medication regimens, important care authorization documents, and task assignments with the designated care circle involved in the care of loved ones.

N. Career Coaching. PAS provides telephonic access to skilled career coaches who guide subscribers through a personal assessment of skills, competencies and interests using a variety of career measurement tools. This service includes up to three (3) hours of telephonic consultation in techniques for networking internally including conferring with management and Human Resources, using posted job descriptions as a source for exploration, conducting informational interviews to learn more about CUSTOMER functions and preparing for the internal interview.

O. Organization and Productivity Coaching. PAS provides telephonic consultation of up to three (3) hours with a PAS organizer coach to assist in developing time management skills, developing strategies to organize home, office and digital media.

P. Life Coaching. PAS provides telephonic consultation of up to three (3) hours with a PAS coach to assist Subscribers to identify and achieve goals, make changes that improve overall well-being, consider options when making a significant decision or life transition, and stay focused on their core values and passions.

Q. Fitness Coaching. PAS provides up to 3 hours of telephonic access to fitness coaches who provide personalized guidance to assess fitness status, health consideration and fitness goals, assist in designing a structured exercise program, develop and achieve goals related to fitness, health and wellness, teach correct exercise methods through demonstration, explanation and cueing (when video is possible), overcome challenges and obstacles to achieving goals, and consult on nutritional requirements to support a healthy lifestyle.

R. On-Line EAP Services. PAS provides Subscribers with a variety of on-line services that include LifeTools and Resource centers, management services, on-line training, PASWord Express newsletter, workplace support handouts (illness, death, disaster, drug free workplace, guidelines for substance abuse referrals, supervisory referral continuum), and PAS-It-On human resource management newsletters.

3.4 Organizational Services. PAS and its affiliates shall provide organizational services to CUSTOMER and Subscribers as requested by CUSTOMER, in accordance with Paragraph 3.4, Items A through C herein. The services shall include the following:

A. Policy and Procedure Development. PAS agrees to assist CUSTOMER in updating, as necessary, a policy regarding personal problems that affect on-the-job work performance, which is coordinated with CUSTOMER existing general personnel policies and performance management procedures. PAS will maintain procedures for access to the EAP that best meet the needs of CUSTOMER. Referral procedures will be developed for Subscriber self-referral, supervisory referral/job performance referral, and medical/drug-free workplace referral.

B. Orientation and Training. Up to four (4) hours of on-site services (personal and professional development seminars, on-site counseling services, critical incident services) are included each plan year at no charge. Additional on-site services may be purchased for a fee of \$250 per hour. Travel fees and cancellation fees, customization and training development fees may apply. CUSTOMER may request any of the following types of on-site services below:

- Personal and Professional Development seminars
- On-Site Critical Incident Management Services - on-site counseling services, critical incident debriefing services
- On-site Health Fair Participation
- Employee and supervisory orientation to acquaint with EAP and procedures for using EAP
- On-site management consultations

C. EAP Awareness Activities. With prior approval of appropriate CUSTOMER personnel, PAS will provide ongoing EAP communication materials in electronic format for CUSTOMER's use in promoting the EAP. These may include: bulletin board displays, handouts, flyers, wallet cards, newsletters, posters, postcards, suggested letters for home mailings, etc. Customization, printing, mailing and shipping fees may apply.

3.5 Incentivized Services. Except as provided by Amendment or separate Agreement Rider, CUSTOMER will not promote the use of Services through financial or other incentives or rewards to Participants ("Incentivization of Services"). Management referrals of employees for workplace or personal concerns are not incentivized. Fees for Incentivized Services are negotiated separately and attached to this Agreement by separate Rider.

3.6 Excluded Services. The following services are not provided by PAS:

- Psychological, educational, neurological or psychiatric testing
- Long-term or specialized psychological treatment for complicated diagnoses
- Aversion therapy, hypnotherapy, or biofeedback
- Medical care, including psychiatric care, medication and medication management
- Inpatient or facility-based care
- Remedial and social skills education services, (such as treatment or services for cognitive rehabilitation, behavioral training, language disorders, learning disorders, etc.)
- Evaluations required by any government entity or official
- Court-mandated counseling, evaluations to be used in child custody proceedings, worker's compensation proceedings, criminal proceedings, or any other type of legal action
- Testimony in legal proceedings and reporting for legal purposes
- Evaluations for fitness for duty determinations
- Preparation of documentation for determination of disability, FMLA documentation, excuses for leave of absence or time off
- Assessments of ability to return to work after leave of absence
- Services by providers who are not in PAS' provider network
- Preparation of income taxes or consultation on tax audits
- Legal representation
- Legal consultation regarding work-related issues; guidance on workplace issues when the Subscriber sues, or threatens to sue CUSTOMER or another employer

ARTICLE IV - LIABILITY

4.1 Insurance. PAS and its Affiliate Providers agree to maintain in full force and effect during the term of this Agreement, and all subsequent extensions or renewals hereof, insurance described as follows:

- Worker's Compensation - As required by the law of the State in which they do business.
- Public Liability - Limits of not less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence and \$500,000.00 property damage per occurrence to protect PAS against claims for personal injury to or death of one

or more than one person and property damage claims that may occur as a result of operations under this Agreement.

4.2 Hold Harmless. PAS agrees to defend, indemnify and hold harmless CUSTOMER, its officers, directors, employees and Participants, from and against any and all claims, damages (including attorney's fees and costs) caused by a negligent act or omission of PAS, its employees, its Affiliate Providers, officers or directors. CUSTOMER agrees to defend, indemnify and hold harmless PAS, its officers, directors and employees, from and against any and all claims, damages (including attorney's fees and costs) caused by a negligent act or omission of CUSTOMER, its employees, officers, and directors.

ARTICLE V - COMPLIANCE WITH LAW

5.1 Compliance. PAS, its employees, Affiliate Providers and affiliates shall comply with all Federal, State and local laws, ordinances and regulations applicable to the services performed under this Agreement.

5.2 Choice of Law. The laws of the State of Missouri shall govern this Agreement.

ARTICLE VI - GENERAL TERMS AND CONDITIONS

6.1 Nondiscrimination of Employment. PAS shall not discriminate against any employee or applicant for employment because of race, religion, sex, age, marital status, veteran's status, national origin, or handicap. PAS shall take affirmative action to ensure that employees are treated during their employment without regard to race, religion, sex, age, marital status, veteran's status, national origin, or handicap. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; rates of pay or other forms of compensation; and selection for training including apprenticeship.

6.2 Independent Contractor. The relationship of PAS to CUSTOMER shall be that of an Independent Contractor and no principal-agent or employer-employee relationship is created by this Agreement.

6.3 Assignment of Agreement. This Agreement is not assignable by either party without written consent of the other; but this clause shall not be deemed to preclude PAS from contracting with Affiliate Providers as set forth in Article III, Section 3.2, Paragraph C above for services to be rendered to employees in geographic areas where PAS does not have employees.

6.4 Changes in Agreement. This Agreement may be amended only upon the written agreement of CUSTOMER and PAS. Notice to the parties shall be mailed to their respective principal offices. Notice to CUSTOMER shall be sent to the attention of the EAP

Plan Administrator (as set forth in Article III, Section 3.1, Paragraph C above) and notice to PAS shall be sent to the attention of the President.

6.5 Copyright Notice. CUSTOMER agrees to apply the proper copyright notice as required by PAS upon the title page or other designated location of any training manuals or other authored works prepared by CUSTOMER that incorporate PAS copyrighted materials, as supplied to CUSTOMER under the terms and conditions of this Agreement. Such notice as advised shall be applied to all said materials for CUSTOMER usage in performance under this Agreement, and said notice shall be imprinted upon all of the original materials, or any subsequent printings thereof, made under this Agreement.

6.6 Extraordinary Circumstances. Neither party hereto shall be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers, or other circumstances which cannot reasonably be forecast or provided against.

6.7 Steps to Cure Breach. This Agreement may be terminated by the non-breaching party at any time for a breach of any of the material terms of this Agreement, if such breach shall remain uncorrected for a period of fifteen (15) days following written notice of said breach by the non-breaching party to the breaching party.

6.8 Severability. All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this contract shall be interpreted as if such invalid agreements or covenants were not contained herein.

6.9 Benefit. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective legal representatives and assigns. No person not a party to this contract, including Subscribers, shall have any ability to enforce the terms hereof, or claim any legal right hereunder, it being the intent of the parties hereto to negate any such third-party beneficiary claim. CUSTOMER warrants and represents that it has full authority to act on behalf of all its subsidiaries, as the same may be constituted from time to time, with respect to all matters herein contained.

6.10 Standard Form Contract. This Contract is a standard form prepared by PAS. If any of the terms hereof are varied in any manner, whether by insertion, deletion or otherwise, this Agreement shall not be binding upon PAS until the changes are reviewed and approved by PAS' legal counsel or executed by PAS.

6.11 Enforceability. A signed facsimile, photocopy or electronic copy of this Agreement shall be enforceable as if such facsimile, photo copy or electronic copy was an original.

6.12 Survivability. The terms and provisions of Article III, Section 3.1, Paragraphs A and B, and Article IV, Section 4.2 shall survive the termination of the Agreement.

6.13 Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter and may not be amended, modified, altered or varied except by an agreement in writing signed by the parties. All prior representations whether written or verbal are merged herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year written below.

PREFERRED RESOURCE NETWORK, INC.
dba PERSONAL ASSISTANCE SERVICES

CITY OF KIRKWOOD

BY: *Auson P. Skinner*

BY: _____

Its: President

Its: _____

DATE: 6/8/2020

DATE: _____

RESOLUTION 72-2020

A RESOLUTION UPDATING INFORMATION PROVIDED BY THE CITY OF KIRKWOOD TO UMB BANK REGARDING BANKING SERVICES AS INDICATED IN THE ORGANIZATION RESOLUTION AND AGREEMENT (A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN).

WHEREAS, some of the information provided to UMB Bank for banking services needs to be updated to revise the authorized signatories, and

WHEREAS, staff requests that changes to the signatories in the Organization Resolution and Agreement (a copy of which is attached hereto and incorporated by reference herein) be updated to ensure the City of Kirkwood maintains proper internal controls over the City's deposits with UMB Bank.

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

SECTION 1. Information provided by the City of Kirkwood to UMB Bank regarding banking services is hereby updated as indicated in the Organization Resolution and Agreement (a copy of which is attached hereto and incorporated by reference herein).

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

PASSED AND APPROVED THIS 18TH DAY OF JUNE 2020.

Mayor, City of Kirkwood

ATTEST:

City Clerk

Legislation Request

Resolution

Place On The Agenda Of: 6/18/2020

Step #1:

Strategic Plan NO Goal # & Title

Background To Issue:

Update the current "Organization Resolutions and Agreement" with UMB Bank to remove John Adams, Retired Finance Director and add Jennifer Forgy, Assistant Finance Director. The new agreement will replace the agreement dated 09/06/2018.

Recommendations and Action Requested:

I recommend that council approve the updated "Organization Resolutions and Agreement" with UMB Bank removing John Adams and adding Jennifer Forgy as requested above. This request is necessary to maintain the proper internal controls over the City's deposits with UMB Bank.

Alternatives Available:

Does this project have a public information component? Yes No

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

Department Head Comments:

This action does not require budget and only purpose is to properly identify City staff with the authority and responsibility to manage the City deposits with UMB as prescribed in the "Organization Resolutions and Agreement" with UMB Bank.

BY: Sandra Stephens Date: 6/10/2020 Authenticated: stephesf

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



UMB Organization Resolutions
and Agreement.pdf
Adobe Acrobat Document
1.81 MB

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:

ORGANIZATION RESOLUTIONS AND AGREEMENT

UMB 11120001 (R 03/2018)


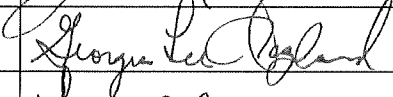
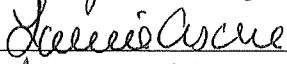
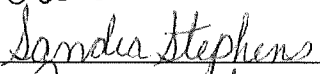
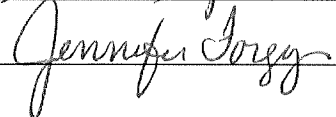
Commercial Deposit Accounts and Related Services; Borrowing

Full Legal Name of Organization: City of Kirkwood
 (the "**Organization**") is a Public Funds (insert type of entity) organized and existing under the laws of the State of Missouri.

The Federal Tax Identification Number of Organization is: 43-6001912.

The undersigned officer of the Organization certifies to UMB Bank, N. A. (the "**Bank**") as follows:

1. **Recordkeeper.** I am the Secretary or Assistant Secretary, or officer, partner, owner, principal, manager, member or other individual having lawful custody of the official records of the Organization. I am duly authorized by the official records of the Organization to provide and execute these Resolutions and Agreement to the Bank on behalf of the Organization.
2. **Resolution and Agreement.** At a meeting of the governing body of the Organization duly held on (insert date) _____, 2____ and at which a quorum was present and acting throughout, or pursuant to the unanimous written consent of its members, the following Resolutions and Agreement were duly adopted and approved and are currently in full force and effect, and has not been amended or rescinded.
3. **Authorized Signers.** Each individual identified below is an officer and Authorized Signer of the Organization and is duly authorized to exercise the powers that are described either in section 4.A., and/or section 4.B., and/or section 4.C. below and granted as specified beside his/her specimen signature.

NAME	TITLE OR POSITION	SPECIMEN SIGNATURE	POWERS GRANTED (A,B AND/OR C)
Russell Hawes	C.A.O.		A,B
Georgla L. Ragland	A.C.A.O.		A,B
Laurie B. Asche	City Clerk		B
Sandra F. Stephens	Finance Director		B
Jennifer L. Forgy	Asst. Finance Director		B

4. **Powers Granted.** The Organization has granted to each Authorized Signer one or more of the following powers specified in the **Powers Granted** space adjacent to the respective Authorized Signer's specimen signature above:

A. Establishing and Maintaining Deposit Accounts. This Authorized Signer is duly authorized and given the power by the Organization to establish and maintain with the Bank one or more checking, savings, and/or time deposit accounts denominated in the name of and owned by the Organization (each an "**Account**") as determined from time to time by this Authorized Signer. Each Account is governed by the terms and provisions of the Bank's deposit account agreement (and the documents referred to therein as "**Supplemental Disclosures**") as amended by the Bank from time to time.

Each Authorized Signer having this power to establish and maintain deposit accounts acting alone has the authority, on behalf of the Organization and in its name, to: (1) sign and deliver any application, signature card, or other document required by the Bank to establish or maintain any Account, and to close any Account; (2) sign or endorse for deposit or collection checks, drafts, acceptances, time deposit receipts, and any other orders for the payment of money by the Organization (and the Bank is hereby authorized and directed to honor the same, regardless of whether such items are payable to the order of the individual signing or countersigning the same, or

ORGANIZATION RESOLUTIONS AND AGREEMENT

whether such items are deposited to the credit of the individual signing or countersigning the same or to the credit of any officer, employee or other Authorized Signer); (3) issue stop payment orders with respect to any item drawn on any Account; (4) obtain from the Bank such services as may be available from time to time that provide electronic, telephonic, computer or other form of information access to any Account; and (5) obtain from the Bank one or more debit cards for the purpose of making electronic fund transfers to or from any Account that permits such access. Endorsements of items made payable to the Organization also may be made by typing, writing or stamping the name of the Organization without adding the name of any individual below that signature.

The Authorized Signer also is duly authorized and given the power by the Organization to appoint and duly authorize one or more officers and/or employees of the Organization solely to issue and sign checks and drafts drawn on the Account on behalf of the Organization (each a "**Check Signer**"). The Bank is hereby requested, authorized and directed to honor checks, drafts or other orders for the payment of money drawn in the Organization's name when bearing or purporting to bear the facsimile signature of this Authorized Signer or of an individual identified as a Check Signer on the Organization's signature card for an Account, and the Bank also is entitled to honor all such checks, drafts or other orders, regardless of by whom or by what means the facsimile signature thereon may have been affixed, if such facsimile signature resembles the facsimile specimen(s) duly certified to or filed with the Bank by this Authorized Signer.

B. Additional Banking Services. As used in these Resolutions and Agreement, the term "**Additional Banking Services**" includes, *but is not limited to*: (a) wire transfer of funds services; (b) automated clearing house (ACH) services; (c) lockbox or remote deposit services; (d) obtaining one or more access devices issued by the Bank as a means of accessing the Account(s) including, but not limited to, any card, PIN, code, program or Additional Banking Service that will allow such access for the purpose of obtaining information or to initiate electronic funds transfers to or from an Account, and to request the Bank to issue such access devices to other representatives of the Organization whether or not such other representative is identified in section 3 above; (e) cash or vault services; (f) the purchase or sale of foreign currencies on behalf of the Organization; (g) the investment of funds from the Account(s) into such investments as the Authorized Signer deems appropriate, regardless of whether such investments are offered by the Bank or its affiliates, and whether or not the investments are FDIC-insured; and (h) such other Additional Banking Service(s) as the Bank may offer and the Authorized Signer may request from time to time.

This Authorized Signer is duly authorized and given the power (i) to engage in Additional Banking Services on behalf of the Organization and in its name, to enter into, sign, modify, amend or terminate agreements with the Bank (which may include master agreements) for Additional Banking Services in connection with any Account(s), and (ii) to take any actions or enter into any other agreements and provide whatever instructions or documents relating to any Additional Banking Service as the Bank may require, upon such terms and conditions as this Authorized Signer deems appropriate, and to approve the security procedures and other terms and conditions that become part of such agreement.

This Authorized Signer also is duly authorized and given the power to approve, execute, deliver, amend or cancel one or more service requests (each a "**Service Request**") specifying one or more Additional Banking Services requested by the Organization, authorizing one or more individuals as security administrators for the Organization with respect to an Additional Banking Service, each of such security administrators being authorized on behalf of the Organization to grant, modify and delete identification codes, authorization or access levels for any individual as service representative for the Organization who can access Account(s) and the functions that any such service representative may perform using such Additional Banking Service, to remove such security administrators as this Authorized Signer deems appropriate; and to name or remove one or more service representatives who are authorized to: (1) initiate, confirm, amend, and cancel payment orders or fund transfers (including automated clearing house transfers) as specified in the Service Request, whether or not the individual named in such Service Request is an Authorized Signer identified in section 3 above; and (2) issue or amend instructions related to any Additional Banking Service.

C. Borrowing Authority. Any NA (0) of these Authorized Signers (*insert required number in print and numeral*) is/are duly authorized and given the power by the Organization to: (i) borrow sums of money from the Bank from time to time on behalf of and in the name of the Organization in such amounts, for such periods of time, and upon such terms as this/these Authorized Signer(s) may deem advisable; (ii) execute on

ORGANIZATION RESOLUTIONS AND AGREEMENT

behalf of the Organization any guaranty of the obligations of other persons or entities to the Bank; and to execute for and on behalf of the Organization promissory notes, bonds, debentures, other evidences of indebtedness, loan agreements, line of credit agreements, letter of credit agreements, or other similar agreements or guaranties in such form and text as this Authorized Signer may determine; (iii) pledge, hypothecate, mortgage or in any manner encumber or create a lien upon any property of the Organization; (iv) deliver such documents and property to the Bank, whether real or personal, tangible or intangible and including, but not limited to, shares of stock, bonds, debentures, promissory notes, accounts receivable, or other property, upon such terms and conditions as this Authorized Signer may deem advisable to secure payment of sums of money borrowed by the Organization from the Bank or to secure any such guaranty of the obligations of any third party executed on behalf of the Organization; and (v) amend or modify any of the authorities and documents described in clauses (i) through (iv).

This Authorized Signer having borrowing authority, acting alone, also may delegate to any other representative of the Organization the power to borrow money on behalf of the Organization from time to time under any loan agreement, line of credit agreement, letter of credit agreement or other agreement previously approved in accordance with this authorization, even if the individual to whom such authority to borrow money is delegated is not named in these Resolutions and Agreement.

5. **Changes to Authorized Signer(s).** The Organization agrees that the undersigned individual executing these Resolutions and Agreement on behalf of the Organization, or any individual designated in writing by the undersigned to the Bank, is authorized to certify the names and signatures of those individuals authorized to act on behalf of the Organization under the foregoing Resolutions and Agreement and, from time to time hereafter, to certify any change in the identity of said Authorized Signer(s) and/or Check Signer(s) or to add or delete any Authorized Signer and/or Check Signer, and the undersigned or such designee of the undersigned shall immediately report, furnish and certify such changes to the Bank and submit to the Bank a new signature card, incumbency certificate or other document on behalf of the Organization reflecting such changes as the Bank may require in order to make such change(s) effective.
6. **Bank's Right to Rely on These Resolutions and Agreement.** The undersigned further certifies that the foregoing Resolutions and Agreement are in conformity with the governing documents of the Organization, and the Bank is authorized to rely on and to continue to honor the instructions of and authorizations given by any Authorized Signer(s) identified herein or as subsequently certified to the Bank as described above until the Bank shall have been notified in writing by the undersigned or his/her designee of any amendment or revocation of such instruction or authorization and the Bank shall have had a reasonable period of time to act on such notification. The Organization agrees and acknowledges that neither the Federal Electronic Fund Transfer Act (15 U.S.C. Section 1693 and following) nor Regulation E (12 C.F.R. Part 205) are applicable to any debit card or other access device issued by the Bank to the Organization in connection with any Additional Banking Service. The Organization hereby indemnifies and holds the Bank harmless against any loss, cost, damage, or expense suffered or incurred by the Bank arising out of or in any way related to the Bank's reliance in good faith on the terms and provisions of these Resolutions and Agreement.
7. **Incumbency Certificate.** The undersigned "Recordkeeper" for the Organization certifies that each individual identified in section 3 above as an Authorized Signer is an employee or officer of the Organization and currently holds the office/title specified beside his/her name, and that the specimen signature adjacent thereto is the valid signature of such individual.

Guidelines for executing the following signature boxes for Organizations that are U.S. legal entities:

- **Corporation:** The undersigned Recordkeeper described in Section 1 above and executing these Resolutions and Agreement below in the Recordkeeper box should be the corporate secretary or assistant secretary of the corporation. The Additional Officer may be the Chairperson, President, Chief Executive Officer, Treasurer, Chief Financial Officer, or a Board member, and must execute these Resolutions and Agreement in the Additional Officer box.
- **Partnership, Limited Liability Partnership, Limited Liability Company, or Sole Proprietor:** All general partners, all members (if a limited liability company), or the sole proprietor must sign below, unless the Organization's governing documents specify that a manager, managing general partner, or other individual may so act. *In any event, a second officer of the general partner or*

ORGANIZATION RESOLUTIONS AND AGREEMENT

member (if a limited liability company) must sign in the **Additional Officer box**. Sole proprietorships or single member limited liability companies do not require a second signature.

- **Governmental Entity:** The Treasurer must sign these Resolutions and Agreement below in the **Recordkeeper** box, unless the Organization's charter specifies otherwise. The entity's Chairperson, Vice Chairperson, or equivalent officer, or in-house Legal Counsel must sign in the **Additional Officer** box.

SIGNATURE REQUIRED

SIGNATURE REQUIRED

RECORDKEEPER

ADDITIONAL OFFICER

Name: Laurie B Asche
(Type or print)

Name: Russell Hawes
(Type or print)

Signature: _____

Signature: _____

Title: City Clerk

Title: C.A.O.

In witness whereof, I have signed my name to these Resolutions and Agreement as the Recordkeeper described in Section 1 above and, if appropriate and required, applied the seal of the Organization as of this _____ day of _____, 20__.

(Affix seal here if required by Organization's governing documents.)

Additional Signatures of Members, Partners or Other Required Individuals

Each of the undersigned individuals, being a member, general partner, or other person required under the governing documents of the Organization to approve the foregoing Resolutions and Agreement, hereby consents to the adoption thereof.

Signature

Signature

Print Name

Print Name

Title

Title

Signature

Signature

Print Name

Print Name

Title

Title

Signature

Signature

Print Name

Print Name

Title

Title

RESOLUTION 73-2020

A RESOLUTION ACCEPTING THE PROPOSAL OF TECH ELECTRONICS INC. FOR PHONE SYSTEM MAINTENANCE AND SUPPORT SERVICES FOR THE MIS DEPARTMENT AT THE ANNUAL RATE OF \$13,476 WITH A \$138.00 HOURLY RATE FOR ADDITIONAL SUPPORT SERVICES (NOT TO EXCEED BUDGETED FUNDS) FOR A TERM OF FIVE YEARS AND AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT.

WHEREAS, a Request for Proposals was developed and proposals were received for Phone System Maintenance and Support Services, and

WHEREAS, a Selection Committee consisting of the Director of Procurement, Director of MIS, Tech Support Specialist, Assistant Director of Procurement, and Procurement Officer/Analyst reviewed the proposals, and

WHEREAS, the Selection Committee recommends Tech Electronics Inc. as the most qualified to provide Phone System Maintenance and Support Services, and

WHEREAS, funds are available in Account #101-1105-415.43.04.

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

SECTION 1. The proposal of Tech Electronics Inc. for Phone System Maintenance and Support Services for the MIS Department at the annual rate of \$13,475 with a \$138.00 hourly rate for additional support services (not to exceeded budgeted funds) for a term of five years is hereby accepted and approved as the most qualified.

SECTION 2. The Mayor is hereby authorized and directed to enter into a contract with Tech Electronics Inc. for Phone System Maintenance and Support Services for the MIS Department at the annual rate of \$13,475 with a \$138.00 hourly rate for additional support services (not to exceeded budgeted funds) for a term of five years.

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

PASSED AND APPROVED THIS 18TH DAY OF JUNE 2020.

Mayor, City of Kirkwood

ATTEST:

City Clerk

Legislation Request

Resolution

Place On The Agenda Of: 6/18/2020

Step #1:

Strategic Plan NO Goal # & Title

Background To Issue:

Phone system and voice mail system hardware and software maintenance.

Recommendations and Action Requested:

Recommend accepting the bid from Tech Electronics as the lowest responsible bid for a 5 year contract.

Alternatives Available:

Does this project have a public information component? Yes No

Cost: \$13,476.00 Account #: 10111054154304 Project #: Budgeted: YES

If YES, Budgeted Amount: \$20,000.00 If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

This is the same company we have been using since the systems were installed in 1994.


BY: Kevin Campe


Date: 6/8/2020

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:

The MIS Department contracts Phone System Maintenance and Support, their current Contract with Tech Electronics is expiring. The Procurement Department solicited a RFP with the MIS Department and the

resulting anticipated agreement will lower the annual maintenance cost by \$900 and set fixed rates for additional work outside of the maintenance agreement not to exceed budgeted funding.

BY: David Weidler

Date: 6/10/2020

Authenticated: weidledc

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



13591 Resolution Letter.pdf
Adobe Acrobat Document
169 KB

 File Attachment

 File Attachment

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

Budgetary Approval

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

Budgetary appropriation is sufficient and available to approve \$13,476 in account 101-1105-415-43-05, Computer maintenance as requested above.

BY: Sandra Stephens

Date: 6/10/2020

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: 6-11-20

June 10, 2020

To: Russell Hawes, Chief Administrative Officer

For Your Consideration: Selection Committee's Recommendation for City of Kirkwood Phone System Maintenance and Support Services, RFP #13591.

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 Director of Procurement to review and recommend to Council a qualified company to provide Phone System Maintenance and Support Services.

On May 1, 2020, a Request for Proposal, RFP #13591, was sent to Fidelity Communications, Fulton Communications, Mid-America Telephone Systems, Inc., Tech Electronics Inc, TSI Technology Solutions, Communication Technologies, Communications Associates, Arcadia Valley Communications, and STL Communications.

On May 22, 2020, proposals were received from Tech Electronics Inc. and Arcadia Valley Communications LLC.

The Selection Committee which consisted of David Weidler, Director of Procurement, Kevin Campe, MIS Director, Jim Kohlfeld, Tech Support Specialist, Sara Foan-Oliver, Assistant Director of Procurement, and Dan Gatti, Procurement Officer/Analyst reviewed the proposals.

An abbreviated scope of services requested included Phone System Maintenance and Support Services for phone equipment and systems in use by the City as specified below:

The City of Kirkwood maintains a Mitel IP Phone System (Approx. 250 Phones). Consultants submitting proposals must demonstrate full capability of providing the complete range of maintenance and support services for the Mitel phone System Equipment and Software as specified below:

- A. Unlimited support calls for phone/voice system performance issues to the Consultant's support staff. Support staff must be available to answer and respond to calls from the City 24 hours a day, 7 days a week.
- B. Provide a dedicated technical help desk at no additional charge for supporting City inquiries regarding system performance and/or remote trouble resolution. Advice and assistance through telephone and e-mail support is available for service related items during the normal business hours (8:00 A.M. to 5:00 P.M. CST.) Monday through Friday excluding statutory holidays. All support must be provided by a Certified MITEL Technician.
- C. On-site maintenance services provided to the City within a four (4) hour time frame from the initial notification of non-working phones by the City.

- D. Consultant shall respond to all other routine maintenance service requests within twenty-four (24) hours of the City's request between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. City will have direct access to an afterhours service dispatch and may request dispatch of the technician.
- E. Consultant must be able to furnish all labor during normal business hours (8:00 A.M. CST to 4:30 CST Monday thru Friday) to perform service repair maintenance on the system.
- F. Any maintenance needs to be done that requires the system to be taken off line must be done after hours. After 6:00 PM CST and before 7:00 AM CST.
- G. All emergency calls must be responded to within 2 hours and a certified MITEL technician must be on site within 3 hours if the problem cannot be fixed remotely.
- H. In the case of a PABX complete failure, the vendor must have the 3300 available on site within 4 hours.
- I. All labor costs to perform required service repair and maintenance on the Mitel system shall be included in Consultant's proposal.
- J. Maintenance shall include an annual inspection and report of the Mitel phone system. Consultant shall provide maintenance service reports as requested by the City.
- K. Provide Customer Service Performance Reports as requested by authorized customer contact. These reports will identify number of service work orders generated and various service performance levels such as average number of trips to complete work orders, service response times, number of service calls, number of service calls per piece of equipment, etc.
- L. Consultant to provide system software upgrades and support for phone system software, including update releases.
- M. Consultant to provide unlimited Mitel system administrator training to designated City staff in the MIS Department.
- N. Maintenance will include replacement parts deemed necessary. All parts will be furnished on an exchange basis and will be new standard parts of equal quality. Exchanged parts removed for the system become the property of the vendor.
- O. Must have an agreement with the MITEL for parts supply, maintenance, and field support, including software and a supply of MITEL's recommended spare parts in their inventory that is located within the St. Louis Area for easy access for the technician.
- P. Consultant must provide an hourly rate and markup/discount percentage for projects or new installations provided outside of this agreement.

The Selection Committee reviewed and evaluated each proposal based on:

- Specialized experience and technical competence of Firm with respect to the type of services required.
- Capacity and capability of Firm to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project.
- Past record of performance of Firm with respect to such factors as control of costs, quality of work, and ability to meet schedules.
- Firm's proximity to and familiarity with the area in which the projects are located.

After review of the qualified companies' proposals to perform these types of services, the Selection Committee is recommending Tech Electronics Inc. to perform Phone System Maintenance and Support Services based on the criteria for the scope listed above. This selected qualified company will provide Full Coverage Maintenance and Support Services for a five (5) year term at a total Cost of \$67,380.00 plus additional support services as required not to exceed budgeted funds. The annual cost is \$13,476.00 with a \$138.00 hourly rate to be used for additional support services as required not to exceed budgeted funds.

The anticipated contract will be five (5) years. Funding for future years will be contingent upon budgetary approval. The five year term price is firm fixed.

Funding is available in account number 101-1105-415.43.04 in the amount of \$20,000.00.

Attached is a request from Kevin Campe, MIS Director, for a resolution authorizing a contract be issued to Tech Electronics Inc. for Phone System Maintenance and Support Services for a five (5) year term at an annual cost is \$13,476.00 with a \$138.00 hourly rate for additional support services.

Respectfully,

Handwritten signature of David Weidler in black ink, including the initials CPPO, CPPB.

David Weidler, CPPO, CPPB
Director of Procurement

RESOLUTION 74-2020

A RESOLUTION ACCEPTING THE BID OF E. MEIER CONTRACTING IN THE AMOUNT NOT TO EXCEED OF \$1,142,426.94 (WHICH INCLUDES A CONTINGENCY OF \$149,012) FOR THE STP 5502(608) GEYER ROAD RESURFACING- PHASE I PROJECT AND AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT.

WHEREAS, pursuant to law, the City obtained bids for the STP 5502(608) Geyer Road Resurfacing – Phase I Project, and

WHEREAS, the most responsible bid received was that of E. Meier Contracting in the not to exceed amount of \$1,142,426.94 (which includes a contingency of \$149,012) 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 #301-1401-600.75.14, Project #PW2105.

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

SECTION 1. The bid of E. Meier Contracting in the amount not to exceed of \$1,142,426.94 (which includes a contingency of \$149,012) for the STP 5502(608) Geyer Road Resurfacing – Phase I Project is hereby accepted and approved.

SECTION 2. The Mayor is hereby authorized and directed to enter into a contract with E. Meier Contracting in the amount not to exceed of \$1,142,426.94 (which includes a contingency of \$149,012) for the STP 5502(608) Geyer Road Resurfacing – Phase I Project.

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

PASSED AND APPROVED THIS 18TH DAY OF JUNE 2020.

Mayor, City of Kirkwood

ATTEST:

City Clerk

Legislation Request

Resolution

Place On The Agenda Of: 5/21/2020

Step #1:

Strategic Plan YES

Goal # & Title Goal 5. Invest for the future through public infrastructure. Object...

Background To Issue:

In 2016, the City of Kirkwood was awarded Surface Transportation Program (STP) grant funds from East West Gateway and MoDOT to resurface Geyer Road from Manchester Road to Adams Avenue, which is known as the STP-5502(608) Geyer Phase I Resurfacing Project . The Engineering Department contracted with Bax Engineering to design plans for the project. The project also includes a Pedestrian Hybrid Beacon at Keysor Elementary, on-street bike accommodations, ADA curb ramps, select curb and sidewalk replacement, and final pavement markings. Bid Advertisements for the project were advertised in the Webster Kirkwood Times, and on MoDOT's website. The City has received approval from MoDOT to move forward for City Council Approval. E Meier Contracting submitted a low bid of \$993,415.

Recommendations and Action Requested:

It is recommended the City Council accept the bid for construction services in the amount of \$993,415 submitted by E. Meier Contracting and authorize an additional amount of \$149,012 in contingency for a total amount of \$1,142,427.

Alternatives Available:

Does this project have a public information component? Yes No

Cost: \$1,142,427.00 Account #: 30114016007514 Project #: PW2105 Budgeted: YES

If YES, Budgeted Amount: \$1,142,427.00 If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

BY: Christopher Krueger


Date: 6/9/2020

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: David Weidler

Date: 6/10/2020

Authenticated: weidledc

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



13483 Resolution Letter.pdf
Adobe Acrobat Document
40.5 KB

📎 File Attachment

📎 File Attachment

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

Budgetary Approval

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

Budgetary appropriation is sufficient and available for \$1,142,427 in account 301-1401-600-75-14, Streets, Project PW2105, Geyer Rd Construction to approve the above request.

BY: Sandra Stephens

Date: 6/10/2020

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: 6-11-20

June 10, 2020

To: Russell B. Hawes, Chief Administrative Officer

For Your Consideration: Geyer Road Resurfacing – Phase 1, Federal Project #STP-5502 (608), Bid #13483.

Sealed bids were publicly opened on April 13th, 2020. The bid tabulation is attached for your reference:

Vendor

E. Meier Contracting	\$993,414.94
Spencer Contracting	\$1,153,953.75
XI Contracting	\$1,184,156.79
Krupp Construction	\$1,247,142.60
Lamke Trenching & Excavating	\$1,283,697.05
Gershenson Construction	\$1,288,799.00

Bid requests were also sent to L. Keeley Construction, Pavement Solutions, West Contracting, J.M. Marschuetz Construction Co., Byrne & Jones Construction, Ford Asphalt Co Inc, Leritz Contracting, and West Asphalt Paving Co.; however they did not submit bids.

The bids were provided to Chris Krueger, City Engineer and Bill Bensing, Public Services Director, for review. It is recommended that the bid be awarded to E. Meier, as their overall pricing is the lowest responsive and responsible bid meeting specifications.

Funding is available in the amount of \$1,142,427.00, Project Number PW2105 in account number 301-1401-600-75.14.

Attached is a request from Chris Krueger, City Engineer, for a resolution authorizing a contract to be issued to E. Meier for Geyer Road Resurfacing – Phase 1, Federal Project #STP-5502 (608) in the amount of \$993,414.94 with a contingency of \$149,012.00 for a total not to exceed value of \$1,142,426.94.

Respectfully,



David Weidler, CPPO, CPPB
Director of Procurement