FINANCE COMMITTEE
Monday, August 30, 2021 3:30 PM
Administration Conference Room, City Hall

Members of the Finance Committee will meet via telephone or video conference. Members of the public interested in this meeting are encouraged to listen in on the meeting via the following – Telephone: (312) 626-6799; Meeting ID: 860 0979 9809; Password: 788006 – rather than appear at City Hall (note: occupancy will be limited).

1. Call to Order

2. Financial Updates

A. City Administrator Approvals

B. 2nd Quarter 2021 Budget Variance Report

3. Action Items

A. Approve the minutes for the July 26, 2021, meeting

B. Approve the 2021 Parkville Economic Development Council Community Partnership Agreement (Administration)

C. Approve a three-year lease extension agreement with the Parkville Economic Development Council for office space at City Hall (Administration)

D. Approve a lease agreement with Southern Platte Fire Protection District for the tornado siren located at Fire Station No. 1 (Public Works)

E. Approve a purchase order with Axiom Instrumentation Services to purchase a dissolve oxygen meter for the wastewater treatment plant (Public Works)

F. Approve a professional services agreement with McClure Engineering for the design of the Platte Landing Park Ballfields project (Public Works)

4. Non-Action Items

A. Quarterly Projects Update

B. Salary Survey Update (Administration)

5. Unfinished Business (postponed from prior meetings)

6. Other Business

7. Adjourn

Posted Date & Time: 8/27/21; 2:15 p.m. By: MM

Parkville Missouri

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: August 6, 2021

Department: Public Works

Low Bidder and Contract Amount:

George Butler Associates, Inc.
9801 Renner Boulevard
Lenexa, KS 66219

$5,000

General Scope of Work Description/Project:

Work Authorization – Route 9 Construction Services (WA-11):

On October 20, 2020, the Board of Aldermen approved an on-call professional services agreement with George Butler Associates (GBA). With the on-call contracts, staff can utilize the services of professional engineers and architects as project needs arise.

George Butler Associates assisted with the design of the Route 9 improvements from Hwy 45 to Lakeview Drive. There is a need to retain them to assist with engineering review services during construction. A larger contract in the amount of $20,000 is being considered by Finance and Board. In the meantime, GBA assisted the City by attending meetings and reviewing submittals. This work authorization reflects the time spent on the project before the larger contract can be approved.

Competitive Purchasing Information: (List bidder, address, and price):

On October 20, 2020, the Board of Aldermen approved an on-call professional services agreement with George Butler Associates.

Project Start Date: 7/1/21 **Estimated Completion Date:** 8/17/21

Budget Account Code: 95-501.04-11-00

Authorization:

☐ City Administrator: ______________ Date: ______________
☐ Department Head: Alysen Abel 8/6/21
☐ Mayor (if applicable): ______________ ______________
☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

WA # 12-2021

Parkville
Missouri

Work Authorization

City of Parkville
Department of Public Works

Preparation date: August 2, 2021

To:
George Butler Associates, Inc.
9801 Renner Boulevard
Lenexa, KS 66219-9745

General Scope of Work Description/Project:

Provide professional engineering services during construction of Rt. 9 Improvements

GBA to provide professional engineering services during construction of Rt. 9 Improvements

Total $5,000

Primary Tasks: (List task and hours):

Estimated Total: $ 5,000.00

Project Start Date: 7/1/21 **Estimated Completion Date:** 8/31/21

Budget Account Code: 95-501.04-15-00

Signature: [signature]
John Cooper, Vice President

Schedule:

Authorization:

☐ City Administrator: Date:
☐ Department Head:
☐ Mayor: Alysen Abel 8/6/21

Parkville Missouri

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: August 25, 2021

Department: Public Works

Low Bidder and Contract Amount:

Aqua Azul
13701 6th Street, Suite C1
Armona, CA 93202

$7,730.00

General Scope of Work Description/Project:

Purchase Order – UV Bulbs and Ballasts:

The wastewater treatment plant includes an ultraviolet building that is used during the peak months (April thru October) as an additional level of disinfection of the treated discharge. The building includes several UV units that contains 40 units for bulbs and ballasts. The equipment needs to be replaced periodically. The last time the equipment was replaced was in 2017.

On April 22, 2021, the City Administrator approved a purchase order in the amount of $5,902.50 to cover the partial purchase of the UV bulbs and ballasts. This purchase order represents the remaining bulbs and ballasts necessary to replace the inefficient materials.

The 2021 Sewer Fund budget includes funding for the replacement of UV bulbs and ballasts. There is capacity in the Building Maintenance line item to cover this expense.

Competitive Purchasing Information: (List bidder, address, and price):

Aqua Azul is the primary provider of the specific bulbs and ballasts for the UV building.

Project Start Date: 8/16/21 **Estimated Completion Date:** 12/31/21

Budget Account Code: 30-501.04-51-00

Authorization:

☐ City Administrator: ______________ Date: ______________
☐ Department Head: Alysen Abel 8/25/21
☐ Mayor (if applicable): ______________ ______________
☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

PURCHASE ORDER
(non-construction)

CITY OF PARKVILLE (PURCHASER)
8880 Clark Avenue
(816) 741-7676

Date: August 16, 2021

Upon proper acceptance, we agree to purchase from you upon terms and conditions set forth below and on the attached pages hereto.

VENDOR: AQUA AZUL
13701 6th Street, Ste. C1
Armona, CA 93202

Phone: 559-589-1430 Fax: 559-589-1185 Website: aquaazul.com

SHIP TO: 12303 NW FF Highway, Parkville, MO 64152

INVOICE TO: Bob Kerbs, 8880 Clark Ave., Parkville, MO 64152

ALL MATERIAL SHALL BE DELIVERED TO PURCHASER FREIGHT PREPAID, UNLESS OTHERWISE SPECIFIED BELOW.

Vendor agrees to furnish following goods in accordance with the terms and provisions of this Purchase Order Agreement consisting of 6 pages including attachments. Purchaser agrees to pay the total sum of **SEVEN THOUSAND SEVEN HUNDRED THIRTY DOLLARS AND NO/100 ($7,730.00)** for such materials, subject to any additions or deductions agreed upon in writing. **Freight charges are included in purchase price and sales taxes will not be charged to the Purchaser as a tax exempt entity. Purchaser will provide Vendor with a Tax Exemption Certificate upon request.** Payment is to be made within thirty (30) days after delivery of goods and receipt of invoice. This purchase order is only valid through December 31, 2021.

ITEMS:	SCHEDULE OF DELIVERY:
60 Ultraviolet Lamps @ $60 ea. 60 Quartz Sleeve 69" Long Open One End 60 Wiper Rings @ $2.25 ea. 1 Ultraviolet Sensor for wastewater @ $390 20 LED Green Lights @ $6.00 2 Actuator Valves @ $120.00 40 Davis Connector Caps Kit @ $6.75 Crating Fee @ $225.00 Shipping @ $300.00 Total: $7,730.00 See Attachment "A" – Terms and Conditions See Attachment "B" – Insurance Requirements See Attachment "C" - Quote	F.O.B. 12303 NW FF Highway, Parkville, MO 64152 Contact Bob Kerbs @ 816-891-0003 at least 24 hours in advance to schedule delivery

NOTE: **All Terms and Conditions for Purchase Order attached hereto are incorporated herein by reference and made a part of this Purchase Order.** Vendor's signature and return of this document as presented, or its delivery of any of the items covered by this Purchase Order, shall constitute acceptance of all of its terms and conditions. If this Purchase Order is not signed and returned to Purchaser within ten (10) days of the date stated on page 1 above, however, it may be deemed voidable at the option of Purchaser. Payment shall not be due until Vendor has furnished Purchaser, with the required Certificates of Insurance and any other documents required by Purchaser.

All terms in any offer, bid, order acknowledgement or other document that are inconsistent with the terms stated herein are explicitly rejected and not a part of this Purchase Order.

CITY OF PARKVILLE, MISSOURI. ("Purchaser")	**AQUA AZUL ("Vendor")**
By:__________	**By:** Exaul Martin
Title: Joe Parente, City Administrator	**Title:** EXAUL Martin AquaAzul Sales Manager
Date:__________	**Date:** 8/17/21

Alyson Makel
8/25/21

DB04/0832356.0002/11300728.1 WP08

Attachment "A"

TERMS AND CONDITIONS FOR CITY OF PARKVILLE PURCHASE ORDER

1. **Packing and Shipping.** Purchaser reserves the right to inspect the goods at any time prior to shipment as well as upon delivery, but neither delivery nor inspection of goods shall constitute acceptance of them

2. **Work, Liens and Waivers**: Vendor agrees both to deliver the material to Purchaser and to perform the work free and clear of all claims, encumbrances or liens. Further if at any time there is evidence of any lien associated with the items delivered, Purchaser shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify against such invoice, bill, lien or claim.

3. **Insurance.** Vendor shall maintain liability and other insurance as set forth on Attachment "B" in amounts, with coverage and in companies satisfactory to Purchaser.

4. **Warranties.** (a) Vendor warrants that all work and material will be free from defects, of good quality and workmanship, suitable for their intended purposes and in strict accordance with all requirements of Purchaser, and will meet all capacities, functional tests and criteria required in them. (b) All manufacturers' warranties shall be assignable to Purchaser. (c) Vendor shall furnish to Purchaser all material safety data sheets (MSDS) relevant to items furnished hereunder.

5. **Time is of the Essence.** Vendor agrees to perform the work and furnish the goods called for as stated above by Purchaser.

6. **Indemnification**: Vendor agrees to indemnify, defend and hold harmless Purchaser from and against all claims, damages, losses, causes of action and expenses (i) arising out of injury to (including death of) any persons or damage to property alleged to have been caused in whole or in part by any act or omission of Vendor, its agents, employees, sub-subcontractors, Vendors or invitees, and (ii) arising out of (a) any alleged defects or failures in Vendor's products; (b) all tax liabilities of Vendor; (c) any infringement of patent, trademark or trade secrets; and (d) any mechanic's liens or payment bond claims by those claiming payments owed by Vendor. Vendor shall defend all suits brought against Purchaser on account of any such claims of liability, shall pay any settlements made or judgments rendered with respect thereto, and shall reimburse and indemnify Purchaser for all expenses, including court costs and reasonable attorneys' fees, incurred by Purchaser. The obligations set forth in this paragraph are continuing and shall survive occupancy, completion of the construction project, termination of the Purchase Order, acceptance of work, or final payment to Vendor.

7. **Changes**: Purchaser reserves the right to order changes in writing in the goods required hereunder and this Purchase Order shall be modified accordingly. No change shall be made in this Purchase Order without such written order and no claim of payment by Vendor for extras will be allowed unless such payment and such extra goods are agreed to in writing by Purchaser.

8. **Remedies:** If Vendor shall fail to perform in a timely manner, Purchaser may (in addition to all other rights) demand immediate cure of Vendor's default, correct Vendor's default, or obtain conforming goods elsewhere at Vendor's expense. In any case, Purchaser shall be entitled to recoup from Vendor all its loss, cost and expense incurred as a result of Vendor's default, including replacement of such defective work and damage to other work, and shall perform Vendor's warranty with respect thereof.

9. **Disputes**: Vendor agrees that all disputes under this Purchase Order shall be resolved in the Circuit Court of Platte County, Missouri or the U.S. District Court for the Western District of Missouri. This Purchase Order shall be construed under the laws of the State of Missouri.

10. **Pricing**: If price is omitted on this Purchase Order and not otherwise agreed to in writing, then the price to apply hereto will be the prevailing market price at (a) time of order or (b) time of delivery, whichever is less.

11. **Termination**: Purchaser by written notice to Vendor may at any time terminate and cancel this P.O. with respect to materials which remain undelivered on the date of such notice. In the event of such cancellation, Vendor shall promptly stop all work called for by this Purchase Order, and Purchaser's responsibility to Vendor is limited to paying Vendor for all goods delivered as of the date of termination. Other than as specifically provided for herein, Vendor shall not be entitled to claim or recover damages, restocking fees, or loss of profits from Purchaser on account of any such cancellation, delays suffered by Vendor, irrespective of cause, or the rejection by Purchaser of any goods shipped under this Purchase Order.

12. **Assignment**: Vendor may not assign or transfer this Purchase Order or any part hereof without the prior written consent of Purchaser.

13. **This Purchase Order is the final and integrated agreement of the parties, superseding all negotiations and prior agreements of the parties.**

ATTACHMENT "B"

INSURANCE REQUIREMENTS

1. Vendor agrees to procure and carry, at its sole cost, until completion of this Purchase Order and all applicable warranty periods, all insurance, with identical limits of liability and scope of coverages, as set forth below; provided, however:

1.1 All insurance is to be issued by companies and with liability limits acceptable to Purchaser.

1.2 Purchaser reserves the right to review certified copies of any and all insurance policies to which this Purchase Order is applicable.

1.3 Insurance certificates, written on a standard ACORD form, **and a copy of the additional insured endorsement,** must be received by Purchaser prior to any payment by Purchaser or delivery of goods.

2. Such insurance shall include the following terms and conditions:

2.1 All coverages obtained by Vendor, except professional liability if applicable, shall be on an occurrence policy form and not on a claims made policy form.

2.2 The cost of defense of claims shall not erode the limits of coverage furnished.

2.3 Advance notice of cancellation. All insurance certificates will state that all coverages are in effect and will not be canceled without thirty (30) days' prior written notice to Purchaser and other required additional insureds (except for non-payment of premium, for which at least ten (10) days advance notice shall be given to Purchaser) of such insurance and shall contain an endorsement stating the insurers agreement to provide such notice, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms, such as ACORD forms. **A copy of the Notice of Cancelation Endorsement must be furnished to Purchaser prior to delivery of goods.**

2.4 Severability of Interest. All insurance carried shall be endorsed to provide that, inasmuch as this policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.

2.5 Commercial General Liability Insurance. Vendor shall obtain and maintain Commercial General Liability Insurance, on an occurrence form for the hazards of contractual liability insuring the indemnities set forth in the Purchase Order, including personal injury, death and property damage.

2.6 Excess Liability. Vendor shall maintain Excess Liability coverage on an umbrella form with minimum limits of $1,000,000.00 per occurrence and $1,000,000.00 aggregate.

2.8 Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers thereunder against Purchaser and all its assigns, subsidiaries, affiliates, employees, insurers and underwriters. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged.

2.9 Additional Insureds. Purchaser shall be included as additional insureds under Vendor's furnished insurance, for ongoing and completed operations, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/12), under the commercial general liability policy. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING.

2.10 Insurance Primary. All policies of insurance provided pursuant to this article shall be written as primary policies, and not in excess of the coverage of the indemnitee's insurance.

3. No Limitation of Liability. The required coverages referred to and set forth herein shall in no way affect, nor are they intended as a limitation on, Vendor's liability with respect to its performance of this Purchase Order.

4. Patent Liability. Vendor shall protect, defend and save Purchaser harmless from any liability, including costs and expenses, for, or on account of, any patented or unpatented invention, article or appliance manufactured or used in the performance of this Purchase Order, including their use by Owner and further agrees to pay all loss and expense incurred by Purchaser by reason of any such claims or suits, including attorneys' fees.

5. Professional Liability. If any design or other professional services are included in the Purchase Order, Vendor shall purchase, and maintain for a period of three years after the date of Final Completion, insurance covering claims arising out of the performance or furnishing of Design or Professional Services and for claims arising out of allegations of errors, omissions or negligent acts in connection with the Purchase Order. The policy shall be at least as broad as the coverage provided in Design Liability Policy, Member Companies of CNA Insurance, Form G-115692-A (Ed 02/96), with a minimum limit of $1,000,000 per occurrence and $2,000,000 aggregate.

5.1. Vendor shall require each designer providing design services engaged by Vendor to provide identical coverage.

aquaazul
Disinfection at the speed of light

13701 6th Street Ste. C1,
Armona, CA 93202
Billing: P.O. Box 337,
Armona, CA 93202

QUOTE # 4212

To:

Name	BOB KERBS
Company Name	Alliance Water
Street Address	8880 Clark Avenue
City, State, Zip	Parkville MO 64152
Phone No.	816-891-0003
Fax No.	816-891-0187
E-mail Address	bkerbs@alliancewater.com

Issue Date	August 11, 2021
Quote Prepared By	Exaul Martin
Expiration Date	90 Days
Phone No. & Ext.	559-589-1430
Reference No.	Phone
Anticipated Purchase Date	ASAP
Project	Parkville MO WWTP

Payment Terms	Net 30 2%

Order Lead Time	Will be in contact
Freight Terms - FOB Armona, CA.	

Model #	Quantity	Description	Unit Price	Total
L-1-941-HO-N	60	Ultraviolet Lamps	$60.00	$3,600.00
Q-6-1753-TT	60	Quartz Sleeve 69" Long Open One End Vertical Mount	$40.00	$2,400.00
W-8-119	60	Wiper Rings	$2.25	$135.00
15-216A-WW	1	Ultraviolet Sensor for wastewater	$390.00	$390.00
H-4-172-2-N	2	2 wire harness for Ultraviolet lamp	$25.00	$50.00
P-1-462-1	20	LED Green Lights	$6.00	$120.00
STC Actuator Valve	2	Actuator Valve	$120.00	$240.00
Quartz Sleeve holder	40	Davis connector caps kit	$6.75	$270.00
			Crating Fee	$225.00
			Shipping	$300.00

Quote valid for 90 days from issue date. All monetary units expressed in US$

Aqua Azul has recommended/specified equipment based on information presented by the purchaser. Aqua Azul Corp. will not be held responsible for the performance of the equipment after equipment modifications have been made or due to improper installation.

THANK YOU FOR YOUR BUSINESS!

Phone: 559.589.1430 Fax: 559.589.1185 Website: aquaazul.com

Parkville
Missouri

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: August 25, 2021

Department: Public Works

Low Bidder and Contract Amount:

FTC Equipment LLC
5238 Winner Road
Kansas City, MO 64127

$3,900.00

General Scope of Work Description/Project:

Work Authorization #89 – Aeration Basin:

The wastewater treatment plant includes aeration basins equipped with mixers to incorporate air into the wastewater treatment processes. The air allows the microorganisms to thrive, assisting with the wastewater process. The mixer requires repairs to run the plant more efficiently.

There have been several issues with the blowers over the past couple of months. FTC needed to be on-site several times in order to service the aeration blowers to make sure they were working properly. This work authorization includes several repairs over the course of time to make such repairs.

The 2021 Sewer Fund budget includes funding for building maintenance. Although this line item is over budget, there are budget savings in other areas of the Sewer Fund to cover this expense.

Competitive Purchasing Information: (List bidder, address, and price):

On February 22, 2021, the Board of Aldermen approved an on-call pump maintenance contract with FTC Equipment to maintain the pumps in the City's system.

Project Start Date: 6/15/21 **Estimated Completion Date:** 8/2/21

Budget Account Code: 30-501.06-01-00

Authorization:

☐ City Administrator: ______________________ Date: ______________
☐ Department Head: Alysen Abel 8/25/21
☐ Mayor (if applicable): ______________________ ______________
☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

Parkville Missouri

CITY OF PARKVILLE • 8880 Clark Avenue • Parkville, MO 64152 • (816) 741-7676 • FAX (816) 741-0013

Work Authorization #89 -2021

Date:	August 2, 2021
Issued to:	FTC Equipment, LLC 5238 Winner Road Kansas City, MO 64127
Project/Work Description Title:	WWTF Troubleshoot Blower Field Service Call
Scope of Work/Purpose:	WWTF Blower – Invoice No. 14707

Schedule and Price

- See attached order acknowledgement for price breakdown

Total **$3,900.00**

Project Start Date:	June 15, 2021
Estimated Completion Date:	August 3, 2021
Latest Acceptable Date:	August 3, 2021
Estimated Cost:	$3,900.00
Expenditure Limit:	$3,900.00
Budget Account Code:	30-501.06-01-00

Acceptance of this work authorization constitutes agreement to perform the work described above in accordance with the City of Parkville Terms and Conditions for maintenance projects.

Name/Title: Angie Schlitzer / Operations Mgr Signature: Angie Schlitz

Company: FTC Equipment, LLC Date: 8/23/21

Authorization

Department Head: Alysen Abel Date: 8/25/21

Alysen Abel, Public Works Director

City Administrator (if over $2,500): Date:

Joe Parente, City Administrator

Mayor (if over $10,000): Date:

Nanette K. Johnston

For Internal Staff Use Only
(Initial each item and file with executed work authorization)
___ Employment Eligibility Status Verification (if the cost exceeds $5,000)
_x_ Certificate of Insurance that demonstrates compliance with the Terms and Conditions
_x_ Valid business license

FTC Equipment, LLC
5238 Winner Road
Kansas City, MO 64127

Phone: 816-833-7200
Fax: 816-833-1074

Invoice

Date	Invoice #
8/2/2021	14707

Bill To	Ship To
City of Parkville Attn: Accounts Payable 8880 Clark Avenue Parkville, MO 64152	City of Parkville WWTP 12303 NW FF Highway Parkville, MO 64152

P.O. No.	Terms	Due Date	Rep	Ship Via	FOB	S/N	W/O Number
Alysen Abel	Net 30	9/1/2021	MAS	Service	Factory	S500449 / S621317	WK002134

Quantity	U/M	Item	Description	Unit Price	Amount
			6/15/2021 - Field Service Call to troubleshoot blower (leaking) - Arrived at the job site. Found a leak in the oil line on the fitting on the gear side of the blower. Pulled the shroud off of the blower enclosure to tighten the fitting. Once it was tightened, it was filled back up with oil. There were no more leaks present. The blower was put back into operation. Cleaned up the job site.		
2.5	HR	Labor-MO-CB	Labor-MO	100.00	250.00
2.5	HR	Labor-MO-LR	Labor-MO	100.00	250.00
1		Truck	Service Truck Charge	150.00	150.00
1		MLS	Materials, Lubes, Solvents & Supplies	50.00	50.00
			6/24/2021 - Field Service Call to troubleshoot leaking blower. - Arrived at the plant to troubleshoot the blower that was leaking oil. Shut the equipment down and locked out the blower. Removed the belts and sheaves to reach the oil fittings. Removed the fittings and found that one of the oil hoses had a tear in it. The customer had a spare so we ran a new hose. Then put pipe dope on the threads and put back together tight! Installed the sheave and belt back on, then used the sheave aligner to make sure that everything was straight. Performed the same actions to the back side oil fittings. Put everything back together and the topped oil off. Test ran the blower and checked for any leaks. No leaks were present. Cleaned up the job site.		
5.75	HR	Labor-MO-CB	Labor-MO	100.00	575.00

We appreciate the opportunity to be of service to you!

Subtotal	
Sales Tax (8.85%)	
Total	

Please remit to: FTC Equipment, LLC
5238 Winner Road
Kansas City, MO 64127

FTC Equipment, LLC
5238 Winner Road
Kansas City, MO 64127

Phone: 816-833-7200
Fax: 816-833-1074

Invoice

Date	Invoice #
8/2/2021	14707

Bill To	Ship To
City of Parkville Attn: Accounts Payable 8880 Clark Avenue Parkville, MO 64152	City of Parkville WWTP 12303 NW FF Highway Parkville, MO 64152

P.O. No.	Terms	Due Date	Rep	Ship Via	FOB	S/N	W/O Number
Alysen Abel	Net 30	9/1/2021	MAS	Service	Factory	S500449 / S621317	WK002134

Quantity	U/M	Item	Description	Unit Price	Amount
			Facility: WWTP Location: Aeration Basin Equipment Removed: Gardner Denver Model RBS55LHBD, SN: S500449 Equipment Installed: Gardner Denver Model RBS55LHBD, SN: S621317 6/12/2021 - Field Service Call to troubleshoot blower (making noise). - Arrived at the job site. The blower was shut off, we checked over everything and it all looked okay. The customer started the blower up. It started and ran as it should. We let it run for awhile and it never made any noises. Checked the temperature and it was performing at a good temperature. Continued to monitor it and everything was functioning properly. Cleaned up the job site.		
4	HR	Labor-MO-KA	Labor-MO - Saturday Call	150.00	600.00
4	HR	Labor-MO-LR	Labor-MO - Saturday Call	150.00	600.00
1		Truck	Service Truck Charge	150.00	150.00
1		MLS	Materials, Lubes, Solvents & Supplies	50.00	50.00

We appreciate the opportunity to be of service to you!

Subtotal	
Sales Tax (8.85%)	
Total	

Please remit to: FTC Equipment, LLC
5238 Winner Road
Kansas City, MO 64127

FTC Equipment, LLC
5238 Winner Road
Kansas City, MO 64127

Phone: 816-833-7200
Fax: 816-833-1074

Invoice

Date	Invoice #
8/2/2021	14707

Bill To
City of Parkville Attn: Accounts Payable 8880 Clark Avenue Parkville, MO 64152

Ship To
City of Parkville WWTP 12303 NW FF Highway Parkville, MO 64152

P.O. No.	Terms	Due Date	Rep	Ship Via	FOB	S/N	W/O Number
Alysen Abel	Net 30	9/1/2021	MAS	Service	Factory	S500449 / S621317	WK002134

Quantity	U/M	Item	Description	Unit Price	Amount
5.75	HR	Labor-MO-LR	Labor-MO	100.00	575.00
1		Truck	Service Truck Charge	150.00	150.00
1		MLS	Materials, Lubes, Solvents & Supplies	50.00	50.00
			6/25/2021 - Field Service Call to troubleshoot blower (making noise) - Arrived at the job site and blower 2 was ran. After reaching its full speed the blow off pressure release valve was opening causing a loud popping sound. The valve was disassembled and resealed. The tension was also adjusted and tested to ensure a proper seat. The blow off valve was reinstalled, the belt tension and alignment were checked. The blower was placed back into operation and ran for 40 minutes without issue. The temperature was monitored and the discharge PSI was recorded. Both of the blowers were ran in unison, and the pressure did not increase more than a few PSI, however the air flow to the basins increased. Informed the customer to closely monitor the system. If the blowers are rotated for operation and one is started, the blower that is shut down will run backwards until the discharge valve is shut to the blower not running.		
4.5	HR	Labor-MO-KA	Labor-MO	100.00	450.00
4.5	HR	Labor-MO-RR	Labor-MO	100.00	450.00
1		Truck	Service Truck Charge	150.00	150.00
1		MLS	Materials, Lubes, Solvents & Supplies	50.00	50.00

We appreciate the opportunity to be of service to you!

Subtotal	
Sales Tax (8.85%)	
Total	

Please remit to: FTC Equipment, LLC
5238 Winner Road
Kansas City, MO 64127

FTC Equipment, LLC
5238 Winner Road
Kansas City, MO 64127

Phone: 816-833-7200
Fax: 816-833-1074

Invoice

Date	Invoice #
8/2/2021	14707

Bill To	Ship To
City of Parkville Attn: Accounts Payable 8880 Clark Avenue Parkville, MO 64152	City of Parkville WWTP 12303 NW FF Highway Parkville, MO 64152

P.O. No.	Terms	Due Date	Rep	Ship Via	FOB	S/N	W/O Number
Alysen Abel	Net 30	9/1/2021	MAS	Service	Factory	S500449 / S621317	WK002134

Quantity	U/M	Item	Description	Unit Price	Amount
			6/26/2021 - Field Service Call to troubleshoot blower - Saturday Call - Arrived at the job site. The blower controls were showing an enclosure high temp alarm, however the blower was still at ambient temperature and had not been running since the day before. The thermostats were disassembled and inspected for loose wires. The thermostats are not functioning which is preventing the blower from running. The thermostats were temporarily bypassed in ordered to get the blower running again. The blower was placed back into operation. The temperature was monitored the blower ran at 190• at the discharge and maintained that temperature. Cleaned up the job site.		
4	HR	Labor-MO-KA	Labor-MO - Saturday Call	150.00	600.00
4	HR	Labor-MO-TA	Labor-MO - Saturday Call	150.00	600.00
1		Truck	Service Truck Charge	150.00	150.00
1		MLS	Materials, Lubes, Solvents & Supplies	50.00	50.00
			6/28/2021 - Field Service Call to install fittings. - Arrived at the job site to clean up the oil dry used on the previous call and to install fitting on the blower to connect to the hose. Vacuumed all of the oil dry and disposed of it. Three tapped fitting were installed and connected to the hose and clamp. Started the blower back up. Cleaned up the job site.		
1.5	HR	Labor-MO-CB	Labor-MO	100.00	150.00
1.5	HR	Labor-MO-LR	Labor-MO	100.00	150.00
1		Truck	Service Truck Charge	150.00	150.00

We appreciate the opportunity to be of service to you!	**Subtotal**
	Sales Tax (8.85%)
Please remit to: FTC Equipment, LLC 5238 Winner Road Kansas City, MO 64127	**Total**

FTC Equipment, LLC
5238 Winner Road
Kansas City, MO 64127

Phone: 816-833-7200
Fax: 816-833-1074

Invoice

Date	Invoice #
8/2/2021	14707

Bill To	Ship To
City of Parkville Attn: Accounts Payable 8880 Clark Avenue Parkville, MO 64152	City of Parkville WWTP 12303 NW FF Highway Parkville, MO 64152

P.O. No.	Terms	Due Date	Rep	Ship Via	FOB	S/N	W/O Number
Alysen Abel	Net 30	9/1/2021	MAS	Service	Factory	S500449 / S621317	WK002134

Quantity	U/M	Item	Description	Unit Price	Amount
1	EA	Job Supplies	To include; Hose Clamps & Hose Barb	12.55	12.55
1		MLS	Materials, Lubes, Solvents & Supplies	50.00	50.00
1	EA	Credit	Customer Loyalty Credit for Field Service Calls performed on 6/15/2021, 6/24/2021 & 6/28/2021.	-2,562.55	-2,562.55

We appreciate the opportunity to be of service to you!

A convenience fee of 4% will be added to all credit card orders. Accounts not paid within terms are subject to a 1.5% monthly finance charge.

Please remit to: FTC Equipment, LLC
5238 Winner Road
Kansas City, MO 64127

Subtotal	$3,900.00
Sales Tax (8.85%)	$0.00
Total	$3,900.00

Parkville Missouri

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: August 25, 2021

Department: Public Works

Low Bidder and Contract Amount:

McConnell & Associates
1225 Iron Street
North Kansas City, MO 64116

Credit of $4,000

General Scope of Work Description/Project:

Pocket Park Frontage Improvements (Change Order #1):

On April 20, 2021, the Board of Aldermen approved a construction agreement with McConnell & Associates for the Pocket Park Frontage Improvements. The improvements includes reconstruction of curb and sidewalk. It also includes the installation of safety bollards along the frontage of the park. The original contract included the installation of decorative bollards. Based on continued discussion about the design of the bollards, staff determined that installing decorative landscape pots would be the best alternative.

On July 22, 2021, the City Administrator approved a purchase order with Petersen Manufacturing Co for the landscape pots that would fit over the bollard sleeve.

This Change Order with McConnell & Associates is a credit to the original contract, in roughly the same amount as the purchase order with Petersen Manufacturing.

Competitive Purchasing Information: (List bidder, address, and price):

McConnell & Associates was the low bidder following a competitive bidding process.

Project Start Date: 7/13/21

Estimated Completion Date: 10/31/21

Budget Account Code: 41-560.52-50-00

Authorization:

☐ City Administrator: ____________________ Date: ____________

☐ Department Head: Alysen Abel ____________ 8/25/21

☐ Mayor (if applicable): ____________________ ____________

☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

Change Order 1

PROJECT (*Name and address*):
2021 Pocket Park Sidewalk & Curb Modifications

CHANGE ORDER NUMBER: 1
DATE: 7/13/2021

TO CONTRACTOR (*Name and Address*):
McConnell & Associates
1225 Iron Street
North Kansas City, MO 64116

PROJECT NO.: ____________
CONTRACT DATE: 4/20/201

THE CONTRACTOR IS CHANGED AS FOLLOWS:

The original Contract Sum was	$ 38,745.00
The net change by previously authorized Change Orders	$ 0.00
The Contract Sum prior to this Change Order was	$ 38,745.00
The Contract Sum will be decreased by this Change Order in the amount of	$ 4,000.00
The new Contract Sum including this Change Order will be	$ 34,745.00

Remove the decorative bollards as indicated in the agreement and install pipe bollards as indicated on attached drawings dated 6/22/2021. There was a deduction in price for the installation of the bollards.
The Contract Time will be increased by zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

This Change Order represents a complete and final resolution of all matters concerning or arising out of the work described in the Change Order, including any impact, delay, disruption and/or acceleration of work unless specifically identified herein.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

McConnell & Associates	City of Parkville
CONTRACTOR (*Firm name*)	**OWNER** (*Firm Name*)
1225 Iron Street, NKC, MO 64116	8880 Clark Ave., Parkville, MO 64152
ADDRESS	**ADDRESS**
BY (*Signature*)	**BY** (*Signature*)
Sam Randall	Joe Parente, City Administrator
(*Typed name*)	(*Typed name*)
7/14/2021	
DATE	**DATE**

Alysen Makal
8/25/21

DB04/0832356.0002/10775024.1 WP08

BUDGET VARIANCE REPORT
General Fund Expenses
As of 6/30/2021

Expenditures	2020 Budget	2020 YTD as of 6/30/2020	2020 % of Budget	2020 Total Expenditures	2021 Budget	2021 YTD as of 6/30/2021	2021 % of Budget	Budget Remaining	Avg Monthly Expense	Projected 2021 Expenditures	Projected (Over)/Under
Administration											
Personnel	607,154	282,593	47%	559,867	626,832	274,812	44%	352,020	45,802	563,624	63,208
Insurance	207,618	162,079	78%	193,409	217,195	177,901	82%	39,294	29,650.17	217,195	-
Utilities	75,500	36,106	48%	94,332	89,976	31,821	35%	58,155	5,303.50	89,976	-
Capital Expenditures	624	312	50%	624	624	(433)	-69%	1,057	(72.17)	(866)	1,490
Office Expenditures	7,550	2,027	27%	8,412	7,250	1,671	23%	5,579	278.50	3,342	3,908
Maintenance	44,450	17,454	39%	32,521	45,150	14,785	33%	30,365	2,464.17	29,570	15,580
City Services	10,400	8,439	81%	11,887	10,600	5,930	56%	4,670	988.33	11,860	(1,260)
Professional Fees	308,800	54,612	18%	338,880	370,240	121,177	33%	249,063	20,196.17	350,000	20,240
Other Expenditures	117,600	84,673	72%	121,554	20,400	2,207	11%	18,193	367.83	4,414	15,986
Operating Expenses	**1,379,696**	**648,295**	**47%**	**1,361,486**	**1,388,267**	**629,871**	**45%**	**758,396**	**104,978.50**	**1,269,115**	**119,152**
Police											
Personnel	1,156,896	519,485	45%	1,061,121	1,284,101	558,518	43%	725,583	93,086	1,117,036	167,065
Insurance	214,067	138,994	65%	224,374	262,312	149,523	57%	112,789	24,920.50	189,118	73,194
Utilities	6,000	1,859	31%	5,541	6,000	1,181	20%	4,819	196.83	2,362	3,638
Office Expenditures	26,750	863	3%		28,150	4,543	16%	23,607	757.17	9,086	19,064
Maintenance	68,300	13,383	20%	14,752	69,300	11,098	16%	17,052	1,849.67	22,196	5,954
City Services	8,700	860	10%	37,457	8,700	2,342	27%	66,958	390.33	4,684	64,616
Other Expenditures	1,850	-	0%	1,496	1,850	-	0%	8,700	-	1,500	7,200
Operating Expenses	**1,482,563**	**675,444**	**46%**	**1,344,740**	**1,660,413**	**727,205**	**44%**	**933,208**	**121,201**	**1,345,982**	**340,731**
Municipal Court											
Personnel	129,126	59,980	46%	120,948	128,344	50,891	40%	77,453	8,482	101,782	26,562
Insurance	14,046	12,337	88%	17,429	18,835	6,612	35%	12,223	1,102.00	13,003	5,832
Utilities	120	-	0%	120	120	-	0%	120	-	-	120
Office Expenditures	4,800	309	6%	3,079	5,000	124	2%	4,626	20.67	248	4,502
Maintenance	3,750	84	2%	7,574	4,750	152	3%	14,998	25.33	3,008	12,142
City Services	15,150	5,679	37%	160	15,150	3,003	20%	(2,503)	500.50	6,006	(5,506)
Other Expenditures	500	-	0%	-	500	-	0%		-	-	
Operating Expenses	**167,492**	**78,389**	**47%**	**149,310**	**172,699**	**60,782**	**35%**	**111,917**	**10,130**	**124,047**	**43,652**

BUDGET VARIANCE REPORT
General Fund Expenses
As of 6/30/2021

	------------------- 2020-------------------				------------------- 2021 -------------------				-------------------		
Expenditures	**Budget**	**YTD as of 6/30/2020**	**% of Budget**	**2020 Total Expenditures**	**Budget**	**YTD as of 6/30/2021**	**% of Budget**	**Budget Remaining**	**Avg Monthly Expense**	**Projected 2021 Expenditures**	**Projected (Over)/Under**
Public Works											
Personnel	242,232	103,603	43%	215,527	234,954	110,878	47%	124,076	18,480	221,756	13,198
Insurance	29,660	14,811	50%	29,201	32,145	17,704	55%	14,441	2,950.67	35,408	(3,263)
Utilities	650	316	49%	712	700	278	40%	422	46.33	556	144
Office Expenditures	1,400	346	25%	1,629	1,400	20	1%	1,380	3.33	40	1,360
Maintenance	3,500	1,472	42%	5,945	3,500	3,072	88%	428	512.00	3,180	320
Professional Fees	40,000	8,890	22%	31,547	40,000	3,734	9%	36,266	622.33	7,468	32,532
Other Expenditures	500	129	26%	312	500	30	6%	470	5.00	60	440
Operating Expenses	**317,942**	**129,567**	**41%**	**284,874**	**313,199**	**135,716**	**43%**	**177,483**	**22,619**	**268,468**	**44,731**
Community Development											
Personnel	281,663	125,072	44%	266,123	318,287	150,631	47%	167,656	25,105	301,262	17,025
Insurance	24,608	10,759	44%	22,328	22,275	17,859	80%	4,416	2,976.50	35,718	(13,443)
Utilities	1,600	484	30%	1,488	1,600	268	17%	1,332	44.67	536	1,064
Office Expenditures	4,000	3,841	96%	6,170	3,650	473	13%	3,177	78.83	946	2,704
Maintenance	2,000	452	23%	1,505	1,500	937	62%	563	156.17	1,874	(374)
City Services	5,000	136	3%	257	5,000	2,041	41%	2,959	340.17	4,082	918
Professional Fees	8,700	2,676	31%	3,741	6,700	5,450	81%	1,250	908.33	10,900	(4,200)
Other Expenditures	300	57	19%	441	300	719	240%	(419)	119.83	1,438	(1,138)
Operating Expenses	**327,871**	**143,477**	**44%**	**302,053**	**359,311**	**178,378**	**50%**	**180,933**	**29,730**	**356,756**	**2,555**
Street Department											
Personnel	340,218	147,916	43%	303,186	349,804	180,319	52%	169,485	30,053	360,638	(10,834)
Insurance	69,581	52,006	75%	72,733	80,075	63,221	79%	16,854	10,536.83	61,594	18,481
Utilities	16,800	5,452	32%	13,135	17,000	4,133	24%	12,867	688.83	8,266	8,734
Office Expenditures	11,000	2,769	25%	9,861	11,000	2,266	21%	8,734	377.67	4,532	6,468
City Services	26,835	8,617	32%		28,900	16,096	56%	12,804	2,682.67	32,192	(3,292)
Other Expenditures	250	-	0%	21,472	-			-	-	-	-
Operating Expenses	**464,684**	**216,760**	**47%**	**420,387**	**486,779**	**266,035**	**55%**	**220,744**	**44,339**	**467,222**	**19,557**
Parks Department											
Personnel	213,752	102,255	48%	219,024	229,329	108,135	47%	121,194	18,023	216,270	13,059
Insurance	39,843	28,520	72%	46,257	51,750	33,925	66%	17,825	5,654.17	36,270	15,481
Utilities	32,300	5,167	16%	24,466	33,300	5,214	16%	28,086	869.00	10,428	22,872
Office Expenditures	28,775	12,293	43%	34,596	33,075	10,381	31%	22,694	1,730.17	20,762	12,313
Maintenance	47,500	17,572	37%	56,817	53,000	14,703	28%	38,297	2,450.50	29,406	23,594
City Services	45,200	19,020	42%	44,248	49,200	22,912	47%	26,288	3,818.67	45,824	3,376
Other Expenditures	1,000	(14)	-1%	221	1,000	-	0%	1,000	-	-	1,000
Operating Expenses	**408,370**	**184,813**	**45%**	**425,630**	**450,654**	**195,270**	**43%**	**255,384**	**32,545**	**358,960**	**91,695**

BUDGET VARIANCE REPORT
General Fund Expenses
As of 6/30/2021

	2020				2021						
Expenditures	**Budget**	**YTD as of 6/30/2020**	**% of Budget**	**2020 Total Expenditures**	**Budget**	**YTD as of 6/30/2021**	**% of Budget**	**Budget Remaining**	**Avg Monthly Expense**	**Projected 2021 Expenditures**	**Projected (Over)/Under**
Nature Sanctuary											
Personnel	38,809	20,797	54%	41,763	46,310	21,774	47%	24,536	3,629	43,548	2,762
Insurance	-	-		2,244	5,273	1,974	37%	3,299	329.00	3,948	1,325
Office Expenditures	7,105	714	10%	4,617	4,390	801	18%	3,589	133.50	1,602	2,788
Maintenance	7,350	804	11%	2,987	5,625	670	12%	4,955	111.67	1,340	4,285
City Services	100	-	0%		50	-	0%	50	-	-	50
Other Expenditures	500	-	0%	21	250	15	6%	235	2.50	30	220
Operating Expenses	**53,864**	**22,315**	**41%**	**51,632**	**61,898**	**25,234**	**41%**	**36,664**	**4,206**	**50,468**	**11,430**
Public Information											
Contracts	10,700	4,750	44%	10,700	12,950	2,550	20%	10,400	425.00	12,750	200
Capital Expenditures	115	-	0%	115	100	-	0%	100	-	-	100
Office Expenditures	88	-	0%	88	3,300		0%	3,300	-	-	3,300
Maintenance	60	-	0%	60	60		0%	60	-	-	60
Other Expenditures	12,790	6,717	53%	12,790	14,000	5,394	39%	8,606	899.00	10,788	3,212
Operating Expenses	**23,753**	**11,467**	**48%**	**23,753**	**30,410**	**7,944**	**26%**	**22,466**	**425**	**12,750**	**3,660**
Information Technology											
Personnel	20,000	2,231	11%	20,821	20,000	1,041	5%	18,959	173.50	20,000	-
IT Expenditures	44,204	15,962	36%	39,326	37,913	19,931	53%	17,982	3,321.83	39,862	(1,949)
Maintenance	2,832	1,250	44%	2,902	2,832	1,451	51%	1,381	241.83	2,902	(70)
Operating Expenses	**67,036**	**19,443**	**29%**	**63,049**	**60,745**	**22,423**	**37%**	**38,322**	**3,737**	**62,764**	**4,272**
General Fund Capital Outlay											
Administration	122,900	21,125	17%	51,986	46,000	-	0%	46,000	-	46,000	-
Police	93,010	-	0%	49,066	115,934	-	0%	115,934	-	115,934	-
Public Works	102,041	-	0%	22,041	32,041	-	0%	32,041	-	32,041	-
Municipal Court		-			19,000		0%	19,000	-	19,000	-
Community Development	158,000	7,200	5%	118,916	70,000	24,163	35%	45,837	2,684.81	49,258	20,742
Streets	85,000	-	0%	96,857	35,000		0%	35,000	-	35,000	-
Parks	-				-			-	-		-
Nature Sanctuary					-			-	-	-	-
PIO/IT	31,500	-	0%	27,684	6,000	74	1%	5,926	8.27	6,221	(221)
Capital Outlay	**592,451**	**28,325**	**5%**	**366,550**	**323,975**	**24,238**	**7%**	**299,737**	**2,693.07**	**303,454**	**20,521**

BUDGET VARIANCE REPORT
General Fund Expenses
As of 6/30/2021

Expenditures	2020 Budget	2020 YTD as of 6/30/2020	2020 % of Budget	2020 Total Expenditures	2021 Budget	2021 YTD as of 6/30/2021	2021 % of Budget	Budget Remaining	Avg Monthly Expense	Projected 2021 Expenditures	Projected (Over)/Under
Transfers											
To Emergency Reserve Fund	100,000	50,000	50%	100,000				-	-	-	-
To Projects Fund	446,796	400,000	90%	400,000				-	-	-	-
To Transportation Fund				205,779							
To Brush Creek NID	140,000	140,000	100%	140,000	112,357	56,179	1	56,179	9,363.11	112,357	-
To Brink Meyer NID	282,822	282,822	100%	282,822	247,063	123,531	1	123,531	20,588.54	247,063	-
Transfers	**969,618**	**872,822**	**90%**	**1,128,601**	**359,420**	**179,710**	**50%**	**179,710**	**29,951.65**	**359,420**	-
Total of General Fund:	**6,255,340**	**3,031,117**	**48%**	**5,922,063**	**5,667,770**	**2,452,806**	**43%**	**3,214,965**	**406,555.39**	**4,979,405**	**88%**

Finance Committee Meeting
Monday, July 26, 2021 3:30 PM
Administration Conference Room, City Hall

Minutes

1. **Call to Order**

Chair Sportsman called the meeting to order at 3:34 p.m. A quorum was present.

Members Present: Chair Marc Sportsman, Vice Chair Dave Rittman, Nan Johnston, and Tina Welch

City Staff Present: City Administrator Joe Parente, Police Chief Kevin Chrisman, Public Works Director Alysen Abel, Finance/Human Resources Director Matthew Chapman, Public Works Project Manager Chris Ashley, Assistant to the City Administrator Jeffery Rhodes and Public Works Assistant Bonnie Buckmaster

2. **Financial Updates**

A. **City Administrator Approvals**

City Administrator Joe Parente provided an overview of purchases approved within his authority.

3. **Action Items**

A. **Approve the minutes for the July 12, 2021, meeting**

Dave Rittman moved to approve the minutes for the July 12, 2021, meeting. Tina Welch seconded: motion passed 4-0.

B. **Reject bids associated with the improvements to the Busch Drive cul-de-sac and authorize staff to obtain three quotes**

Public Works Director Alysen Abel gave a background of the Busch Drive cul-de-sac project and explained that the City sent out a request for bids and only received one bid from Sands Construction in the amount of $68,766. The overall budget for this project was $60,000. Since this bid exceeded the total budgeted amount, staff requested authorization to obtain three quotes for the hardscape from qualified contractors that were under contract for various projects. It would require rejection of the bids and authorization to staff to obtain three quotes instead of following the City's Purchasing Policy.

Discussion focused on the budget, the purchasing policy, rejecting the bid and rebidding the project with either sealed bids or three quotes. It was suggested that the quotes or bids be sealed and opened at a specific time and date to stay within the Purchasing Policy. The remainder of the project could be completed with City staff and Embassy Landscaping.

Rittman moved to recommend that the Board of Aldermen reject all bids associated with the Busch Drive cul-de-sac improvements and direct staff to re-bid the project. Welch seconded; motion passed 4-0.

C. **Approve Change Order No. 1 with Gunter Construction for storm sewer, concrete**

<u>pavement and a traffic barrier near Lakeview Drive related to the improvements to Route 9 from Highway 45 to Lakeview Drive</u>

Public Works Director Alysen Abel gave a background of the project and information for Change Order No. 1 with Gunter Construction. The change order includes the need for concrete pavement and a traffic barrier near Lakeview Drive related to the improvements to Route 9 from Highway 45 to Lakeview.

Discussion focused on the south end of the project area near Lakeview Drive, which was a traffic shifting change that included pavement expansion to the west, flagging operations and the need for a steel plate. Staff would work directly with Gunter Construction and property owners to get access to their properties during construction. Further discussion of whether there was a need for change orders to come before the Board of Aldermen for approval or to create a resolution to bypass the Board of Aldermen meeting and authorize staff to move forward with change orders under a specific amount to avoid project delays.

The consensus of the Committee was that the city administrator would draft a resolution to authorize staff to move forward with change orders under a specific amount to not delay the project. The Board would be given specific project updates, budget trends and change order descriptions in the agenda packets as non-action items. It was decided to move forward with the change order for Gunter Construction in the amount of $17,268.80, excluding the $8,544 for the temporary barriers, as they might not be needed.

Rittman moved to recommend that the Board of Aldermen approve Change Order No. 1 with Gunter Construction in the amount of $17,268.80. Welch seconded; motion passed 4-0.

4. Non-Action Items

A. **<u>FY 2022 Budget Calendar</u>**

City Administrator Joe Parente presented the 2022 Budget calendar which was the same format used in the past couple years. The Board involvement would begin in August and staff anticipated that the tax levy ordinance would be presented to the Finance Committee in August following receipt of the final assessment numbers from Platte County. The Committee agreed that the last few years were excellent and to continue with the process. It was further stated that it was easy to understand, organized and there was ample timing associated with the schedule. Johnston added that she liked that it kept them on track by identifying the priorities first and kept the Board focused and she liked the current process. The Committee agreed that the priorities were important and there would be more discussion during the strategic retreat.

5. Unfinished Business (postponed from prior meetings)

6. Other Business

Dave Rittman commented about the resolution for the Maki issue regarding the insurance. City Administrator Joe Parente added that he and legal counsel would meet with MPR to talk through the issue and will bring the information back to the Board at a later date regarding the policy exclusion to seek reimbursement.

7. Adjourn

Chair Sportsman adjourned the meeting at 4:49 p.m.

Submitted by:

____________________ ____________________

Bonnie Buckmaster | Approval Date
Public Works Department Assistant

ITEM 3.B.

For 8/30/2021

Board of Aldermen - Finance Committee Meeting

CITY OF PARKVILLE
Policy Report

Date: August 27, 2021

Prepared By:
Joe Parente, City Administrator

Reviewed By:
Melissa McChesney, City Clerk

ISSUE:
Approve the 2021 Parkville Economic Development Council Community Partnership Agreement (Administration)

BACKGROUND:
In 2011, the City made an initial three-year commitment for an annual $20,000 investment toward the start-up of the Parkville Economic Development Council (PEDC). In 2015, staff worked with PEDC to develop an agreement that was approved on May 5, 2015. The purpose of the agreement was to carry out the goals of the Parkville Plan for Progress and Economic Development, of which the city is a community partner in supporting. As part of the agreement, the PEDC must provide quarterly updates to the Mayor and Board of Aldermen regarding progress in achieving the goals, as well as other goals established by the Parkville EDC Board of Directors. In 2016, the City's budgeted contribution to the EDC was increased to $30,000. Due to the success and momentum of the organization, the Board of Aldermen budgeted $40,000 to increase the City's investment level in 2018 and this has continued through 2020. The current agreement expired on December 31, 2020. The renewal agreement is for 2021 and will expire on December 31, 2021.

BUDGET IMPACT:
Funds for the $40,000 investment are included in the 2021 Budget in the Administration Division (501) of the General Fund (10) under Professional Services.

ALTERNATIVES:

1. Approve the 2021 investment renewal and Economic Development Community Partnership Agreement in the amount of $40,000.
2. Do not approve the renewal and provide further directions to City Administration.
3. Postpone the item.

STAFF RECOMMENDATION:
Staff recommends that the Board of Aldermen approve the 2021 Economic Development Community Partnership Agreement for $40,000 with the Parkville Economic Development Council.

POLICY:
The Purchasing Policy, Resolution No. 17-016, requires Board of Aldermen approval for all purchases above $10,000 upon recommendation of the Finance Committee.

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen renew the Economic Development Community Partnership Agreement with a contribution of $40,000 to the Parkville Economic Development Council through December 31, 2021.

ATTACHMENTS:
1. Agreement

DRAFT
8/6/21

ECONOMIC DEVELOPMENT COMMUNITY PARTNERSHIP AGREEMENT
BY AND BETWEEN
THE PARKVILLE ECONOMIC DEVELOPMENT COUNCIL AND THE CITY OF PARKVILLE, MISSOURI

This Agreement, made and entered into this ____ day of ____________ 2021, by and between the Parkville Economic Development Council (the “EDC”), a Missouri non-profit corporation, and the City of Parkville, Missouri, (the “City”).

WITNESSETH:

WHEREAS, on September 21, 2010, by Resolution No. 09-01-10, the City adopted the Parkville Plan for Progress, an economic development strategic plan which contemplated formation of an independent organization to implement the strategies and goals outlined in the Parkville Plan for Progress; and

WHEREAS, on October 28, 2010, the EDC was formed as a corporation pursuant to the Missouri Non-Profit Corporation Law to be operated exclusively for exempt purposes within the meaning of Section 501(c) of the Internal Revenue Code; and

WHEREAS, the Articles of Incorporation for the EDC provide that it is organized and will be operated for the purpose of promoting economic and community development within the City of Parkville, Missouri; and

WHEREAS, on September 7, 2011, the EDC adopted its Economic Development Incentive Policy based on the Parkville Plan for Progress to guide the EDC and its staff and members in promoting economic development in the City; and

WHEREAS, since formation of the EDC, the City as a member and community partner, along with private investors and members, has provided funding on an annual basis to assist the EDC in carrying out its goals and objectives consistent with the Parkville Plan for Progress and Economic Development Incentive Policy; and

WHEREAS, during this time, the EDC has worked to achieve the goals outlined in the Parkville Plan for Progress through the attraction and retention of business and industry and has demonstrated its ability to attract and retain business within the City; and

WHEREAS, in addition, independent of the Parkville Plan for Progress, the EDC annually adopts its own goals consistent with its purposes; and

WHEREAS, EDC leadership continues to contribute to the economic environment in the community with participation in development discussions, community asset advocacy, and economic development strategies; and

WHEREAS, in conjunction with its stated mission of maintaining and enhancing the valued quality of life within the City of Parkville, Missouri, and carrying out its primary purpose of promoting economic and community development and encouraging and facilitating responsible economic development within the City of Parkville, Missouri, the EDC may cooperate with and enter into agreements with private parties through an investment and membership system and with other entities including public entities as community partners; and

WHEREAS, the parties hereto have determined that it is in the best interest of the City, and important to the public purpose of promotion of the general economic welfare of the City, to continue to serve as a community partner with and to provide funding to the EDC along with private investors and members on an annual basis to assist the EDC in carrying out its goals and objectives consistent with the Parkville Plan for Progress and Economic Development Incentive Policy.

NOW THEREFORE, in consideration of the mutual undertakings and mutual benefits associated with the activities identified herein, the EDC and City agree as follows:

1. SCOPE OF ACTIVITIES

The EDC shall perform economic development activities in accordance with its primary purpose of promoting economic and community development and encouraging and facilitating responsible economic development within the City of Parkville, Missouri, and for the benefit of the community in furtherance of the goals, policies, and implementation items outlined in the Parkville Plan for Progress and consistent with the EDC's adopted Economic Development Incentive Policy. The EDC will work independently and collaboratively with City staff, private parties, and local, state, and regional economic development organizations, as necessary, to carry out said activities.

2. TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 2021, to December 31, 2021. On or before October 1, 2021, the EDC shall provide the City Administrator with a copy of the then current fiscal year budget, projected year-end expenses and revenues, and its request for renewal of this Agreement, if applicable. It is contemplated that the parties may enter into a similar agreement for the 2022 fiscal year.

3. STATUS REPORTS AND UPDATES

During the term of this Agreement, the EDC Executive Director and/or Board Chair shall provide a quarterly update regarding the EDC's activities pursuant to the terms of this Agreement. It is understood by both parties that the activities identified in the Parkville Plan for Progress represent an ongoing plan and some objectives may have more or less progress in any given year.

4. CITY FUNDING COMMITMENT

The City agrees to provide funding to the EDC to assist it in carrying out activities contemplated by this Agreement for Fiscal Year 2021 in the amount of Forty Thousand Dollars and No Cents ($40,000.00) within 30 days of receipt of an invoice from the EDC. The City's funding commitment is contingent upon the EDC annually securing private sector or other funding in a minimum amount of Fifty Thousand Dollars and No Cents ($50,000.00).

5. AUDIT AND INSPECTION OF RECORDS

Upon notice of not less than forty-eight (48) hours, the EDC shall permit an authorized representative of the City to inspect and audit all data and records of the EDC related to its activities pursuant to this Agreement.

EDC shall complete a detailed annual budget that is approved by the EDC Board of Directors on or before the start of the EDC's fiscal year.

EDC shall submit an accounting of all funds spent by EDC for the preceding fiscal year on or before January 31.

6. SUBCONTRACTS

The EDC and City hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior written consent of the other party to the Agreement.

7. REPRESENTATION ON BOARD

It is agreed that the EDC's Board of Directors is the governing body of the EDC and as such it oversees the operation of the EDC. The City is entitled to name three voting members of the Board of Directors. The City will possess one non-voting position on the Board of Directors. All of the City's four representatives to the Board of Directors will concurrently serve on the EDC Executive Committee, but only the two voting directors, and the Mayor, will have a vote in matters before the EDC Executive Committee. City membership on the Board of Directors and EDC Executive Committee shall not constitute a majority of the voting membership of either body.

8. NON-DISCRIMINATION PROVISIONS

The EDC will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, or age. EDC will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, or age. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. EDC will, in all solicitation or advertisements for employees placed by or on behalf of professional, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, or age.

9. COMPLIANCE WITH THE LAW

Both parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

10. CONFLICT OF INTEREST/POLITICAL ACTIVITY

The elected officials, public officials, employees and agents of the City shall comply with all applicable laws and regulations relating to conflicts of interest, including Chapter 107 of the Parkville Municipal Code (Code of Ethics), with regard to the work and funding covered by this Agreement.

EDC employee(s), whether employed directly by the EDC, or by the City, shall be prohibited from investing in a business while said business is seeking city approval of economic development incentives as part of an economic development or redevelopment project

The EDC shall not use the funding provided by the City pursuant to this Agreement to advocate, support, or oppose any ballot measure or candidate for public office. This section shall not be construed to prohibit the EDC from engaging in legislative or policy advocacy at the local, state, or federal level.

11. INDEPENDENT CONTRACTOR

Neither party is authorized or empowered to make any commitments or incur any obligation on behalf of the other party. The EDC will perform the activities outlined herein as an independent contractor.

12. CANCELLATION, TERMINATION OR SUSPENSION

This Agreement may be terminated at any time by written, mutual agreement of the parties. The City may terminate the Agreement immediately if funds are not appropriated for the activities described herein. Both parties shall have the right to terminate this Agreement in the event that the other party is in default or violation of the terms or provisions of this Agreement and fails to cure such default or violation in the manner specified in subsection below.

In the event of such default or violation by either the City or the EDC, the other party shall send by hand delivery or certified mail a Notice Demand to Cure Default, explaining the specific nature and extent of the default or violation. The party receiving Notice shall cure or remedy said violation or default within forty-five (45) working days after receipt of said Notice, unless a longer time is agreed upon by both parties in writing. In case the default is not cured or remedied within forty-five (45) working days or longer time if agreed upon, the party that issued the Notice may exercise its option to terminate this Agreement upon forty-five (45) days of written notice thereafter.

13. NOTICE

Any notice required by this Agreement is deemed to be given if it is hand-delivered or mailed by United States certified mail, postage prepaid, and is addressed as hereinafter specified.

Notice to the City shall be addressed to:

City Administrator
City of Parkville
8880 Clark Ave.
Parkville, MO 64152

Notice to EDC shall be addressed to:

Executive Director
Parkville Economic Development Council
8880 Clark Ave., Suite 218
Parkville, MO 64152

14. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.

15. MEDIA ANNOUNCEMENTS

Neither party shall be authorized to make statements to the media or otherwise on behalf of the other party without express direction and consent of the other party.

16. AUTHORIZED EMPLOYEES

EDC acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. EDC therefore covenants that it will not knowingly be in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform activities related to this Agreement, and that its employees are lawfully allowed to work in the United States.

17. INTEREST OF MEMBERS OF THE CITY

No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement and related economic development activities, and EDC shall take appropriate steps to assure compliance.

18. INTEREST OF EDC AND EMPLOYEES

EDC covenants that its employees presently have no interest and shall not acquire interest, direct or indirect, in the scope of work associated with this Agreement or any other non-disclosed interest which would conflict in any manner or degree with the activities hereunder. EDC further covenants that in the performance of this Agreement, no person having any such interest shall be employed by the EDC.

19. SEVERABILITY

If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.

20. WAIVER

The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.

21. THIRD PARTIES

The activities to be carried out by the EDC pursuant to this Agreement are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

22. ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and EDC, and attached hereto.

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

CITY OF PARKVILLE, MISSOURI

By: ______________________________
Nanette K. Johnston, Mayor

ATTEST:

____
Melissa McChesney, City Clerk

PARKVILLE ECONOMIC DEVELOPMENT COUNCIL

By: ________________________________
Chair

ITEM 3.C.
For 8/30/2021
Board of Aldermen - Finance Committee Meeting

CITY OF PARKVILLE
Policy Report

Date: August 27, 2021

Prepared By:
Joe Parente, City Administrator

Reviewed By:
Melissa McChesney, City Clerk

ISSUE:
Approve a three-year lease extension agreement with the Parkville Economic Development Council for office space at City Hall (Administration)

BACKGROUND:
On April 5, 2011, the Board of Aldermen approved a lease agreement with the Parkville Economic Development Council (PEDC) for use of office space, common areas, office furnishings and communication equipment at City Hall. The agreement was renewed for a three year term in March 2014, and again in 2017. The lease expired during April 2020, but continued while the vacant Executive Director position was being filled. During this period, the office was only used for storage. The City has negotiated a lease renewal to extend the term for a three year period, expiring June 30, 2024. The lease terms are the same for the renewal period.

BUDGET IMPACT:
The PEDC will pay $435 annually for use of the office space and equipment and the revenue will be applied to the General Fund.

ALTERNATIVES:

1. Approve the lease renewal with the PEDC.
2. Do not approve the lease renewal.
3. Direct City Administration to negotiate changes to the lease to meet the desires of the Board.
4. Postpone the item.

STAFF RECOMMENDATION:
Staff recommends that the Board of Aldermen approve the three-year lease extension with the Parkville Economic Development Council for space and furnishings at City Hall.

POLICY:
The Board of Aldermen must approve all agreements for the sale or lease of City property.

SUGGESTED MOTION:
I move to recommend that the Board of Aldermen approve a three-year lease extension with the Parkville Economic Development Council for space and furnishings at City Hall.

ATTACHMENTS:
1. Lease Agreement

LEASE AGREEMENT

Between

CITY OF PARKVILLE, MISSOURI

and

PARKVILLE ECONOMIC DEVELOPMENT COUNCIL

Date: June 16, 2021

TABLE OF CONTENTS

LEASE AGREEMENT

This Lease Agreement ("Lease") is made as of this 16th day of June, 2021 (the "Effective Date"}, between the City of Parkville, Missouri, a Missouri municipal corporation (the "City"), and the Parkville Economic Development Council, a Missouri not-for-profit corporation (the "EDC").

SECTION 1. LEASED PREMISES AND COMMON AREAS

1.1 The City leases to the EDC the office space designated as Suite 218 (the "Premises") located in the City's City Hall building (the "Building") located at 8880 Clark Avenue, Parkville, Missouri.

1.2 In addition to the Premises, the EDC shall have a nonexclusive right of use of common areas as designated by the City, such as meeting space upon availability, restrooms, break room and vending machines as stocked by the City or its vendor(s), entrance(s) and hallways (collectively, "Common Areas") and the exclusive use of the Office Furnishings (defined below) and Communication Equipment (defined below). Notwithstanding, the use of the break room and vending machines by the EDC, the EDC will provide its own refreshments for use by EDC's employees, guests, and invitees.

1.3 The City shall provide keys and/or access cards to the Common Area and the Premises for the EDC's use as provided in this Lease; provided, however, such keys and access cards shall be limited to use by those persons who are officers, agents and/or employees of the EDC who have been approved by the City to use such keys and access cards. It is understood that the City may, in its sole discretion, require a background check for each such person prior to the City approving such person to use any such key or access cards. The EDC shall be responsible for the cost of replacing any lost or stolen keys or access cards and shall immediately report any such lost or stolen keys or access cards.

SECTION 2. RENT

2.1 The EDC shall pay to the City as rent the sum of One Hundred Twenty Five Dollars ($125.00) per year for the Premises and the nonexclusive use of the Common Areas ("Base Rent").

2.2 The EDC shall pay to the City as additional rent the sum of Three Hundred Ten Dollars ($310.00) per year for the use of the Office Furnishings and the Communication Equipment ("Additional Rent").

2.3 The Base Rent and Additional Rent (collectively, "Rent") shall be payable in advance for each lease year ("Lease Year") and shall be due on the Effective Date for the first year of this Lease and thereafter for each subsequent Lease Year on each anniversary date of the Effective Date. In the event the EDC fails to pay any portion of the Rent on or before the tenth day following the due date, the EDC shall be in default under this Lease. In the event this Lease shall be terminated early pursuant to Section 3.2 of this Lease, the City shall reimburse to the EDC a portion of the Rent and Additional Rent that was paid by the EDC for the then current Lease Year pro rata based on the unaccrued portion of the Lease Year.

SECTION 3. TERM: OPTION TO TERMINATE

3.1 The term of this Lease shall be for a period of three (3) years commencing on July 1, 2021 and ending at Midnight on June 30, 2024 ("Term").

3.2 Notwithstanding the foregoing, either party may at its option terminate this Lease by giving 90 days prior written notice to the other party and the date of termination as set forth in such written notice shall be the expiration date of the Term.

SECTION 4. MAINTENANCE AND REPAIRS; ALTERATIONS

4.1 The City shall provide at its own cost routine maintenance items, including routine cleaning and janitorial services.

4.2 In case of any damages or injury to the glass in the Premises or damage or injury to the Premises of any kind whatsoever, said damage or injury being caused by the carelessness, negligence or improper conduct of the EDC, its agents, servants, guests, or employees, then the EDC shall cause the said damage or injury to be repaired in equal quality and type as speedily as possible at its own cost and expense, otherwise the same shall be replaced or repaired by the City at the cost of the EDC.

4.3 The EDC may add or change the lock to the Premises; provided, however, the EDC shall provide a working key(s) to the City to allow the City's access to the Premises in accordance with this Lease.

SECTION 5. OFFICE FURNISHINGS AND COMMUNICATION EQUIPMENT

5.1 The City shall provide to the EDC one office desk, one desk chair, two guest chairs, one bookshelf and two two-drawer lateral file cabinet (collectively, the "Office Furnishings") for the EDC's exclusive use within the Premises.

5.2 The City shall provide to the EDC: (a) two operating direct-dial private phone lines, with local phone service for both phone lines and with private voice mail service for one phone line, from the City's telephone service provider; and (b) one operating internet cable connection and internet cable service from the City's internet cable provider (collectively, the "Communication Equipment"). The Communication Equipment may be part of the City's existing phone and internet cable service, provided, however, such phone lines and internet cable connection provided to the EDC shall be for the sole and exclusive use of the EDC and it is the intent of the parties that the use of the same shall not be open public records or be subject to any open records request as the EDC is not a public body or quasi-governmental body subject to any open public records requirements. Long distance phone service is not provided by the City.

SECTION 6. USE OF PREMISES; CONDITION

6.1 The EDC shall continuously use the Premises, the Office Furnishings and the Communications Equipment for the purposes of the EDC and for no other purpose without the City's prior written consent. The EDC has the sole responsibility to determine the suitability of the Premises and the Office Furnishings for that use. The EDC shall not make any unlawful, improper, or offensive use of the Premises, the Office Furnishings or the Communications Equipment nor suffer any waste thereof. The EDC shall not permit any objectionable noise, vibration, hazardous waste or odor to escape or be emitted from the Premises. The EDC shall not permit anything to be done which tends to create a nuisance or which adversely affects the ability of other persons in the Building to conduct their respective work.

6.2 The EDC acknowledges that the Premises and the Office Furnishings are in good condition and repair as of the date of this Lease. This acknowledgment includes, without limitation, all window glass, electrical fixtures, plumbing, heating, wiring, and sewage system.

6.3 The City has no obligation to provide any items of furniture to the EDC during the Term except the Office Furnishings. The City may, at its sole discretion, loan items of furniture or other personal property to the EDC during the Term of this Lease. In such event and upon vacation of the Premises, the EDC shall return any such personal property, in addition to the Office Furnishings, to the City in as good condition and repair as when received by, normal wear and tear excepted.

SECTION 7. NO PARTNERSHIP

7.1 The City is not a partner of or in a joint venture with the EDC in connection with the EDC's business conducted on the Premises and the EDC is not an agency of the City nor a public or quasi-governmental body; provided, that, the City and the EDC do have a unique relationship in which they work closely with one another with respect to economic development activities, share in-kind services, and cooperate closely to further their mutual goals of maintaining and improving the economic viability of Parkville.

SECTION 8. INSURANCE; INDEMNITY

8.1 The EDC shall immediately obtain and continuously maintain during the term of this Lease, and any renewal thereof, liability insurance in form and with an insurer satisfactory to the City, naming the City and the EDC as insureds against all liability for damages to persons and property arising out of the EDC's activities on or any condition of the Premises with limits of at least $500,000 for injury to one person, $1,000,000 for injuries arising out of any one occurrence, and $50,000 for property damage. At the City's request, the EDC shall furnish to the City satisfactory evidence of continuing compliance with the terms of this Section. Should the City receive notice of cancellation of said insurance it shall have the right to terminate the EDC's operations on the Premises and Common Areas immediately, not to start again until the City receives new copies evidencing that insurance as described in this section is in full force and effect.

8.2 The EDC shall indemnify and save the City and the Board of Aldermen of the City harmless from all claims or liabilities of any type or nature to any person, firm, or corporation, including any agents or employees of the EDC arising in any manner from the EDC's use of the Premises, and/or Common Areas.

8.3 It is expressly understood and agreed by and between the parties to this Lease that the City shall not be liable for any damage or injury which may be sustained by the EDC or other person; or any other damage or injury resulting from the carelessness, negligence or improper conduct on the part of any other user of the Building or agents or employees of the City; or by reason of the breakage, leakage, or obstruction of the water sprinkler or soil pipes, electric conduits or wiring or other leakage or breakage in or about the Building, unless, as permitted by law, due to the City's negligence.

SECTION 9. COMPLIANCE WITH LAW

9.1 The EDC shall comply with all statutes, regulations, ordinances, building codes, rules and other laws of all federal, state, county, and municipal bodies and agencies concerning the use of the Premises at all times and shall indemnify the City for any damage caused by violation thereof. The EDC shall also comply with any rules or regulations concerning the use of the Premises and/or Common Areas promulgated by the Board of Aldermen of the City.

SECTION 10. FIRE DAMAGE OR DESTRUCTION

10.1 In case of destruction of all or part of the Premises by fire or other causes, the EDC shall immediately give notice thereof to the City, who shall thereupon cause the damages to the Premises to be repaired, but if the Premises are so damaged that the Premises cannot be occupied and/or the City shall decide not to rebuild, this Lease shall terminate and the Rent and Additional Rent, if not paid for the then current Lease Year, shall be paid up to the time of said destruction, and if paid for the then current Lease Year, shall be reimbursed by the City to the EDC such portion of the Rent attributed to the unaccrued portion of such Lease Year.

SECTION 11. ASSIGNMENT OR SUBLEASE

11.1 No part of the Premises may be assigned, mortgaged, or subleased by the EDC, nor may a right of use of any portion of the Premises be conferred on any person voluntarily or involuntarily by any other means, without the prior written consent of the City. This Section shall apply, without limitation, to all transfers by operation of law and all transfers to and by trustees, including trustees in bankruptcy, receivers, conservators, and personal representatives of decedents' estates. A purported assignment, sublease, transfer or other matter or transaction in violation of this Section shall be void. Consent by the City to one assignment or sublease shall not destroy or waive this provision; all later assignments and subleases shall likewise require the City's prior written consent. Any Subtenant or assignee shall become liable directly to the City for all obligations of the EDC hereunder, without relieving the EDC's liability therefore.

SECTION 12. EDC'S INSPECTION OF PREMISES

12.1 The EDC acknowledges that the EDC has relied solely upon the EDC's own independent inspection, investigation, and opinion of the Premises and its quality, value, suitability, and business potential for the contemplated use; and that the EDC has not relied upon any such representation by the City or any agent of the City, except to the extent that any representation may be contained in this Lease.

SECTION 13. INSPECTION BY LANDLORD

13.1 At all reasonable times with prior notice to the EDC, the City and the City's agents shall have access to all portions of the Premises for the purpose of inspecting the condition of the Premises and to exercise any right or power reserved by the City under this Lease, including but not limited to making any necessary repairs or other alterations. In the event of an emergency, the City shall not be required to give prior written notice but shall give notice to the EDC of such emergency access as soon as possible.

SECTION 14. SIGNS

14.1 The EDC shall not erect or paint any signs on any portion of the Premises, Common Areas or the Building without obtaining the City's prior written consent. Upon termination of this Lease, at the EDC's sole cost, the EDC shall remove all signs which the City may then require to be removed. The City reserves the right to erect signs and to lease, license, or otherwise grant to others the right to erect exterior signs in the Premises.

SECTION 15. VACATION OF PREMISES

15.1 The EDC covenants to vacate the Premises upon the expiration of the Term or early termination of this Lease and agrees that if there is any holding over after the expiration of the Term with the City's consent, such consent shall be for a month to month tenancy. Upon vacation the EDC shall deliver all keys and access cards to the City and leave the Premises, Office Furnishings and any other personal property belonging to the City in as good condition and repair as the same were at the beginning of the term, normal wear and tear excepted.

SECTION 16. DEFAULT BY TENANT

16.1 Each of the following shall be a default by the EDC and a breach of this Lease:

a. Failure to pay Rent or any part thereof within 10 days after it is due.

b. Failure to comply with any other term or fulfill any other obligation of this Lease to be met of fulfilled by the EDC within ten (10) days after receiving written notice from the City requesting such compliance.

c. The insolvency of the EDC; an assignment by the EDC for the benefit of creditors; the filing by the EDC of a voluntary petition in bankruptcy; an adjudication that the EDC is bankrupt; the filing of an involuntary petition of bankruptcy against the EDC and the failure of the EDC to secure a dismissal of the petition within 30 days after filing; the appointment of a receiver over a substantial portion of the properties of the EDC; the attachment of or the levying of execution on the Premises interest and failure of the EDC to secure discharge of the attachment or release of the levy of execution within 10 days.

d. Abandonment of the Premises, for which purpose abandonment means a failure of the EDC to occupy the Premises for one or more of the purposes permitted under this Lease for 15 days or more, unless such failure is excused under other provisions of this Lease.

e. Failure by the EDC within 10 days after receiving written notification from the City to prevent, correct, or abate nuisances or other grievances which directly or indirectly cause interference with, harm, or damage to the City's use of the Building or any portion thereof.

16.1 Termination upon Default. If the EDC is in default the City may elect to terminate this Lease by notice in writing to the EDC. The City may exercise this option at the time of such default or, so long as such default has not been cured, at any time thereafter, and upon giving such notice of termination, this Lease shall then expire as if the date of notice had been originally fixed as the expiration date of the Term.

16.2 Damages without Termination. Whether or not this Lease is terminated by election of the City or otherwise, the City shall be entitled to recover actual damages from the EDC for the default.

16.3 Rights and Liabilities upon Termination. If this Lease is terminated for any reason by election of the City or otherwise, the EDC's liability to the City for damages shall survive termination, and the rights and obligations of the parties shall be as follows: (a) the EDC shall vacate the Premises immediately, remove any property which the EDC is required to remove under this Lease and perform any clean-up, alterations, or other work necessary to leave the Premises and the Office Furnishings in the condition required under this Lease; and (b) the City may reenter, take possession of the Premises and Office Furnishings and remove any persons or property by legal action or self help. No reentry by the City shall be deemed an acceptance of surrender of this Lease.

16.4 Damages upon Termination. If this Lease is terminated upon default by the EDC, whether by election of the City or otherwise, the EDC's liability to the City for damages shall survive termination of this Lease. Without waiting until the due date of any future Rent or until the date fixed for expiration of the Term, the City shall be entitled to immediately recover a sum equal to the amount of all Rent which has accrued as of the termination date and a sum equal to the reasonable costs of reentry, including without limitation the cost of clean-up; refurbishing; removal of the EDC's property and fixtures, or any other expenses occasioned by the EDC's failure to quit the Premises upon termination and to leave the Premises in the required condition; attorney's fees; and court costs. The City may also recover and the EDC agrees to pay on or before the day of each year on which the Rent would have been payable if this Lease had not terminated. Actions for the recovery of such damages or any installments thereof may be brought by the City at the City's election, and nothing contained herein shall be deemed to require the City to postpone such action until the date when the Term would have expired, if this Lease had not been terminated.

16.5 Performance by the City. If the EDC fails to perform any obligation under this Lease, the City shall have the right but no obligation to perform the same after 10 days written notice to the EDC. The EDC covenants to reimburse the City for all of the City's expenditures to correct the default which shall be immediately paid upon the City's demand.

16.6 Remedies Cumulative. The foregoing remedies are in addition to and shall not exclude any other remedy available to the City under applicable law.

SECTION 17. DEFAULT BY CITY

17.1 Default Defined. Failure to comply with any term or fulfill any other obligation of this Lease to be met or fulfilled by the City under this Lease within ten (10) days after receiving written notice from the EDC requesting such compliance shall constitute a breach of this Lease by the City.

17.2 Termination upon Default. If the City is in default the EDC may elect to terminate this Lease by notice in writing to the EDC. The EDC may exercise this option at the time of such default or, so long as such default has not been cured, at any time thereafter, and upon giving such notice of termination, this Lease shall then expire as if the date of notice had been originally fixed as the expiration date of the Term; in which case: (a) the EDC shall vacate the Premises immediately, remove any property which the EDC is required to remove under this Lease and perform any clean-up, alterations, or other work necessary to leave the Premises and the Office Furnishings in the condition required under this Lease; and (b} the City may reenter, take possession of the Premises and Office Furnishings and remove any persons or property by legal action or self-help.

17.3 Damages upon Termination. If this Lease is terminated upon default by the City, whether by election of the EDC or otherwise, the City's liability to the EDC for actual damages shall survive termination of this Lease. Actions for the recovery of such actual damages may be brought by the EDC at the EDC's election.

17.4 Remedies Cumulative. The foregoing remedies are in addition to and shall not exclude any other remedy available to the City under applicable law.

SECTION 18. ATTORNEY FEES

18.1 If civil action is instituted by either party to establish or enforce any right under this Lease; to recover any amounts due hereunder; to correct a breach of any covenant, term, or condition hereof; or to litigate any other matter arising from the execution of this Lease, the prevailing party in the trial court and the prevailing party on any appeal shall recover reasonable attorney fees awarded by the trial and appellate courts in addition to costs and disbursements. This Section shall survive any termination of this Lease.

SECTION 19. NON-WAIVER

19.1 Failure by the City to require the EDC's strict performance of any terms under this Lease shall not affect the City's right to enforce the same, nor shall a waiver of default be construed to be a waiver of any succeeding default or a waiver of this Section. To be effective, any waiver by the City must be written and signed by the City.

SECTION 20. NOTICE

20.1 All written notices to be given to the City shall be mailed to the City at 8880 Clark Avenue, Parkville, Missouri 64152, Attention City Administrator, or at such other address as the City shall designate in writing All written notices to be given to the EDC shall be mailed to the EDC at 8880 Clark Avenue, Suite 218, Parkville, Missouri 64152, Attention Executive Director, or at such other address as the EDC shall designate in writing. Notice shall be deemed given when deposited in the United States mail, certified or registered, addressed as provided in this Section with postage fully prepaid.

SECTION 21. HOURS OF OPERATION AND UTILITIES

21.1 The City covenants and agrees that it will keep Building open and in operation Monday through Friday from 8:00 am to 5:00 pm, except legal holidays ("Hours of Operation"). During the Hours of Operation, the EDC, its employees, officers, agents, guests and invitees, may access the Building and use the Premises and Common Areas in accordance with this Lease; and during non-Hours of Operation, the EDC, its employees, officers, agents, guests and invitees, may have access to the Premises, however, the City may limit access to the Common Areas.

21.2 The City will furnish utilities, such as heating, cooling, electricity, water, telephone, cable and sewer, without charge to the EDC except as expressly provided in this Lease. It is understood that any one or more of these utilities may experience normal interruption of service and interruption for maintenance and repair which shall not constitute a breach of this Lease by City. It is further understood that heating and cooling may be limited except during Hours of Operation.

SECTION 22. MISCELLANEOUS

22.1 This Lease shall bind and shall inure to the benefit of the parties and their respective successors in interest, and to the extent this Lease is assignable by its terms, the assigns of the parties.

22.2 The provisions of this Lease are severable. If any term or its application to any person or circumstance shall be invalid or unenforceable, the application of such term to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected, and the remainder of this Lease shall not be affected thereby.

22.3 If the context so indicates, the singular pronoun shall be construed to mean and include the plural, the masculine, the feminine, and the neuter, and generally all grammatical changes shall be made, assumed, and applied to make the provisions of this Lease apply equally to one or more corporations and individuals.

22.4 Notwithstanding anything to the contrary this Lease, this Lease is the entire agreement between the parties as to the subject matter of this Lease.

IN WITNESS WHEREOF, the City and the EDC have executed this Lease.

City of Parkville, Missouri	**Parkville Economic Development Council**
______________________________	______________________________
Nan Johnston, Mayor	Scott Lehr, Chair
Attest: ______________________	Attest:
______________________________	______________________________
Melissa McChesney, City Clerk	Ed Linnebur, Executive Director

____

ITEM 3.D.
For 8/30/2021
Board of Aldermen - Finance Committee Meeting

CITY OF PARKVILLE
Policy Report

Date: August 27, 2021

Prepared By:
Alysen Abel, Public Works Director

Reviewed By:
Melissa McChesney, City Clerk

ISSUE:
Approve a lease agreement with Southern Platte Fire Protection District for the tornado siren located at Fire Station No. 1 (Public Works)

BACKGROUND:
The City maintains four tornado sirens, which are part of the Platte County Emergency Management system, in various locations around Parkville, The City is responsible for the maintenance of sirens located within the city limits.

With the expansion of Fire Station No. 1, located along Highway 45 near National Drive, the existing tornado siren needed to be relocated. With the relocation, staff recently discovered that the siren is not currently in service.

Since the siren is located on property owned by the Southern Platte Fire Protection District (SPFPD), it is necessary to enter into a lease agreement for the tornado siren. The SPFPD has proposed a Tornado Siren Lease Agreement, that includes a $150 monthly fee. Staff feels that a reasonable rate would be $20 to $30 per month; based on the monthly electrical service fees for other sirens within the city.

There have been other costs associated with the relocation of the siren. The SPFPD paid approximately $4,000 to relocate the siren as part of their expansion project. A previous request for the city to incur this cost was turned down by the Finance Committee due to the lack of a formal agreement that assigned this responsibility to the city. Lastly, there is an additional cost of approximately $2,000 to reconnect the relocated siren. The SPFPD has stated this cost is the responsibility of the city.

BUDGET IMPACT:
There is funding in the General Fund to cover the additional expense of $20-$30 per month through the end of the year. Additional funding will be programmed into the 2022 budget to cover this additional expense.

ALTERNATIVES:

1. Approve the lease agreement with Southern Platte Fire Protection District for the tornado siren at Fire Station No. 1.
2. Provide guidance to staff related to the tornado sire.
3. Do not approve the lease agreement

4. Postpone the item.

STAFF RECOMMENDATION:
Staff recommends entering into a lease agreement with SPFPD for the tornado siren at Fire Station No. 1. A reasonable fee would be $20-$30 to cover the electrical costs.

POLICY:
The lease agreement will need to be approved by the Board of Aldermen. This item will require an ordinance since it is an agreement with a public agency.

SUGGESTED MOTION:
I move to recommend the Board of Aldermen approve a lease agreement with Southern Platte Fire Protection District for the tornado siren located at Fire Station No. 1.

ATTACHMENTS:
1. Draft Lease Agreement

TORNADO SIREN LEASE AGREEMENT

This Agreement, made this ___ day of ____, 2021, by and between the SOUTHERN PLATTE FIRE PROTECTION DISTRICT, with its principal office at 8795 NW Highway N., Kansas City, MO 64153, hereinafter designated **LESSOR**, and CITY OF PARKVILLE, MISSOURI, with its principal office at 8880 Clark Ave., Parkville, MO 64152, hereinafter designated **LESSEE**. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**".

RECITALS

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LESSOR hereby leases to the LESSEE a portion of that certain space on the LESSOR's current Premises, hereinafter referred to as the "**Premises**", located at ______________________-together with the non-exclusive right (the "**Right of Way**") for ingress and egress to and from the Premises upon reasonable notice to LESSOR, for foot or motor vehicle traffic, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twenty foot (20') wide right-of-way extending from the nearest public right of way; and together with any further rights of way (the "**Further Rights of Way**") over and through the Premises, for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The space is made a part hereof demised premises and are collectively referred to hereinafter as the "**Premises**".

LESSOR hereby grants permission to LESSEE to install, maintain and operate the Tornado siren as well as all equipment and appurtenances necessary for use of the siren.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment.

2. **TERM; RENTAL DOCUMENTATION; ELECTRICAL.**

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for one (1) year and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due a monthly rental of One-hundred Fifty Dollars ($150.00) to be paid on the first day of the month, to LESSOR, or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 19, below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises, or on the first day of February, 2021, whichever occurs first. If the date of commencing installation of equipment is determinative and such date falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either of the foregoing or February 1, 2021, if applicable, being the "**Commencement Date**"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date if the Commencement Date is based upon the date LESSEE commences installation of the equipment on the Premises. If the Commencement Date is the fixed date set forth above, there shall be no written acknowledgement required. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date or after a written acknowledgement confirming the Commencement Date, if such an acknowledgement is required. By way of illustration of the preceding sentence, if the Commencement Date is February 1 and no written acknowledgement confirming the Commencement Date is required, LESSEE shall send to the LESSOR the rental payments for February 1 by February 1, and if the Commencement Date is February 1 and a required written acknowledgement confirming the Commencement Date is dated February 14, LESSEE shall send to the LESSOR the rental payments for February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "**Rental Documentation**") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Premises and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery of reasonably requested Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Premises or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, allow electrical service access within the Premises. If permitted by the local utility company servicing the Premises, LESSOR shall allow LESSEE, at LESSEE'S cost, to install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE, at its sole cost and expense, shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. LESSOR must send all invoices for power consumption, which invoices must include the site name and number. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Premises in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

3. **EXTENSIONS.** This Agreement shall automatically be extended for an additional two (2) year term unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least sixty (60) days prior to the end of the then current term.

4. **ADDITIONAL EXTENSIONS.** If at the end of the initial two (2) year extension the term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least sixty (60) days prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a one year (1) term and successive one (1) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of any such term. Annual rental for the first additional one (1) year term shall be equal to the annual rental payable with respect to the immediately preceding five (5) year term plus five percent (5%). Rental for any subsequent one (1) year term(s) shall increase by five percent (5%) over the immediately preceding term. The initial term and all extensions shall be collectively referred to hereafter as the "**Term**".

5. **TAXES.** LESSOR is a political subdivision which does not pay taxes on its real estate or personal Premises. LESSEE shall have the responsibility to pay any

applicable personal Premises, real estate taxes, assessments, or charges owed on the Premises that relate to LESSEE'S ownership or use.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment.

6. **USE; GOVERNMENTAL APPROVALS.** LESSEE shall use the Premises for the purpose of installing, maintaining, repairing and operating a tornado siren. All improvements, equipment, antennas, fiber and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE, performed by or on behalf of LESSEE, at LESSEE's sole cost and expense. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, and/or conduits or any portion thereof, whether the equipment, fiber, or conduits are specified or not on any exhibit attached hereto, during the Term. However, prior to attaching any improvements, equipment, or conduits to LESSOR's existing facility, LESSEE must obtain LESSOR's written consent, which consent shall not be unreasonably delayed, conditioned or withheld. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "**Governmental Approvals**") that may be required by any Federal, State or Local authorities which will permit LESSEE use of the Premises as set forth above. LESSOR shall reasonably cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Premises with respect to the proposed use thereof by LESSEE. If (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

7. **INDEMNIFICATION.** Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or Premises damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the

negligence or willful misconduct of the other Party, or its employees, contractors or agents.

8. **INSURANCE.** LESSEE shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Siren, pole, and any electrical equipment or wiring related thereto at full replacement cost, as the same shall exist from time to time without a coinsurance feature. LESSEE's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Siren required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

9. **LIMITATION OF LIABILITY.** Except for indemnification pursuant to paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

10. **ACCESS TO SIREN.** LESSOR agrees the LESSEE shall have access to the Siren, upon providing LESSOR prior notice (notice must be given pursuant to the emergency notice provisions of Paragraph 25, below), which access is limited to the purpose of installing, maintaining or removing LESSEE's equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Siren location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

11. **REMOVAL AT END OF TERM.** LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal Premises and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal Premises of LESSEE shall remain the personal Premises of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real Premises under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay two hundred percent (200%) of rent at the then existing monthly rate until such time as the removal of its building(s), antenna(s), equipment, conduits, fiber, fixtures and all personal Premises are completed.

12. **HOLDOVER.** LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

13. **RIGHTS UPON SALE.** Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Premises to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Premises occupied by LESSEE, or a larger portion thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Siren and/or Premises occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith or assigns this Agreement to that third party, LESSOR shall be released from its obligations to LESSEE under this Agreement, and LESSEE shall not have the right to look to LESSOR for the full performance of this Agreement.

14. **QUIET ENJOYMENT.** LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

15. **TITLE.** LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Premises and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Premises, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

16. **INTEGRATION.** It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The

failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity

17. **GOVERNING LAW.** This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State of Missouri with the parties hereto consenting to the exclusive venue and jurisdiction of the Circuit Court of Platte County, Missouri for all purposes relating to this Agreement.

18. **ASSIGNMENT.** This Agreement may not be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE, or to any entity which acquires all or substantially all of LESSEE's assets by reason of a merger, acquisition or other reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of interest or control of LESSEE or transfer upon dissolution of LESSEE shall constitute an assignment hereunder.

19. **NOTICES.** Except as otherwise provided herein, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Southern Platte Fire Protection District
8795 NW Highway N
Kansas City, Missouri 64153
(816) 640-2752

LESSEE: City of Parkville, Missouri
8880 Clark Ave.
Parkville, MO 64152

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

Under the provisions of Paragraphs 13 and 29 of this Agreement, notice may be given to the appropriate Party by telephone, as follows:

LESSOR: Southern Platte Fire Protection District
Fire Chief
(816) 741-2900 ext. 4200

LESSEE: City of Parkville, Missouri

Public Works Director
(816) 741-7676

20. **SUCCESSORS.** This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

21. **SUBORDINATION AND NON-DISTURBANCE**. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "**Mortgage**") by LESSOR which from time to time may encumber all or part of the Premises, Siren or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Siren or Premises, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "**Non-Disturbance Agreement**"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("**Lender's**") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "**Purchaser**") acquires an ownership interest in the Siren or Premises, Lender or such successor-in-interest or Purchaser will: (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE: (1) confirms that the Agreement is subordinate to the Mortgage or other real Premises interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Siren or Premises and (3) agrees accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. If LESSOR defaults in the payment and/or other performance of any mortgage or other real Premises interest encumbering the Premises, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default, and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real Premises interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

22. **RECORDING.** LESSOR agrees to execute a Memorandum of this Agreement, the form of which shall be reasonably determined by LESSOR, which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payment(s).

23. **DEFAULT.**

a. If there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSEE fails, within five (5) days after receipt of the emergency notice of such breach outlined in Paragraph 25, above, to perform an obligation required to be performed by LESSEE if the failure to perform such an obligation interferes with LESSOR's ability to conduct its business on the Premises; provided, however, that if the nature of LESSEE's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.
b. If there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of the emergency notice of such breach outlined in Paragraph 25, above, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Premises; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

24. **REMEDIES.** Upon a default and compliance with default provisions of this Agreement, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event

of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE.

25. **ENVIRONMENTAL.**

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Siren or Premises, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless from and assume all duties, responsibility and liability for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Siren or Premises or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

c. LESSEE shall hold LESSOR harmless from and assume all duties, responsibility and liability for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSOR; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Siren or Premises or activities conducted thereon, unless such environmental conditions are caused by LESSOR.

26. **CASUALTY.** In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Premises is damaged by fire or other casualty so that

such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

27. **CONDEMNATION**. In the event of any condemnation of all or any portion of the Premises, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Siren, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

28. **SUBMISSION OF AGREEMENT / PARTIAL INVALIDITY / AUTHORITY.** The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on

such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

29. **APPLICABLE LAWS.** During the Term, LESSOR shall maintain the Premises and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, and building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "**Laws**"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

30. **SURVIVAL.** The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

31. **CAPTIONS.** The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

[*Balance of page intentionally left blank*]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement through their duly authorized officers the day and year first above written.

LESSOR:

Southern Platte Fire Protection District

By:____

Name: ______________________________________
Title:
Date: ______________________________

LESSEE:

City of Parkville, Missouri

By: ____

Date: _______________________________

ITEM 3.E.
For 8/30/2021
Board of Aldermen - Finance Committee Meeting

CITY OF PARKVILLE
Policy Report

Date: August 27, 2021

Prepared By:
Alysen Abel, Public Works Director

Reviewed By:
Melissa McChesney, City Clerk

ISSUE:
Approve a purchase order with Axiom Instrumentation Services to purchase a dissolve oxygen meter for the wastewater treatment plant (Public Works)

BACKGROUND:
The City owns and maintains the wastewater treatment plant that serves approximately 1,800 households and businesses in Parkville. In order for the plant to run properly, there are several wastewater treatment processes necessary. To assist with monitoring that the wastewater is being treated properly, a dissolved oxygen meter is necessary.

The 2021 budget includes purchase of a dissolve oxygen meter. Since this is a specialty item, staff contacted the two vendors who provide this equipment. Hach and Axiom are the vendors that specialize in this equipment. The low bidder for the dissolved oxygen meter was Axiom Instrumental Services, with a quotes of $11,041.

BUDGET IMPACT:
The 2021 Sewer Fund includes funding available for the purchase of the dissolved oxygen meter.

ALTERNATIVES:

1. Approve the purchase order with Axiom Instrumental Services for the dissolved oxygen meter.
2. Provide guidance to staff related to the purchase.
3. Do not approve the purchase order.
4. Postpone the item.

STAFF RECOMMENDATION:
Staff recommends the approval of a purchase order with Axiom Instrumental Services for the purchase of a Dissolved Oxygen meter.

POLICY:

The Purchasing Policy, Resolution No. 17-016, requires Board of Aldermen approval for all purchases above $10,000 upon recommendation of the Finance Committee.

SUGGESTED MOTION:

I move to recommend the Board of Aldermen approve a puchase order with Axiom Instrumental Services for the dissolved oxygen meter for the wastewater treatment plant in the amount of $11,041.

ATTACHMENTS:

1. Purchase Order

PURCHASE ORDER
(non-construction)

CITY OF PARKVILLE (PURCHASER)
8880 Clark Avenue
(816) 741-7676

Date: September 7, 2021

Upon proper acceptance, we agree to purchase from you upon terms and conditions set forth below and on the attached pages hereto.

VENDOR Axiom Instrumentation Services
5400 Johnson Drive, Suite 161
Mission, KS 66205
sales@axiominst.com

Phone: 913-543-1690 Fax:

SHIP TO: 12303 NW FF Hwy, Parkville, MO 64152

INVOICE TO: Bob Kerbs 8880 Clark Ave., Parkville, MO 64152

ALL MATERIAL SHALL BE DELIVERED TO PURCHASER FREIGHT PREPAID, UNLESS OTHERWISE SPECIFIED BELOW.

Vendor agrees to furnish following goods in accordance with the terms and provisions of this Purchase Order Agreement consisting of 7 pages including attachments. Purchaser agrees to pay the total sum of **ELEVEN THOUSAND FORTY-ONE DOLLARS AND NO/100 ($11,041.00)** for such materials, subject to any additions or deductions agreed upon in writing**. Freight charges are included in purchase price and sales taxes will not be charged to the Purchaser as a tax exempt entity. Purchaser will provide Vendor with a Tax Exemption Certificate upon request**. Payment is to be made within thirty days after delivery of goods and receipt of invoice. This purchase order is only valid through December 31, 2021.

ITEMS:	SCHEDULE OF DELIVERY:
1 Qty. - S::CAN Con::Cube Display/Transmitter, 90-250VAC @ $4,721.00 2 Qty. - S::CAN Oxi:Lyser DO Probe @ $1,964.00 3 Qty. 20 m extension cable for s::can sensor or s::can ISE probe @ $269.00 2 Qty. – S:CAN redo::Lyser RDO Probe @ $1,014.00 – Optional 2 Qty. – Sensor Mount for ORP Sensor @ $73.00 - Optional 1 Qty. – moni::tool – s::can monitoring station software for 8 parameters @ $188.00 - Optional 1 Qty. Axiom Installation/Startup/Calibration Services @ $1,495.00 Freight - $90.00 **Total $11,041.00** See Attachment "A" – Terms and Conditions See Attachment "B" – Insurance Requirements See Attachment "C" – Quotation #81615	F.O.B. 12303 NW FF Hwy, Parkville, MO 64152 Notify Bob Kerbs at least 24 hours before delivery @ 816-891-0003

NOTE: **All Terms and Conditions for Purchase Order attached hereto are incorporated herein by reference and made a part of this Purchase Order**. Vendor's signature and return of this document as presented, or its delivery of any of the items covered by this Purchase Order, shall constitute acceptance of all of its terms and conditions. If this Purchase Order is not signed and returned to Purchaser within ten (10) days of the date stated on page 1 above, however, it may be deemed voidable at the option of Purchaser. Payment shall not be due until Vendor has furnished Purchaser, with the required Certificates of Insurance and any other documents required by Purchaser.

All terms in any offer, bid, order acknowledgement or other document that are inconsistent with the terms stated herein are explicitly rejected and not a part of this Purchase Order.

CITY OF PARKVILLE, MISSOURI. ("Purchaser")	**AXIOM INSTRUMENTATION SERVICES ("Vendor")**
By:_______________________________	**By:**_______________________________
Title: Joe Parente, City Administrator	**Title:**_______________________________
Date:_______________________________	**Date:**_______________________________

Attachment "A"

TERMS AND CONDITIONS FOR CITY OF PARKVILLE PURCHASE ORDER

1. **Packing and Shipping.** Purchaser reserves the right to inspect the goods at any time prior to shipment as well as upon delivery, but neither delivery nor inspection of goods shall constitute acceptance of them

2. **Work, Liens and Waivers**: Vendor agrees both to deliver the material to Purchaser and to perform the work free and clear of all claims, encumbrances or liens. Further if at any time there is evidence of any lien associated with the items delivered, Purchaser shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify against such invoice, bill, lien or claim.

3. **Insurance.** Vendor shall maintain liability and other insurance as set forth on Attachment "B" in amounts, with coverage and in companies satisfactory to Purchaser.

4. **Warranties**. (a) Vendor warrants that all work and material will be free from defects, of good quality and workmanship, suitable for their intended purposes and in strict accordance with all requirements of Purchaser, and will meet all capacities, functional tests and criteria required in them. (b) All manufacturers' warranties shall be assignable to Purchaser. (c) Vendor shall furnish to Purchaser all material safety data sheets (MSDS) relevant to items furnished hereunder.

5. **Time is of the Essence**. Vendor agrees to perform the work and furnish the goods called for as stated above by Purchaser.

6. **Indemnification**: Vendor agrees to indemnify, defend and hold harmless Purchaser from and against all claims, damages, losses, causes of action and expenses (i) arising out of injury to (including death of) any persons or damage to property alleged to have been caused in whole or in part by any act or omission of Vendor, its agents, employees, sub-subcontractors, Vendors or invitees, and (ii) arising out of (a) any alleged defects or failures in Vendor's products; (b) all tax liabilities of Vendor; (c) any infringement of patent, trademark or trade secrets; and (d) any mechanic's liens or payment bond claims by those claiming payments owed by Vendor. Vendor shall defend all suits brought against Purchaser on account of any such claims of liability, shall pay any settlements made or judgments rendered with respect thereto, and shall reimburse and indemnify Purchaser for all expenses, including court costs and reasonable attorneys' fees, incurred by Purchaser. The obligations set forth in this paragraph are continuing and shall survive occupancy, completion of the construction project, termination of the Purchase Order, acceptance of work, or final payment to Vendor.

7. **Changes**: Purchaser reserves the right to order changes in writing in the goods required hereunder and this Purchase Order shall be modified accordingly. No change shall be made in this Purchase Order without such written order and no claim of payment by Vendor for extras will be allowed unless such payment and such extra goods are agreed to in writing by Purchaser.

8. **Remedies:** If Vendor shall fail to perform in a timely manner, Purchaser may (in addition to all other rights) demand immediate cure of Vendor's default, correct Vendor's default, or obtain conforming goods elsewhere at Vendor's expense. In any case, Purchaser shall be entitled to recoup from Vendor all its loss, cost and expense incurred as a result of Vendor's default, including replacement of such defective work and damage to other work, and shall perform Vendor's warranty with respect thereof.

9. **Disputes**: Vendor agrees that all disputes under this Purchase Order shall be resolved in the Circuit Court of Platte County, Missouri or the U.S. District Court for the Western District of Missouri. This Purchase Order shall be construed under the laws of the State of Missouri.

10. **Pricing**: If price is omitted on this Purchase Order and not otherwise agreed to in writing, then the price to apply hereto will be the prevailing market price at (a) time of order or (b) time of delivery, whichever is less.

11. **Termination**: Purchaser by written notice to Vendor may at any time terminate and cancel this P.O. with respect to materials which remain undelivered on the date of such notice. In the event of such cancellation, Vendor shall promptly stop all work called for by this Purchase Order, and Purchaser's responsibility to Vendor is limited to paying Vendor for all goods delivered as of the date of termination. Other than as specifically provided for herein, Vendor shall not be entitled to claim or recover damages, restocking fees, or loss of profits from Purchaser on account of any such cancellation, delays suffered by Vendor, irrespective of cause, or the rejection by Purchaser of any goods shipped under this Purchase Order.

12. **Assignment**: Vendor may not assign or transfer this Purchase Order or any part hereof without the prior written consent of Purchaser.

13. **This Purchase Order is the final and integrated agreement of the parties, superseding all negotiations and prior agreements of the parties.**

ATTACHMENT "B"

INSURANCE REQUIREMENTS

1. Vendor agrees to procure and carry, at its sole cost, until completion of this Purchase Order and all applicable warranty periods, all insurance, with identical limits of liability and scope of coverages, as set forth below; provided, however:

1.1 All insurance is to be issued by companies and with liability limits acceptable to Purchaser.

1.2 Purchaser reserves the right to review certified copies of any and all insurance policies to which this Purchase Order is applicable.

1.3 Insurance certificates, written on a standard ACORD form, **and a copy of the additional insured endorsement,** must be received by Purchaser prior to any payment by Purchaser or delivery of goods.

2. Such insurance shall include the following terms and conditions:

2.1 All coverages obtained by Vendor, except professional liability if applicable, shall be on an occurrence policy form and not on a claims made policy form.

2.2 The cost of defense of claims shall not erode the limits of coverage furnished.

2.3 Advance notice of cancellation. All insurance certificates will state that all coverages are in effect and will not be canceled without thirty (30) days' prior written notice to Purchaser and other required additional insureds (except for non-payment of premium, for which at least ten (10) days advance notice shall be given to Purchaser) of such insurance and shall contain an endorsement stating the insurers agreement to provide such notice, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms, such as ACORD forms. **A copy of the Notice of Cancelation Endorsement must be furnished to Purchaser prior to delivery of goods**.

2.4 Severability of Interest. All insurance carried shall be endorsed to provide that, inasmuch as this policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.

2.5 Commercial General Liability Insurance. Vendor shall obtain and maintain Commercial General Liability Insurance, on an occurrence form for the hazards of contractual liability insuring the indemnities set forth in the Purchase Order, including personal injury, death and property damage.

2.6 Excess Liability. Vendor shall maintain Excess Liability coverage on an umbrella form with minimum limits of $1,000,000.00 per occurrence and $1,000,000.00 aggregate.

2.8 Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers thereunder against Purchaser and all its assigns, subsidiaries, affiliates, employees, insurers and underwriters. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged.

2.9 Additional Insureds. Purchaser shall be included as additional insureds under Vendor's furnished insurance, for ongoing and completed operations, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/12), under the commercial general liability policy. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING.

2.10 Insurance Primary. All policies of insurance provided pursuant to this article shall be written as primary policies, and not in excess of the coverage of the indemnitee's insurance.

3. No Limitation of Liability. The required coverages referred to and set forth herein shall in no way affect, nor are they intended as a limitation on, Vendor's liability with respect to its performance of this Purchase Order.

4. Patent Liability. Vendor shall protect, defend and save Purchaser harmless from any liability, including costs and expenses, for, or on account of, any patented or unpatented invention, article or appliance manufactured or used in the performance of this Purchase Order, including their use by Owner and further agrees to pay all loss and expense incurred by Purchaser by reason of any such claims or suits, including attorneys' fees.

5. Professional Liability. If any design or other professional services are included in the Purchase Order, Vendor shall purchase, and maintain for a period of three years after the date of Final Completion, insurance covering claims arising out of the performance or furnishing of Design or Professional Services and for claims arising out of allegations of errors, omissions or negligent acts in connection with the Purchase Order. The policy shall be at least as broad as the coverage provided in Design Liability Policy, Member Companies of CNA Insurance, Form G-115692-A (Ed 02/96), with a minimum limit of $1,000,000 per occurrence and $2,000,000 aggregate.

5.1. Vendor shall require each designer providing design services engaged by Vendor to provide identical coverage.

Attachment C

Quotation

Axiom Instrumentation Services

Quotation #	81615-2

Name	Bob Krebs
Company	Alliance Water Resources
Address	12303 NW FF Hwy
City	Parkville
State	Mo
Zip	64152
Phone	816.891.0003
Email	bkrebs@alliancewater.com

Date:	8.23.21
Project:	DO
Quote Rev #	2
Quotation valid until:	8.22.21
Sales Rep:	AJ Wiese
Phone Number:	913.543.1690
E-mail:	aj@axiominst.com

Line #	Quantity	Part Number	Description	Amount (USD)	Total (USD)
1	1	D-330-230	**S::CAN Con::Cube Display/Transmitter, 90-250VAC**	$4,721.00	**$4,721.00**
			for up to 64 parameters of s::can G::Series, I::scan, S::Can Sensors		
			up to (8) analog outputs, (4) 2A Relay outputs		
			(2) analog outputs, Modbus RTU/TCP for DO, temp, Ph, ORP, TSS		
			Standard configuration is for 4 parameter. 3 yr warranty		
2	2	E-501-075	**S:CAN Oxi:Lyser DO Probe**	$1,964.00	**$3,928.00**
			0-25mg/L, CPVC, Stainless Steel Sensor Body,w/24 ft cable.		
			Probe should last 10-12 years w/minimal maintenance		
3	3	C-220-Sensor	**20 m extension cable for s::can sensor or s::can ISE probe (IP68 plug connection, RS485, 12 VDC)**	$269.00	**$807.00**
4	2	E-513-2-075	**S:CAN redo::Lyser RDO Probe**	$1,014.00	**Optional**
			Measuring range: -2000 to 2000 mV ORP, 0-70C temp		
			Stainless Steel Sensor Body,w/24 ft cable.		
5	2	F-12 Sensor	**Sensor Mount for ORP Sensor**	$73.00	**Optional**
6	1	S-11-08 Moni	**moni::tool - s::can monitoring station software for 8 parameters**	$188.00	**Optional**
			upgrade the Con::Cube from 4 to 8 parameters		
7	1	AX-INST	**Axiom Installation/Startup/Calibration Services**	$1,495.00	**$1,495.00**
			Axiom Factory Authorized Installation, Calibration &		
			Programming of (1) S::Can Con:Cube Controller & 2 DO probes		
			Training, includes all travel and per diem		
			one Technician, One Trip, not to exceed (8) hours, all other		
			service or additional time will be billed at normal service rates		
			Requires two Week notice to schedule Technicians.		
			Does Not include any replacement parts.		
			Will utilize existing conduit. Any conduit repair will be		
			extra. Utilize existing DO probe mount assembly.		
				Estimated Freight	$90.00
				Extended Total	$11,041.00

This quote does not include shipping and taxes.

Thank you for your business!

Remit PO to: sales@axiominst.com
Axiom Instrumentation Services
5400 Johnson Drive Suite 161
Mission KS 66205

Freight Terms: FOB Origin
Payment Terms: Net 30
Delivery: 3-5 weeks
Shipping Method: Standard

Terms and Conditions of Sale - Axiom Instrumentation Services.

The following Terms and Conditions apply to sales and quotations by Axiom Instrumentation Services No modification of terms will be accepted by Axiom Instrumentation Service except by expressed written agreement. These terms supersede any previous terms by the buyer.

1) Prices
This proposal is firm for 30 days from date shown on proposal. Prices are subject to change without notice after 30 days from quotation date.

2) Terms
Payment terms are stated above. Axiom Instrumentation Service reserves the right to charge a premium on overdue accounts. These terms supersede any previous terms by the buyer.
Axiom excepts all major Credit Cards, a 4% fee will be assessed for all credit card transactions.

3) Delivery
Seller's liability for risk shall terminate upon safe delivery to carrier on prepaid or collect shipments. Axiom Instruments Services shall not be liable for any damages or penalty for delay in delivery or failure to give notice of delay when such delay is due to the elements, act of God, acts of purchaser, act of civil or military authority, priorities, fire or floods, strikes, stoppage of labor, accidents, riots, civil disturbances, martial law, acts of the government, epidemics or quarantine restrictions, lockouts, breakdowns, differences with workmen, accidents to machinery, car shortages or other delays beyond reasonable c reasonable control of Axiom Instrumentation Services. In the event of any such occurrences the seller may at its election cancel this order or any part thereof. Title to material in this contract shall remain with Axiom Instrumentation Services until payment for the goods has been received by Axiom Instrumentation Services. The buyer is responsible for damage or loss from the time of shipment from Axiom Instrumentation Services.

4) Warranty
Axiom Instrumentaion Services warrents its services for a period of 60 days, against on-site labor. Any issues related to equipment/material defects will be the responsibility of the manufacture and/or the contractor, any additional on-site labor beyond the quoted amount will be charged at normal service rates.

5) Taxes
Unless otherwise shown, taxes are extra.

6) Errors
Clerical or typographical errors are subject to correction

7) Cancellations or Returns
Orders may not be cancelled or returned without written acceptance of cancellation or return authorization by Axiom Instrumentation Services. Cancellation or return charges will be based upon actual costs including engineering, manufacturing, testing, inspection, sales work and material in process or delivered at the time cancellation or return request is received. If Axiom Instrumentation Services approves a cancellation or return request, the following minimum charges will apply:

a) Cancellations within 24 hours of order receipt – no charge.
b) Cancellations after 24 hours of receipt are subject to a 25% restocking charge.
c) Returned items are subject to a 25% restocking charge.
d) Products returned more than 3 months after original ship date are subject to a 50% restocking charge.
e) Returns or cancellations after 6 months from original ship date will not be accepted.
f) Products returned for credit must be in new, unused condition and complete with packaging, accessories, cables and manuals.
g) Transportation costs for returns are to be paid by the buyer.

8) All orders are subject to acceptance by Axiom Instrumentation Services. Orders are FOB Axiom Instrumentation Services unless otherwise stated

ITEM 3.F.
For 8/30/2021
Board of Aldermen - Finance Committee Meeting

CITY OF PARKVILLE
Policy Report

Date: August 5, 2021

Prepared By:
Alysen Abel, Public Works Director

Reviewed By:
Melissa McChesney, City Clerk

ISSUE:
Approve a professional services agreement with McClure Engineering for the design of the Platte Landing Park Ballfields project (Public Works)

BACKGROUND:
In 2008, Platte County purchased the farm land, now known as Platte Landing Park (PLP), from the Kringle family. Since that time, several of Platte County's parks master plans have shown the area around Platte Landing Park with recreational fields.

On November 15, 2016, the Board of Aldermen adopted the 2016 Parks Master Plan which serves as a road map for the utilization, development and expansion of the City's parks system. The primary goal was to review the priorities of the riverfront park system and document a long-term strategy for development of the future parks system.

The 2016 Parks Master Plan provided a concept plan for the Platte Landing Park sports complex, consisting of four baseball diamonds and six multi-purpose fields with associated parking, concession and restroom amenities. The sports complex was conceptually designed around the proposed Section 1135 wetlands project.

The City hired McClure to integrate the Parks Master Plan conceptual design of the sports fields with the finalized design of the wetlands. During the November 13, 2019, meeting, members of the Community Land and Recreation Board (CLARB) discussed their vision for the future sports fields. A subsequent meeting was held with CLARB to discuss the layout and, based on that discussion and additional small committee meetings, the design consultant revised the sports field layout.

Since that time, staff has been reviewing the current parks capital budget, anticipated sales tax revenues, potential for donations and project financing. It has been determined that approximately $2.5 million is available to fund the project, through a combination of sales tax, donations and financing.

In February 2021, the Board of Aldermen approved a resolution of support for the Parks and Recreation Partnership Grant offered by Platte County. The total grant request of $1 million was approved by Platte County in June 2021.

Since that time, staff has met with McClure Engineering to discuss the scope associated with the design of the proposed sports fields. A large element to the design will be public engagement. Vireo will serve as a subconsultant to support public engagement throughout the design process.

Traffic is another major component to the ballfield project. The City will contract separately with George Butler Associates to study the traffic issues related to the project. Initial traffic counts have been collected in the area around the ballfields. A subsequent traffic study will collect data associated with regional roadway connections near downtown Parkville. Updates related to the traffic study will be presented to the Board of Aldermen.

BUDGET IMPACT:
Approximately $2.5 million of the Parks Sales Tax revenues is available for the design and construction of the PLP ballfields. Platte County has approved a Partnership Grant in the amount of $1 million for the ballfield improvements. The total project budget for design and construction is $3.5 million.

ALTERNATIVES:

1. Approve a professional services agreement with McClure Engineering for the design of the PLP ballfields.
2. Provide direction to staff related to the scope and fee for the PLP ballfield design.
3. Postpone this item.

STAFF RECOMMENDATION:
Staff recommends the approval of a professional services agreement with McClure Engineering for the design of the PLP ballfields.

POLICY:

The Purchasing Policy, Resolution No. 17-016, requires Board of Aldermen approval for all purchases above $10,000 upon recommendation of the Finance Committee.

SUGGESTED MOTION:
I move to recommend that the Board of Aldermen approve a professional services agreement with McClure Engineering for the design of the Platte Landing Park Ballfield project in the amount of $264,780.

ATTACHMENTS:
1. Draft Agreement
2. Design Scope
3. Design Fee
4. Public Engagement Plan

CITY ENGINEERING AND ARCHITECTURAL PROFESSIONAL SERVICES AGREEMENT
PLATTE LANDING PARK SPORTS COMPLEX

THIS SERVICE AGREEMENT, entered into on this 17th day of August 2021, by and between the CITY OF PARKVILLE, MISSOURI ("City") and McClure Engineering Company ("Service Provider").

WHEREAS, the City requires engineering, architectural and public engagement professional services ("Project"); and

WHEREAS, Service Provider was chosen through a qualifications-based selection process and has demonstrated the necessary expertise, experience, and personnel to complete the Project.

WHEREAS, the City has budgeted funds to acquire on-call engineering and architectural services as necessary to meet the periodic needs of the City.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and agreements set forth herein, the parties mutually agree as follows:

I. SCOPE OF SERVICES

A. The term "Services" when used in this Agreement shall mean any and all engineering and architectural services provided by the Service Provider in accordance with this Agreement.
B. The Service Provider agrees to perform and complete the following Services:
   i. When notified by the Public Works Director, Community Development Director or City Administrator, or their designees, either verbally or in writing, the Service Provider shall meet with City staff to discuss engineering and architectural needs. Meetings may occur via telephone or in person at a location of mutual convenience. If requested by City staff, briefly investigate situations or problems, and advise the City staff on the recommended course of action to resolve.
   ii. If a definable scope and work product can be identified and described in writing, Service Provider will prepare a Work Authorization Form (WA Form), using the template labeled Exhibit B, attached hereto and incorporated by reference, which shall contain a written list of work tasks and an estimate number of hours to complete the Services.
   iii. Once approved by the City in writing, the Service Provider will complete the services set forth in the WA Form.
   iv. The City and Service Provider understand that the intent of this Agreement is for the Service Provider to provide their services under an executed WA Form.
   v. The City reserves the right to direct revision of the Services at the City's discretion. The Service Provider shall advise the City of additional costs and time delays, if any, in performing the revision, before Service Provider performs the revised services. If conditions arise which constitute a change in scope to a WA Form, the Service Provider will bring this situation to the attention of City staff as soon as possible. If mutually acceptable, the scope of work and the WA Form will be revised through a properly executed amendment to the WA Form. Service Provider is not eligible for compensation for changes in scope unless approved in writing through a revision to a WA Form.
C. The Service Provider shall provide additional Services under this Agreement only upon written request of the City and only to the extent defined and required by the City. Any

additional Services or materials provided by the Service Provider without the City's prior written consent shall be at the Service Provider's own risk, cost, and expense, and the Service Provider shall not make a claim for compensation from the City for such work.

II. STANDARD OF CARE

A. Service Provider shall exercise the same degree of care, skill, and diligence in the performance of all Services to the City that is ordinarily possessed and exercised by reasonable, prudent, and experienced professionals under similar circumstances.

B. Service Provider represents it has all necessary licenses, permits, knowledge, and certifications required to perform the Services described herein.

III. COMPENSATION

A. As consideration for providing the Services, the City shall pay Service Provider as follows:

   a. Services will be billed based on the hourly rates as outlined in Exhibit A.

   b. The Service Provider may provide revised billing rates each year, prior to September 1st, during the term of the Agreement. The billing rates will be reviewed and approved by the City Administrator or his or her designee. Once approved, the revised billing rates will be effective for any work performed on or after the anniversary date of the Agreement.

   c. The revised billing rates may not be adjusted in proportion to the change in the Consumer Price Index (CPI) for All Urban Consumers (US City Average) in the prior 12 month period as published by the U.S. Department of Labor. Such increase shall not exceed 6%, unless otherwise agreed upon.

   d. Service Provider is not eligible for reimbursement for miscellaneous expenses unless previously approved by the City. Estimated expenses shall be included in the WA Form created for each project. Unit costs for reimbursements shall be included in Exhibit A.

B. Service Provider shall submit an itemized invoice to the City on the first day of each month that details the Services that were provided in the month immediately prior, as well as any other charges or reimbursements to which the Service Provider is entitled by this Agreement. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Service Provider of the nature of the dispute regarding the balance.

C. Service Provider shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

IV. SCHEDULE

A. Unless otherwise directed by the City, Service Provider shall commence performance of the Services upon execution of this Agreement.

B. Services shall be completed within the timeframe(s) outlined in WA Form.

C. Unless amended in writing by the City and executed by the parties to this Agreement, the Service Provider's estimate of hours and price shall not be exceeded.

D. Neither the City nor the Service Provider shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.
E. If Service Provider's performance is delayed due to delays caused by the City, Service Provider shall have no claim against the City for damages or payment adjustment other than an extension of time to perform the Services.

V. LIABILITY AND INDEMNIFICATION

A. Service Provider shall indemnify, defend and hold harmless the City and its departments, elected officials, officers, employees and agents, from and against all liability, suits, actions, proceedings, judgments, claims, losses, damages, and injuries (including attorneys' fees and other expenses of litigation, arbitration, mediation or appeal), which in whole or in part arise out of or have been connected with Service Providers' negligence, error, omission, recklessness, or wrongful or criminal conduct in the performance of Services, including performance by Service Provider's employees and agents; or arising from any claim for libel, slander, defamation, copyright infringement, invasion of privacy, piracy and/or plagiarism related to any materials related to materials Service Provider creates or supplies to the City, except to the extent that such claims arise from materials created or supplied by the City.
B. Service Provider's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Service Provider whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.

VI. INSURANCE

The Service Provider shall secure and maintain, at its expense, through the duration of this Agreement the insurance described on Exhibit B.

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

A. Service Provider's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any and all employees of the Service Provider.
B. While upon City premises, the Service Provider's employees and agents shall be subject to the City's rules and regulations respecting its property and the conduct of employees thereon.

VIII. OWNERSHIP OF WORK PRODUCT

Service Provider agrees that any documents, materials and work products produced in whole or in part through it under this Agreement, any intellectual property rights of Service Provider therein (collectively the "Works") are intended to be owned by the City. Accordingly, Service Provider hereby assigns to the City all of its right title and interest in and to such Works.

IX. RELATIONSHIP OF THE PARTIES

A. Service Provider represents that it has, or will secure at Service Provider's own expense, all personnel required in performing the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

B. All of the Services required hereunder will be performed by the Service Provider or under Service Provider's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

X. NOTICES

A. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section:

B. Notices sent by Service Provider shall be sent to:

City of Parkville
Attn: Public Works Director
8880 Clark Ave.
Parkville, MO 64152
(816) 741-7676
aabel@parkvillemo.gov

McClure
Attn: Greg Pfau
1700 Swift Street, Suite 100
North Kansas City, MO 64116
(816) 756-0444
gpfau@mecresults.com

XI. TERM AND TERMINATION

A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.

B. The term of this Agreement shall be until the project is complete.

C. Notwithstanding Article XI, Paragraph B, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days written notice to the Service Provider. The City shall compensate Service Provider for the Services that have been completed to the City's satisfaction as of the date of termination at the rates set forth on Exhibit A, or if the appropriate compensation of services performed through the date of termination is not set forth on Exhibit A, on a pro-rata basis determined by the percentage of completion of services as described on Exhibit A. Service Provider shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

XII. RESOLUTION OF DISPUTES

A. City and Service Provider agree that disputes relative to the services and the Project shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests;

provided, however, that notwithstanding any such dispute Service Provider shall proceed with the services as per this Agreement as if no dispute existed.

B. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the City Administrator as to such matter or other action on which the dispute is based.

C. Arbitration of disputes.

   i. Claims, except those waived as provided for elsewhere in this Agreement, which have not been resolved by the procedures described above, shall be decided by arbitration which, unless the parties mutually agree otherwise, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association.

   ii. A demand for arbitration may be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.

   iii. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the City or Service Provider and any person or entity with whom the City or Service Provider has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Agreement or not a party to an agreement with the City, except by written consent containing a specific reference to the Agreement signed by the City and Service Provider and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

   iv. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

   v. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

XIII. MISCELLANEOUS PROVISIONS

A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.

B. Assignability. Service Provider shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Service Provider from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

C. Media Announcements. Service Provider shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City.

D. Compliance with Local Laws. Service provider shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

E. Equal Employment Opportunity. During the performance of this Agreement, Service Provider agrees as follows:

   i. Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

   ii. Service Provider will, in all solicitation or advertisements for employees placed by or on behalf of Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.

   iii. Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

F. Authorized Employees. Service Provider acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Service Provider therefore covenants that it will not knowingly be in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Services related to this Agreement, and that its employees can lawfully to work in the United States.

G. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Service Provider shall take appropriate steps to assure compliance.

H. Interest of Service Provider and Employees. Service Provider covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the scope of work associated with this Agreement or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

I. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Service Provider, and attached hereto.

J. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.

K. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.

L. Third Parties. The Services to be performed by the Service Provider are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

M. Modifications. The Agreement cannot be modified or amended unless evidenced in writing, executed by both parties.

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

CITY OF PARKVILLE, MISSOURI

By: ___________________________

Nanette K. Johnston, Mayor

ATTEST:

____

Melissa McChesney, City Clerk

McCLURE ENGINEERING

By: ____________________________

Greg Pfau, PLA, LEED AP.
Project Manager

EXHIBIT A

SCOPE OF WORK AND FEES ATTACHED HERETO

EXHIBIT B

INSURANCE REQUIREMENTS

1. The Service Provider shall secure and maintain through the duration of this Agreement insurance (on an occurrence basis unless stated below) of such types and in such amounts stated below, but in no case less than as may be necessary to protect the Service Provider and the City and agents of the City against all hazards or risks of loss as hereinafter specified. The City will only accept coverage from an insurance carrier who offers proof that it:

    a. Is authorized to do business in the State of Missouri;
    b. Carries a Best's policy holder rating of A-VIII or better and at least a Class X financial rating.
    c. Is a company mutually agreed upon by the City and the Service Provider.

2. The form of such insurance, together with the underwriter thereof in each case, shall be approved by the City, but regardless of such approval it shall be the responsibility of the Service Provider to maintain adequate insurance coverage at all times. City reserves the right to review certified copies of any and all insurance policies to which this Agreement is applicable. Failure of the Service Provider to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation, including but not limited to, the indemnification obligation.

3. The cost of defense of claims shall not erode the limits of coverage furnished. (This does not apply to Professional Liability, see Article 13).

4. If Service Provider should retain consultants to perform any of its services, Service Provider shall see to it that such third party maintains such insurance and shall furnish evidence thereof to City.

5. The insurance policies shall require that City shall be given at least thirty (30) days written notice from the insurer(s) before cancellation (except for non-payment of premium, for which at least ten (10) days advance notice shall be given to City) of such insurance and shall contain an endorsement stating the insurers agreement to provide such notice, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms, such as Acord forms. A copy of the Notice of Cancelation Endorsement must be furnished to the City prior to commencement of Work. The Contractor shall notify the City of any reduction in limits of protection under any policy listed in the Certificate in excess of $10,000.00 at least ten (10) days prior to such change, whether or not such impairment came about as a result of the Contract. If the City determines the Contractor's aggregate limits of protection has been impaired or reduced to such an extent that the City shall determine such limits inadequate for the balance of the project, the Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City. Cancellation, non-renewal or material modification of coverage of any such insurance shall be the basis for the City's exercising its right to terminate the Contract.

6. Satisfactory certificates of insurance, written on a standard AIA Document G705 or ACORD form 25-S, Accord Form 27, as applicable, shall be filed with the City prior to commencement of work. The Certificate shall specify the date when such insurance expires. A renewal certificate shall be furnished to City prior to the expiration date of any coverage. Service Provider shall keep all insurance in force throughout performance of the Services and for three (3) years after the Project Completion Date, so long a policy is reasonably available.
7. <u>Severability of Interest</u>. All insurance carried shall be endorsed to provide that, inasmuch as this policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.

8. Service Provider shall include the Indemnitees as identified in the Agreement as additional insureds on the Commercial General Liability Insurance and the Commercial Automobile Liability Insurance policies described in Section 9. Indemnitees shall be included as additional insureds under Service Provider's furnished insurance (except Workers' Compensation Insurance and Professional Liability Insurance), for ongoing and completed operations. General Liability shall provide the additional insured status by using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/13 or other carrier form per Article 5). Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING and shall not be deemed to limit Service Provider's liability under this Agreement.

9. Service Provider agrees to procure and carry, at its sole cost, until completion of this Agreement all insurance, with identical limits of liability and scope of coverages, as set forth below:

10.1 <u>Commercial Automobile Liability Insurance</u>. Service Provider shall maintain commercial automobile insurance, including contractual liabilities insuring the Indemnities set forth in the Agreement, subject to standard ISO CA0001 coverage terms and conditions, covering all owned, non-owned and hired automobiles used in connection with the services or other work hereunder and shall have minimum bodily injury and property damage limits of One Million Dollars $1,000,000.00 combined single limit each accident. An MCS-90 endorsement shall be procured when applicable.

10.2 <u>Workers' Compensation and Employer's Liability Insurance</u>. Service Provider shall maintain Worker's Compensation Insurance to cover the statutory limits of the Workers' Compensation laws of the state in which any work is to be performed and when applicable to Federal Laws, Voluntary Compensation and Employer's Liability (including occupational disease) coverage with limits not less than One Million Dollars $1,000,000.00 per occurrence. The Service Provider shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include "all states" coverage.

10.3 <u>Commercial General Liability Insurance</u>. Service Provider shall obtain and maintain Commercial General Liability Insurance, on an occurrence form for the hazards of (i) construction operation, (ii) subcontractors (iii) independent contractors, (iv) products and completed operations (with completed operations to remain in force for as long as Service Provider or those included as Additional Insureds bear exposure under all applicable statutes of limitation following project completion), (v) explosion, collapse and underground, (vi) pollution liability, and (vii) contractual liability insuring the indemnities set forth in the Agreement subject to standard ISO CG0001 coverage terms and conditions. Each Project shall have minimum limits of One Million Dollars $1,000,000.00 per occurrence and Two Million Dollars $2,000,000.00 products/completed operations aggregate coverage.

10.4 Excess Liability. Service Provider shall maintain Excess Liability coverage on an umbrella form with minimum limits of One Million Dollars $1,000,000.00 per occurrence and Two Million Dollars $2,000,000.00 aggregate.

11. Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers thereunder against City and all its assigns, affiliates, employees, insurers and underwriters.

12. No Limitation of Liability. The required coverages referred to and set forth herein shall in no way affect, nor are they intended as a limitation on, Service Provider's liability with respect to its performance of this Agreement.

13. Professional Liability coverage. The Service Provider shall procure and maintain Professional Liability Insurance in an aggregate amount of not less than One Million Dollars ($1,000,000.00), with a deductible of not more than One Hundred Thousand Dollars ($100,000.00). Such insurance shall be issued by companies reasonably acceptable to City, and shall not be canceled, without thirty (30) days' prior written notice to the City, except for non-payment of premium, (for which at least ten (10) days advance notice shall be given to City. If any professional liability is canceled or not renewed, any substitute policy shall have a commencement date retroactive to the date upon which the Service Provider commences performance of the Services under this Agreement.

14. Service Provider shall not be permitted to commence any work on site until satisfactory copies of the Certificates evidencing insurance; Notice of Cancellation Endorsement; and Additional Insured Endorsement, have all been received and approved by City. Delay in commencement due to failure to provide such documentation shall constitute an unexcused delay.

City of Parkville, MO

c/o Alysen Abel, PE, Public Works Director

8880 Clark Avenue

Parkville, MO, 64152

Re: An Agreement for Professional Services for: Platte Landing Park Sports Complex – Preliminary and Final Design Base Contract, Parkville, MO

Dear Ms. Abel:

McClure, hereinafter referred to as the Consultant, subject to the approval and acceptance of this agreement by the City of Parkville, Missouri, hereinafter referred to as the City, agrees to provide Professional Services to the Owner as set forth below:

PROJECT NAME: Platte Landing Park Sports Complex, Parkville, MO

PROJECT DESCRIPTION: Provide the Owner landscape architectural, civil engineering coordination, structural engineering, site planning, architectural services from schematic design through bidding, based upon the following understanding of the project:

1. The Project's developed site area is approximately 23 acres in size.
2. Project Team will consist of the following:
   - 2.1 Lead Consultant, Civil Engineer, and Landscape Architect –McClure
   - 2.2 Public Engagement – Vireo
   - 2.3 Traffic Engineering – GBA (contracted directly with the owner) (Not in Contract)
   - 2.4 Architect – TBD (Not in Contract)
   - 2.5 MEP – TBD (Not in Contract)
   - 2.6 Structural Engineer (Buildings) – TBD (Not in Contract)
   - 2.7 Geotechnical Engineer/Soils Testing for Required Amendments to support sports fields – To be provided through existing on-call agreement by the City of Parkville and contracted directly by the Owner
   - 2.8 Surveyor – To be provided through existing on-call agreement by the City of Parkville and contracted directly by the Owner
3. The Project program includes four (4) recreational youth softball/baseball fields, four (4) recreational youth multi-use fields, and associated parking lot to service the facility.
4. All the sports fields will <u>not be lit</u>.
5. Conceptual programming and location for the playground structure will be included but no design development has been requested.
6. The Project will include up to two (2) buildings of a square footage to be determined. Buildings will include space for, restrooms, and maintenance/storage facilities.
7. The Project's budget is approximately $3.5 Million Dollars, not including soft costs.
8. Bidding Assistance, Construction Administration, Construction Observation, detailed H&H requirements to be determined with the Corp of Engineers, and professional

services related to any permanent or temporary structures for restrooms/storage/maintenance have not been included in the attached fee. This was not provided because of the need for continued public engagement to finalize the final design direction and will be negotiated once critical milestones in the design direction have been reached.

I. SCOPE OF SERVICES:

A. Master Plan Refinement

In the Master Plan Refinement phase, the Consultant shall evaluate existing site conditions, identify physical, regulatory/permitting, and similar constraints, and develop 2-3 general site plan alternatives for review by the City. The City will select one alternative for the "Concept-Level Design Phase" described in section B. This site master planning phase specifically includes the following tasks:

A.1. Site Survey

The City shall obtain and provide a boundary and topographic survey covering the Project area for use by the Consultant. The survey information shall be provided in "Design Ready" AutoCAD, Civil 3D (2018 or later) format following A/E/C layering standards and in the Missouri State Plane NAD83(CORS96) horizontal coordinate system and NGVD88 vertical datum elevations. The Consultant shall assist the City in monitoring the survey progress/results and reviewing the survey from an engineering design requirements perspective.

A.2. Project Definition & Project Requirements

The Consultant shall assist the City in formally defining Project goals. The Consultant shall evaluate these goals in light of budget constraints, site conditions, regulatory/permitting requirements, and the requirements of authorities having jurisdiction over the targeted sports activities. The Consultant shall assist the City in verifying or amending the Project goals in light of these factors as appropriate. Specific services provided by the Consultant shall include:

A.2.a. Code Review – The Consultant shall identify federal, state, and local authorities having jurisdiction (AHJ) over the anticipated construction. Current regulatory, code, and permitting requirements pertaining to the Project shall be identified, listed, and summarized in a Code Review Report (CRR).

A.2.b. Sports Facility Requirements – The Consultant shall identify sports organizations, clubs, etc. that publish specifications or regulations pertaining to each targeted sports event. Current specification/regulations pertaining to the Project shall be identified, listed, and summarized in a Sports Facility Requirements Report (SFRR).

A.2.c. Utility Capacity Analysis – The Consultant shall contact utility providers for those utilities serving the Site. The providers will be requested to provide current capacities and current peak demands at points of potential connection to Site services.

The Consultant shall compare the anticipated peak demand to the available capacity of each utility and notify the City of deficiencies found.

The Consultant shall assist the City in communications with utility providers, including communications addressing deficiencies. The design of off-site utility improvements are not included in this scope but may be negotiated separately, if required.

A.2.d. Preliminary Floodplain Investigations – Portions of the Site fall within the delineated floodway. The Consultant will meet with the USACE during this phase to introduce the project at a conceptual level and to identify and determine the required submittals and timeline necessary for approval for construction of the project within the floodway. Assistance with Hydraulics and Hydrology (H&H) and any requirements for approvals will also be discussed. Any required scope and fee to get the necessary approvals from USACE will be added via future contract amendment and is not included in this current fee.

A.2.e. Traffic Impact Assessment – The Consultant will take recommendations from the traffic study being provided by GBA and include any design considerations in the final "Project Definition" document as discussed below2

The Consultant shall consolidate the analysis performed in tasks A.3.a through A.3.e and summarize the conclusions in a "Project Definition" document. The Project Definition shall include, as backup, supporting documentation required above in a section of the report entitled "Project Requirements". The Consultant shall update the Project Definition/Project Requirements documents (if required) as the work identified below progresses.

A.3. Phase 1 Environmental Site Assessment (Not Included)

A.4. Constraint Mapping

Using the survey described in section A.1 as a background, the Consultant shall prepare a "Constraint Map" indicating known legal, physical, floodplain, and environmental concerns identified in previous tasks. The Constraint Map shall identify the types and extents of conditions believed to prohibit or severely limit proposed Site improvements.

A.5. Site Plan Alternatives

Using the information developed in tasks A.1 through A.5, the Consultant shall prepare 2-3 general, preliminary site plan alternative drawings for review/consideration by the City. These alternatives are anticipated to be similar in scope and with the main differences being variations in aspects of site circulation, proximity to Site boundaries, utility connection locations, parking/drives, and space available for future expansion. Depictions of buildings shall be limited to approximate footprints. The construction costs of the alternatives are anticipated to be comparable, with the exception being the cost of grading/earthwork. At this stage, the relative earthwork/grading costs of each alternative shall be established (ranked highest to lowest). The City will select one preferred alternative to advance to the "Concept-Level Design" phase. The earthwork quantities/costs shall be developed more fully in the following phase. Rendered concepts and boards will be prepared for discussion purposes in any advisory group, joint CLARB/BOA, or community events.

B. Concept-Level Design Phase

The preferred alternative identified by the City in the previous phase shall advance to the Concept-Level Design Phase. In this phase, preliminary drawings, performance/prescriptive specifications, and concept-level construction cost estimates shall be developed. These items will be developed in parallel with the goal of defining and communicating a Project design the City and the Consultant believe (not guarantee) is achievable within the Project budget.

B.1. Preliminary drawings shall include:

- Sports Field Layouts depicting:
  - sports field fencing and striping
  - sports field appurtenances such as bases, goals, etc.
  - surface type limits, dimensioning and designations
  - minimum/maximum slopes and drainage features
- Overall site plan(s) depicting:
  - access drives, fire suppression, and maintenance/supply routes
  - parking facilities, sidewalks, and other paved areas
  - perimeter fencing and security lighting
  - footprint/location of dugouts, batting cages, and warm-up areas
  - footprint/location of spectator seating areas
  - footprint/location of a maintenance/storage facility
  - preliminary utility layouts for building services, irrigation service, and stormwater (if required)
- Preliminary grading plans insofar as necessary to determine approximate earthwork quantities and drainage improvements depicting:
  - contours and spot elevations
  - major retaining walls (if needed)
  - major drainage structures
  - designated earthwork on-site borrow areas (if available)
- Landscape plans/drawings including:
  - Facility entrance and signage
  - Trees, shrubs, plantings and other vegetative materials
  - Site furniture and signage
- Preliminary architectural footprint of a combined restroom and maintenance building (Central Building) including:
  - Roughly dimensioned footprint and building location or building locations if more than one is determined to be needed.
  - Upon approval by the City of a general direction for the building, including an understanding of any impacts of a permanent or semi-permanent structure on approvals by the Corp of Engineers, McClure will assist with engagement of an architectural firm and the necessary subconsultants (MEP, Structural, Geotech, code) at this time.
- Color, computer-assisted visualization/communication aids shall be provided to include:
  - Color aerial view of the conceptual site plan and contextual surroundings
  - Eye-level perspective of the approach to the sports complex

- o Eye-level perspective of the Central Building

B.2. Outline Specifications

The Consultant shall develop and provide and outline of anticipated specifications as necessary to communicate the intent of the concept-level design and develop/support construction cost estimates. These specifications may be depicted as notes on drawings or as a narrative in the Project Definition document as the Consultant deems appropriate.

B.3. Opinion of Probable Cost

The Consultant shall develop and provide an Opinion of Probable Cost (estimate) for construction. The estimate shall include a level of detail commensurate with this stage in the development of the design. The estimate may include allowances for items not yet identified and/or quantified in the design. The estimate shall cover Project construction costs only. Additional funds may be required to cover contingencies, off-site utility improvements, utility relocations, right-of-way costs, permit fees, inspection, sampling/material testing, construction administration, unforeseen field conditions, etc.

B.4. Final Submission

The Consultant shall update the Project Definition/Project Requirement documents as required throughout the concept-level design phase. The updated documents along with the Concept-Level-Design documents shall be submitted to the City for review. The Consultant shall incorporate City comments and provide a complete set of updated documents to the City.

C. CONSTRUCTION DOCUMENTATION PHASE

The preferred alternative identified by the City and developed in the previous shall advance to the Construction Documentation Phase. In this phase, preliminary drawings, performance/prescriptive specifications, and concept-level construction cost estimates shall be developed to facilitate bidding of the project and any necessary approvals for construction to proceed. These items will be developed in parallel with the goal of defining and communicating a Project design the City and the Consultant believe (not guarantee) is achievable within the Project budget.

C.1. Construction Documents shall include:

- Existing Conditions
- Site Demolition Plan
- Erosion Control Plans
- Site Layout/Dimensioning Plan
- Site Grading Plan
- Site Utility Plan (storm sewer, sanitary sewer, water service, electrical service for building & safety/security only)
- NPDES Permit and final SWPPP documents
- Site Landscaping Plan
- Site Signage Plan and details
- Field Details (incl. recommendations for soil improvements)
- Site Details
- Site Specifications

- Architectural/Structural/MEP scope to be determined under future contract amendment.

C.2. MasterSpec Specifications/Project Manual

The Consultant shall prepare a Project Manual utilizing the City provided front-end documents. The Consultant will prepare the technical specifications in a MasterSpec format and Bid Form for the Project Manual. Additional scope may be necessary for the Architectural/Structural/MEP scope to be determined under a future contract amendement.

C.3. Opinion of Probable Cost

The Consultant shall develop and provide a Final Opinion of Probable Cost (estimate) for construction. The estimate shall include a level of detail commensurate with this stage in the development of the design. The estimate shall cover Project construction costs only. Additional funds may be required to cover contingencies, off-site utility improvements, utility relocations, right-of-way costs, permit fees, inspection, sampling/material testing, construction administration, unforeseen field conditions, etc.

C.4. Final Submission

The Consultant shall submit the Contruction Documents, Project Manual, and Opinion of Probably Cost to the Owner to utilize for bidding

D. Project Bidding Phase (To be completed under future contract amendment)

E. Construction Phase Services (To be completed under future contract amendment)

F. Communications/Meetings

Teleconferences; online, web-facilitated meetings; file transfers and periodic updates; emails, and similar forms of collaboration between the Consultant and the City shall be considered routine communications and incidental to other tasks identified above. The Consultant shall conduct and/or participate in specific meetings identified below:

F.1. Pre-Meeting with USACE

The Consultant shall set up a meeting with the USACE to introduce the project at a conceptual level and to identify and determine the required submittals and timeline necessary for approval for construction of the project within the floodway. Assistance with Hydraulics and Hydrology (H&H) and any requirements for approvals will also be discussed.

F.2. Kickoff Meeting

Following the notice-to-proceed and at a time/date convenient to the City, the Consultant shall attend a project kickoff meeting at City facilities or via online platforms. The kick-off meeting shall include key project staff from the Consultant team. The intent is to establish lines of communication, discuss specific tasks/project schedules, and to obtain any City-provided data pertinent to the Project that has not already been acquired. Following the kick-off meeting, Consultant and City staff shall conduct a field reconnaissance of the Site. The reconnaissance shall include photo-documentation of significant field conditions.

F.3. Joint Meetings of CLARB/BOA (2)

The Consultant will attend up to two meetings to present the project development to a joint meeting of CLARB and the BOA through the Master Planning Phase as outlined above. Additional details can be found within the included scope provided by Vireo. These may be handled as a Virtual meeting depending on the recommendations by CDC at the time of the meetings.

F.4. Public Meeting Input/Listening Sessions (2)

The Consultant will attend up to two listening sessions for up to two hours with a formal presentation, public input and feedback and discussion with CLARB/BOA. Additional details can be found within the included scope provided by Vireo. These may be handled as a virtual meeting depending on the recommendations by CDC at the time of the meetings..

F.5. USACE Approval Meeting (1)

After approval from the joint CLARB/BOA meetings, the Consultant will discuss the final master plan with the USACE for buy-in and recommendation of approval before presenting to CLARB for official approval.

F.6. CLARB Formal Approval Presentation (1)

After approval from the USACE, the Consultant will present the final master plan to CLARB for buy-in and recommendation of approval to the BOA.

F.7. BOA Formal Approval Presentation (1)

After recommendation of approval from CLARB, the Consultant will present the final master plan to the BOA for final approval prior to commencing the Construction Document Phase.

II. SCHEDULE

The Consultant shall commence work on the Project immediately upon execution of this agreement and issuance of notice-to-proceed. The Consultant shall coordinate and cooperate with the City to maintain continuous progress throughout from notice-to-proceed to Final Submission. The goal is to complete Bidding Documents by late Spring/early Summer 2022.

III. OWNER'S RESPONSIBILITIES:

1. The Owner shall establish the guidelines for the project and shall provide general background information needed for analysis.
2. Fees for services of special consultants (Geo-Technical, Civil Engineering, Archeological, additional structural, sustainable, soils, hydraulic, etc.) if required beyond the Scope of Services proposed herein, shall be paid for by the Owner if authorized in advance.
3. The Owner shall furnish a topographic and boundary survey of the site(s).

4. The Owner shall furnish, obtain, or direct this firm to obtain at the Owner's expense, additional information concerning property ownership / lines, easements, topographical character, or any other site information required to complete the services as described in Article 1: Scope of Services

IV: FEES AND EXPENSES:

We propose to perform the services described in the above Scope of Services on a Lump Sum basis. The Lump Sum is Two Hundred and Sixty Four Thousand and Seven Hundred Eighty Dollars ($264,780).

FEE PROPOSAL

McClure Engineering Company

PROJECT: **Platte Landing Park - Sports Complex**
PROJECT NO.: **MEC 190260-P00**
LOCATION: **Parkville, MO**
DATE: **8/26/2021**

Agreement for Engineering Services		TIME									
		Admin	Technician	Jr. Professional	Professional	Sr. Professional	Land. Arch.	Project Manager	TOTAL	Subconsultants Fee	SUB-TOTAL
Task		80.00	130.00	150.00	180.00	220.00	120.00	200.00	HOURS		($)
A	**MASTER PLAN REFINEMENT**										
A.1	Site Survey							4	**4**		**$ 800**
A.2	Project Definition & Project Requirements				10	4	4	12	**30**		**$ 5,560**
A.3	Phase 1 Environmental								**0**		**N/A**
A.4	Constraint Mapping		4		4	2	8	4	**22**		**$ 3,440**
A.5	Site Plan Alternatives		30	8	8	2	100	12	**160**		**$ 21,380**
B	**CONCEPT-LEVEL DESIGN PHASE**										**$ -**
B.1	Preliminary Drawings		80	36	36	8	42	24	**226**		**$ 33,880**
B.2	Outline Specifications				8	2	4	8	**22**		**$ 3,960**
B.3	Opinion of Probable Cost		4		4	2		4	**14**		**$ 2,480**
B.4	Final Submission				4	2		4			**$ 1,960**
C	**CONSTRUCTION DOCUMENTATION PHASE**										**$ -**
C.1	Construction Documents		220	140	120	40	160	48	**728**		**$ 108,800**
C.2	MasterSpec Specifications/Project Manual	16			30	8		24	**78**		**$ 13,240**
C.3	Opinion of Probable Cost		4		4	2		4	**14**		**$ 2,480**
C.4	Final Submission				4	2		4	**10**		**$ 1,960**
D	**PROJECT BIDDING PHASE**										**N/A**
E	**CONSTRUCTION PHASE SERVICES**										**N/A**
F	**COMMUNICATIONS/MEETINGS**										
F.1	Pre-Meeting with USACE			4	4	4		4	**16**		**$ 3,000**
F.2	Kickoff Meeting	2	8		2	2	8	4	**26**		**$ 3,760**
F.3	Joint Meetings of CLARB/BOA		4		6	3	8	8	**29**		**$ 4,820**
F.4	Public Meeting Input/Listening Sessions	2			6	6	4	4	**22**		**$ 2,520**
F.5	USACE Approval Meeting			4	8			4	**16**		**$ 2,840**
F.6	CLARB Formal Approval Presentation				4		2	4	**10**		**$ 1,760**
F.7	BOA Formal Approval Presentation				4		2	4	**10**		**$ 1,760**
	SUBCONSULTANT FEES (VIREO) (OTHERS UNDER FUTURE AMENDEMENT TBD)									$ 44,380	
PROJECT TOTAL		**20**	**354**	**192**	**266**	**89**	**342**	**184**	**1,437**	**$ 44,380**	**$ 220,400**
										TOTAL FEE (INCL. SUBCONSULTANTS)	**$ 264,780**

Public Participation Plan

Platte Landing Park Ballfields Community Engagement, Parkville, Mo
Period: Fall 2021 - Spring 2022

vireo

www.bevireo.com

Kansas City
929 Walnut St.
Suite 700
Kansas City, MO 64106
816.756.5690

Omaha
1111 N. 13th St.
Suite 116
Omaha, NE 68102
402.553.5485

Approach to Engagement

Public engagement and participation is a way of bringing people together, establishing communication between diverse groups, and finding solutions. Via our fully integrated approach, we engage and communicate from the very beginning of a project through implementation. Being an integral and welcomed part of a decision-making process builds a sense of ownership in the solution and aids in a smooth implementation process. Our 360-degree approach combines informed engagement experience with decades of practice blending digital and social connection strategies with traditional ones. Our efforts enable all voices to be heard and ensures equitable engagement opportunities.

Vireo blends digital and social connection strategies with traditional in-person strategies to provide a strategic, multi-pronged engagement approach. A combination of in-person and digital methods will be used to reach residents, so all voices have an opportunity to be heard. Our approach will ensure the community has equitable engagement opportunities. Telephone and/or video conferencing will be used for the project's internal meetings and presentations.

Our approach also reflects the current state of the coronavirus (COVID-19) pandemic, along with the latest guidance for public gatherings from the Center for Disease Control and Prevention (CDC), which could necessitate physical distancing. As a result, we will employ a targeted go-to-the-people approach to engagement that utilizes both in-person and digital strategies maximizing engagement while reducing risk.

Vireo's approach to Platte Landing Park Ballfields engagement will be to listen carefully to the many voices in and around the project area. The Community Engagement Plan will serve as the "playbook" for meaningful community participation. The following pages identify specific engagement tools for the plan.

Community Engagement Plan

Vireo will use a wide range of tools and activities to engage and share information with the citizens of Parkville and it's community.

Meetings

Pre-Meeting with USACE (late August)

The Team will set up a meeting with the USACE to determine the parameters of the project, opportunities and constraints in the floodway, and what is permitted within the project boundaries. Assistance with Hydraulics and Hydrology (H&H) will also be discussed.

Kick-off Meeting (early September)

The Team will have a virtual kick-off meeting with City staff to discuss project goals and objectives, the engagement plan, central messaging, the ballfields current concept design, and review the 2016 Parks Master Plan and Updated 2040 City Master Plan recommendations and policies relevant to the Ballfields at Platte Landing Park.

Joint CLARB and BOA Sessions (2)

Like the City, our Team wants to understand community goals, preferences and recommendations for recreation and park improvements. Our Team, along with the City of Parkville, will host in-person joint sessions with CLARB/BOA in the Board Room at City Hall. The sessions be held for approximately 1 hour with a formal presentation and discussion from CLARB/BOA. For heath and safety precautions the format will follow any health and safety regulations set forth by the City and CDC

Listen/Define: Joint Session #1

- Discussion of Grant application process by the City
- Review site amenities
- Define necessary programing and needs/wants of the community
- Address already known public concerns
- Review central messaging

Review: Joint Session #2

- Review park concept designs (2)
- Gather feedback and direction for final plan

Public Input/Listening Sessions (2)

Following the joint CLARB and BOA sessions, our Team, along with the City of Parkville, will host in-person social distanced Listening Sessions in the Board Room at City Hall. The Listening Sessions will be held for 2 hours with a formal presentation, public input and feedback, and discussion from CLARB/BOA. For heath and safety precautions the format will follow any health and safety regulations set forth by the City and CDC.

Listen/Define: Public Listening Session #1

- Discussion of Grant application process by the City
- Address already known public concerns
- Listen and record public comments and concerns
- Define necessary programing and needs/wants of the community

Review: Public Listening Session #2

- Discuss previous community comments (we heard you)
- Review park concept designs (2)
- Gather community feedback and direction for final plan

Virtual Joint CLARB/BOA Sessions and Input/Listening Sessions

As an alternative to in-person (pending current CDC recommendation at the time of the meeting), Virtual or Hybrid sessions will be considered in lieu of the proposed in-person meetings noted above. The virtual sessions will utilize Zoom.

USACE Approval Meeting (1)

After direction from the joint CLARB/BOA, the Team will discuss the final park master plan concept with USACE for buy-in and clarification on any required no-rise certification or H&H analysis required for approval.

CLARB Presentation (1)

After approval from USACE, the Team will present the final park master plan to CLARB for buy-in and recommendation of approval to the BOA.

BOA Presentation (1)

After recommendation of approval from CLARB, the Team will present the final park master plan to the BOA for final approval.

Coordination Meetings (4)

The Team will set up to 4 coordination/review meetings with the City as needed throughout the project. Meetings can be held in-person or virtually depending upon the tasks desired. Video conferencing will be used for conversations and project updates.

If required, additional meeting can be set as needed on an additional hourly fee basis.

Observation:

The Team will regularly check The Facebook and other online social outlets for community feedback and comments. Vireo will alert the City if any concerning comments arise. The City will be responsible for commenting/responding to social media comments, if need be.

Specific tools for engagement will include:

Messaging

Vireo will develop central messaging for the project that appeals to Parkville's community and apply it to project materials. Messaging will be discussed in the first coordination meeting with the City. Vireo will leverage the central messaging throughout the project and aim to build community buy-in. Vireo will also work with the City to deploy messaging via announcements, displays, print materials, comment opportunities, press releases, social media, and/or other opportunities.

Fact Sheet (1)

Vireo will create a fact sheet with project information, process, and schedule that can be distributed at various locations, public meetings and events. A digital version and digital link will also be provided for the City to use and distribute, as needed.

Online and Print Comment Forms (2)

Vireo will develop (2) online comment forms that provide an alternative engagement option for younger generations, busy families, older adults, and those who are uncomfortable or unable to attend in-person events due to the Coronavirus (COVID19) pandemic.

Vireo will also develop (2) paper/print versions of the comment forms to be distributed. The print version can also be used as a mailer for the City to print and distribute to it's citizens. Mailers are a good tool used to bridge the digital divide and reach those that may not have access to internet or simply prefer privately commenting on paper.

Both online and print versions of the comment forms will consist of similar content and gather the same type of input requested the joint Listening Sessions. The online and print comment forms will run for 2-3 weeks. A link and QR Code will be provided to the City to distribute through social media and other outlets or publications.

Listen/Define: Comment Form #1

- Project information and explanation of Grant application process by the City
- Content addressing already known public concerns
- Opportunity to define necessary programing and needs/ wants of the community
- Opportunity to list additional comments and concerns

Review: Comment Form #2

- Summary of the feedback received from the community and recommendations from the City
- Review park concept designs (2)
- Gather community feedback and direction for final plan

Social Media/Digital Content

Vireo will create a series of digital graphics/content for the City to post within their Social Media platforms, Nextdoor, the City's webpage, and other publications, informing the public and encouraging citizens to stay informed and involved, to fill out the comment forms, and come to the joint Listening Sessions. All content will be suitable for a range of social media platforms and include a schedule, graphics, messaging, and other information.

QR codes

Vireo will develop QR code graphic links as needed throughout the project to be placed on informational materials.

Outdoor Signs

Vireo will develop digital artwork for " H Style yard signs" for the City to have produced and placed at Platte Landing Park and thought the City. Signs will inform the public and advertise the project

Park Banner

Vireo will develop digital artwork for a "Park Banner" for the City to have produced and placed at Platte Landing Park. The banner will illustrate the final park rendering of the ballfields produced by McClure Engineering and include limited text that depicts "coming soon" and/or the community's desired improvements.

Engagement Summary

Vireo will summarize messaging and engagement efforts; joint Listening Sessions; and discussions with the City in a digital Engagement Summary.

Additional Scoped Items

- Progress Calls (every 2-3 weeks, up to 12)
- Project Management & QAQC
- LA Assistance

Proposed Fee

Task		Vireo Fee
1	Listen/Define	$17,190
2	Review	$13,300
3	Approve	$6,100
4	Internal Meetings & Coordination	$6,940
Subtotal		$43,530
	Direct Expenses	$850
Total		**$44,380**

2021 Projects

Division	Type	New or Replacement	Name	Project Description	Funding Source	2021 Budget	Funds Spent	Remaining Funds to Be Spent	Status / Projected Quarter
Admin/IT	Equipment	Replacement	Computer Replacement Cycle	Continue cycle to replace 25% of office computers each year in order to maintain a four-year replacement cycle for software, hardware, operating systems, and warranties.	100% General Fund	$ 6,000	$ 6,146	$ -	**COMPLETED**
Admin	Project	Project	Building Safety Upgrades	Install bulletproof glass panels on the 2nd floor enclosure	100% General Fund	$ 16,000		$ 16,000	3rd Quarter
Admin	Project	Replacement	City Hall Building Repairs	Repairs include internal painting Phase 2	100% General Fund	$ 30,000		$ 30,000	
Admin	Project	New	Court Copier	New Copier for the Municipal Court	100% General Fund	$ 4,000	$ -	$ 4,000	3rd Quarter
Admin	Project	New	Court Software Upodate	ShowMe Court software purchase, mandated by the State.	100% General Fund	$ 15,000		$ 15,000	
					TOTAL ADMIN/IT/Court	**$ 71,000**	**$ 6,146**	**$ 65,000**	
CD	Project	New	Bell Road PSP Plan	Develop a prelimninary plan for the improvements to Bell Road.	100% General Fund	$ 10,000	**$** -	$ 10,000	2022
CD	Project	New	Master Plan Update	The Parkville Master Plan was adopted in 2009, and is recommended to be updated every 10 years. Project includes a consultant team conducting an extensive public engagement process, and updating the current plan's vision, community goals and objectives, SWOT analysis, data, maps and future land use projections.	100% General Fund	$ 60,000	$ 39,084	$ 20,916	**COMPLETED**
					TOTAL COMMUNITY DEVELOPMENT	**$ 70,000**	**$ 39,084**	**$ 30,916**	

Division	Type	New or Replacement	Name	Project Description	Funding Source	2021 Budget	Funds Spent	Remaining Funds to Be Spent	Status / Projected Quarter
Police	Equipment	Replacement	Battery/Radio Replacement	Replace existing Police portable radios and Police mobile radios over next five years	100% General Fund	$ 20,000		$ 20,000	**COMPLETED**
Police	Equipment	Replacement	Patrol Vehicle	Two AWD Police Vehicle including emergency equipment, video, radio, etc.	100% General Fund	$ 81,798		$ 81,798	4th Quarter
Police	Equipment	Replacement	In-Car Video Systems	Replace existing in-car video system with updated system. Will be on a five-year maintenance cycle to match warranty pending wear and tear.	100% General Fund	$ 4,136		$ 4,136	**COMPLETED**
Police	Project	New	PD Substation Design	Design of the PD Substation on the West side of Parkville	100% General Fund	$ 10,000		$ 10,000	
					TOTAL POLICE	**$ 115,934**	**$ -**	**$ 115,934**	
PW	Project	New	Entryway Monument Prelim Plan	Design of the monument signs at the entrances to Parkville on the east and west sides of Hwy 45.	100% General Fund	$ 10,000	$ -	$ 10,000	4th Quarter
PW	Project	New	Public Parking Lot Lease/Purchase	Lease/purchase payment for a public parking lot. The lease/payment will continue for 25 Years, for the use of the public parking lot for 99 years.	100% General Fund	$ 22,041		$ 22,041	
					TOTAL PW	**$ 32,041**	**$ -**	**$ 32,041**	
Streets	Project	Replacement	Storm Sewer Evaluation and Repair	Review the condition of the existing public storm sewers. Repairs will be made based on findings.	100% General Fund	$ 35,000	$ -	$ 35,000	3rd Quarter
					TOTAL STREETS	**$ 35,000**	**$ -**	**$ 35,000**	
					TOTAL GENERAL FUND	**$ 323,975**	**$ 45,230**	**$ 278,891**	

Division	Type	New or Replacement	Name	Project Description	Funding Source	2021 Budget	Funds Spent	Remaining Funds to Be Spent	Status / Projected Quarter
Sewer	Project	Replacement	FF Hwy Pump Station	Upgrades to the FF Hwy Pump Station	100% Sewer Fund	$ 140,000	$ 10,010	$ 129,990	3rd Quarter
Sewer	Equipment	Replacement	CCTV	Program to clean and televise a portion of the 15,000 feet per year of the City's sewers.	100% Sewer Fund	$ 60,300	$ 22,494	$ 37,806	3rd Quarter
Sewer	Equipment	Replacement	DO Meter	Replacement DO Meter Unit.	100% Sewer Fund	$ 20,500	$ -	$ 20,500	3rd Quarter
Sewer	Equipment	Replacement	Mixer	Replacement of Mixer.	100% Sewer Fund	$ 12,000	$ 10,264	$ -	**COMPLETED**
Sewer	Project	New	Clarifier Floor	Replacement of Clarifier Floor.	100% Sewer Fund	$ 54,000	$ -	$ 54,000	2022
Sewer	Project	New	UV Bulbs/sleeves/ballasts	Replacement of UV Bulbs/sleeves/ballasts.	100% Sewer Fund	$ 14,000	$ 5,560	$ 8,440	3rd Quarter
Sewer	Equipment	Replacement	Clarifier Drive	Rebuild two clarifier drives at WWTP.	100% Sewer Fund	$ 16,000	$ -	$ 16,000	2022
Sewer	Equipment	New	Ongoing Sanitary Sewer Repairs	Periodic projects to rebuild sewer pipes, using the CIP process.	100% Sewer Fund	$ 240,000	$ 15,151	$ 224,850	3rd Quarter
Sewer	Project	New	Zero Turn Mower	Replacement of Zero Turn Mower.	100% Sewer Fund	$ 17,000	$ 14,628	$ -	**COMPLETED**
					TOTAL SEWER	**$ 573,800**	**$ 78,107**	**$ 491,585**	
Transportation	Maintenance	New	2" Asphalt Mill and Overlay	Contractor to mill and overlay existing asphalt streets in the City that have become deteriorated.	100% Transportation Fund	$ 250,000	$ 222,443	$ -	**COMPLETED**
Transportation	Maintenance	New	Curb & Sidewalk Repair	Repair defective sections of curb and sidewalk due to general deterioration.	100% Transportation Fund	$ 50,000	$ 62,869	$ -	**COMPLETED**
Transportation	Maintenance	New	Snow Box Attachment	Purchase of snow box attachment to assist with plowing snow in the downtown and small parking areas.	100% Transportation Fund	$ 5,000	$ -	$ 5,000	2022
Transportation	Maintenance	New	Crack Sealing	Crack sealing of existing street in the City. Includes rental of crack sealing machine and crack seal material.	100% Transportation Fund	$ 10,000	$ -	$ 10,000	4th Quarter
Transportation	Maintenance	New	Street Striping	Needed to re-paint areas on the pavement such as centerlines and stop bars for traffic safety.	100% Transportation Fund	$ 10,000	$ -	$ 10,000	3rd Quarter
					TOTAL TRANSPORTATION	**$ 325,000**	**$ 285,311**	**$ 25,000**	

Division	Type	New or Replacement	Name	Project Description	Funding Source	2021 Budget	Funds Spent	Remaining Funds to Be Spent	Status / Projected Quarter
Project Fund	Project	Replacement	Route 9 Future Phases	Major Street Reconstruction	Project Funds/CID	$ 185,503	$ -	$ 185,503	2022
Project Fund	Project	Replacement	Route 9: Hwy 45 to Lakeview Dr	Major Street Reconstruction	MoDot Cost Share	$ 3,575,000	$ 538,255	$ 3,036,745	2022
Project Fund	Project	Replacement	Route 9 Hwy 9-6th St Intersection	Major Street Reconstruction	Projects Fund/MoDot /Chapter 100	$ 762,175	$ 440,815	$ 321,360	3rd Quarter
					TOTAL PROJECTS FUND	**$ 4,522,678**	**$ 979,070**	**$ 3,543,608**	
Parks Sales Tax	Project	New	PLP Ballfields	The engineering of baseball fields and multipurpose fields.	100% Parks Sales Tax	$ 800,000	$ -	$ 800,000	2022
Parks Sales Tax	Project	New	Grading for Ballfields	Grading for the proposed ballfields in Platte Landing Park.	100% Parks Sales Tax	$ 150,000	$ 52,050	$ -	**COMPLETED**
Parks Sales Tax	Project	Replacement	Trail Grading Equipment	Purchase of trail grading equipment to assist with regular trail grading maintenance.	100% Parks Sales Tax	$ 5,000	$ -	$ 5,000	3rd Quarter
Parks Sales Tax	Project	Replacement	Watkins Park Improvements	Design and construction of shelter, parking and playground in Watkins Park.	100% Parks Sales Tax	$ 50,000	$ 11,043	$ 38,958	3rd Quarter
Parks Sales Tax	Project	Replacement	Wetlands Educational Area	Outdoor classroom space and kiosks for wetland education.	100% Parks Sales Tax	$ 15,000	$ -	$ 15,000	4th Quarter
Parks Sales Tax	Project	New	ELP Playground Update	Replacement of playground equipment in English Landing Park.	100% Parks Sales Tax	$ 25,000	$ -	$ 25,000	3rd Quarter
Parks Sales Tax	Project	Replacement	Entry Signs for PLP/ELP	The design and purchase of new entry signs to ELP and PLP	100% Parks Sales Tax	$ 100,000	$ -	$ 100,000	3rd Quarter
Parks Sales Tax	Project	New	JD 6-Series Tractor	Replacement of tractor in fleet for mowing of parks.	100% Parks Sales Tax	$ 55,000	$ -	$ 55,000	3rd Quarter
Parks Sales Tax	Project	Replacement	Roundabout Makeover	The design and construction of new landscaping for the roundabout on the south side of Busch Drive.	100% Parks Sales Tax	$ 30,000	$ 3,235	$ 26,765	3rd Quarter
					TOTAL PARKS SALES TAX FUND	**$ 1,230,000**	**$ 66,328**	**$ 1,065,723**	
					GRAND TOTAL	**$ 6,975,453**	**$ 1,454,045**	**$ 5,404,807**	

Projected expenditures per Quarter				
1st Quarter Actual	**2nd Quarter Actual**	**3rd Quarter Projected**	**4th Quarter Projected**	**2022 Projected**
$ 101,933	$ 1,352,113			

ITEM 4.B.
For 8/30/2021
Board of Aldermen - Finance Committee Meeting

CITY OF PARKVILLE
Policy Report

Date: August 24, 2021

Prepared By:
Matthew Chapman, Finance/HR Director

Reviewed By:
Joe Parente, City Administrator

ISSUE:
Salary Survey Update (Administration)

BACKGROUND:
In June 2017, the Board of Aldermen authorized the hiring of a consultant to perform a Compensation and Classification Study of all City employees. The intent of the study was to review employee compensation and benefits. It included updating job descriptions based on current duties, evaluating and classifying positions into pay grades, and determining what market adjustments should be made to pay rates based upon information obtained from peers for wages and benefits. The Board of Aldermen was interested in updating the City's classification plan to assure it is equitable within the organization and market competitive. The Board of Aldermen approved the funding for the adjustments recommended by the study to be paid out over two budget years, 2018 and 2019.

In discussions earlier this year with the Finance Committee, staff proposed a market survey update to gauge where the City stood in the marketplace for recruiting and retaining a qualified workforce. The issue has also come up in Board of Aldermen strategic planning workshops. The Austin Peters Group (APG) was engaged to complete a survey of peer cities identifying adjustments over the past three years and planned future adjustments. This will be a survey of participating peers from the 2017 survey. The peer city survey will identify what increases in actual pay and pay ranges were made in the past three years as well as the planned adjustment for 2021. APG was tasked to review law enforcement adjustments separately.

Beth Tatarko, Vice President with APG, will present her findings on August 30 and answer any questions at that time.

BUDGET IMPACT:
There are no costs associated with the presentation. Any salary changes resulting from the updated study will be included in a future budget.

ALTERNATIVES:
As this is a presentation, there are no alternative actions recommended.

STAFF RECOMMENDATION:
Staff recommends incorporating the findings into ongoing discussions concerning the recruitment and retention of employees, as well as the 2022 Budget process.

POLICY:

Section 112.070.G. of the Municipal Code designates the City Administrator as the personnel officer of the City with authority to recommend a position classification system and salaries to the Mayor and Board of Aldermen.

SUGGESTED MOTION:
As this is a non-action item, no motion is necessary.

ATTACHMENTS:
1. Draft Salary Survey Report

Market Survey Update
City of Parkville, Missouri
August 2, 2021

THE AUSTIN PETERS GROUP, INC.

Team:
Elizabeth Tatarko, Vice President
Rebecca Crowder, President
Peter Tatarko, Consultant
4809 Prairie Vista
Fort Collins, CO 80526
Ph (970) 266-8724
Fax (913) 851-7529
etatarko@austinpeters.com
www.austinpeters.com

Table of Contents

I. Background and Introduction

The City of Parkville, Missouri engaged the services of The Austin Peters Group (APG), Inc., based in Overland Park, Kansas and Fort Collins, Colorado. The service engagement was for a market study update and a compression analysis. APG has provided the City Administrator with additional supporting documents for the project. This document is an overview of recommendations and findings. This document is the final report for the City of Parkville.

II. Findings

The City of Parkville approved engagement of The Austin Peters Group, Inc. to provide an updated market study beginning July 1, 2021. The market study update follows a comprehensive compensation and classification study completed in 2017 for the Parkville.

The market study update provides findings at the 50th and 60th percentile for the city to consider in implementation.

Finding 1: Two options for movement of pay ranges are provided at the 50th percentile and 60th percentile of the market. At the 50th percentile of the market the cost to move all employees (except law enforcement) is $50,202.59 and the cost for law enforcement employees is $39,676.65 for a total of $89,879.24. At the 60th percentile of the market the cost to move all employees (except law enforcement) is $62,262.94 and the cost for law enforcement employees is $56,950.75 for a total of $122,213.69. These totals at the 50th and 60th percentile include moving employees to new range minimums and moving employees through the pay range to alleviate pay compression. Law enforcement pay was analyzed separately from all other employees and separate ranges were established. The City should move pay ranges according to an index that follows what pay ranges move for employers in Kansas City regional area. The proposed adjustments will increase competitiveness for all positions, including law enforcement.

Finding 2: Comparison of benefits showed Parkville in a better position for health insurance coverage and cost for single and family coverage. This was true for dental coverage as well. Vision is not provided by Parkville, however the majority of peers have coverage. No recommendations were made regarding benefits. A summary of comparisons of benefits is found in Table 3.

Finding 3: Three positions needed additional pay range adjustments upward due to market conditions: Code Enforcement, Nature Sanctuary Director, and Planner.

III. Market Study and Results

Collection of Salary Data

The salary study was completed with data collected from peer cities used in the prior study. After a review of peer cities, a few cities were added to the 2021 study from the Kansas City region. The market study update included all the positions from the prior study with a few adjustments. A total of 29 job titles/positions were used in the market analysis.

Each market respondent was asked to complete a survey that included the following:

- Prior to finalizing the market survey instrument, Parkville's Finance Director solicited department head review of the descriptions of positions to ensure changes from 2017 were captured and reflected current positions.
- The salary survey that asked participants to match and rate their own positions with those in the salary survey. For each position, the respondent provided the title of the position, minimum pay, maximum pay, average or actual pay, number of people in the position, number of people supervised by the position, and exempt or non-exempt status under Fair Labor Standards Act. Hourly wage rates were reported as of July 1, 2021. A sample and guide were provided to assist respondents.
- Each Market Peer was contacted a minimum of three times using email and telephone. Many Market Peers were contacted more than three times to clarify positions, reporting, and responsibilities. Some peers were able to provide all of the data requested, while others were able to provide partial information.
- Market respondents were analyzed for a Cost-of-Living Index (COLI) published by the Council for Community and Economic Research (C2ER). COLI data is recognized by the U.S. Census Bureau, U.S. Bureau of Labor Statistics, CNN Money, and the President's Council of Economic Advisors. Parkville and the average of peer respondents had the same COLI index. The market data did not require any adjustment for COLI.

A combined total of 20 respondents that included cities and one county were represented in the market survey response (see Table 1).

Table 1: Respondents to the Survey

City/County	County	COLI 2019	Pop 2019	Response
Basehor	Leavenworth	93.3	5,951	Yes
Bonner Springs	Johnson	107	7,782	Yes
DeSoto	Johnson	107	6,254	Yes
Excelsior Springs	Clay	92	11,640	Yes
Gladstone	Clay	92	27,126	Yes
Grain Valley	Jackson	90.6	13,966	Yes
Harrisonville	Cass	91.8	10,043	Yes
Kearney	Clay	92	10,095	Yes
Lansing	Leavenworth	93.3	11,900	Yes
Merriam	Johnson	107	11,185	Yes
Mission	Johnson	107	9,523	Yes
North Kansas City	Clay	92	4,477	Yes
Oak Grove	Jackson	90.6	8,217	Yes
Platte City	Platte	97.2	4,901	Yes
Platte County	Platte	97.2		Yes
Pleasant Hill	Cass	91.8	8,510	Yes
Riverside	Platte	97.2	3,342	Yes
Roeland Park	Johnson	107	6,769	Yes
Smithville	Clay	92	9,884	Yes
Spring Hill	Johnson	107	6,626	Yes
Average		**97.3**	**9,800**	
Parkville	**Platte**	**97.2**	**6,724**	Yes
Edwardsville	Wyandotte	94.9	4,492	No
Greenwood	Jackson	90.6	6,247	No
Liberty	Clay	92	31,328	No
Peculiar	Cass	91.8	5,139	No

Once salary survey data was collected, the review with current positions and ranges was used to develop adjusted pay ranges. No positions or employees received a proposed decrease in pay. APG has provided the City Administrator with a detailed analysis by person as to financial adjustments.

The proposed ranges for positions are in Table 2.

Table 2: Proposed Ranges by Position

Department	Job Title	Current Range Minimum	Current Range Maximum	Proposed New Range Min 50th Percentile	Proposed New Range Max 50th Percentile	Proposed New Range Min 60th Percentile	Proposed New Range Max 60th Percentile
Public Works	Laborer	$ 14.93	$ 21.05	$ 15.53	$ 22.23	$ 15.92	$ 22.91
Parks	Laborer	$ 14.93	$ 21.05	$ 15.53	$ 22.23	$ 15.92	$ 22.91
Administration	Receptionist	$ 14.97	$ 21.11	$ 15.53	$ 22.23	$ 15.92	$ 22.91
Nature Sanctuary	Asst Director	$ 14.97	$ 21.11	$ 15.53	$ 22.23	$ 15.92	$ 22.91
Police	Dept Assistant - Police	$ 16.33	$ 23.04	$ 16.61	$ 23.77	$ 17.01	$ 24.49
Administration	Billing Clerk	$ 16.33	$ 23.04	$ 16.61	$ 23.77	$ 17.01	$ 24.49
Public Works	Dept Assistant - PW	$ 16.33	$ 23.04	$ 16.61	$ 23.77	$ 17.01	$ 24.49
Community Development	Code Enforcement	$ 16.39	$ 23.10	$ 17.88	$ 25.59	$ 18.25	$ 26.27
Nature Sanctuary	Director	$ 16.39	$ 23.10	$ 17.88	$ 25.59	$ 18.25	$ 26.27
Public Works	Skilled Laborer	$ 17.33	$ 24.42	$ 17.88	$ 25.59	$ 18.25	$ 26.27
Court	Court Administrator	$ 20.96	$ 29.53	$ 20.96	$ 29.53	$ 20.96	$ 29.53
Community Development	Building Inspector	$ 20.96	$ 29.53	$ 20.96	$ 29.53	$ 20.96	$ 29.53
Community Development	Planner	$ 21.02	$ 29.61	$ 24.44	$ 34.99	$ 24.85	$ 35.77
Public Works	Project Manager	$ 22.88	$ 32.25	$ 24.44	$ 34.99	$ 24.85	$ 35.77
Public Works	Construction Insp	$ 24.21	$ 34.12	$ 24.44	$ 34.99	$ 24.85	$ 35.77
Community Development	Building Official	$ 24.21	$ 34.12	$ 24.44	$ 34.99	$ 24.85	$ 35.77
Parks	Superintendent	$ 24.21	$ 34.12	$ 24.44	$ 34.99	$ 24.85	$ 35.77
Administration	City Clerk	$ 25.50	$ 35.97	$ 27.16	$ 38.87	$ 27.78	$ 39.99
Administration	Asst to the City Admin.	$ 25.50	$ 35.97	$ 27.16	$ 38.87	$ 27.78	$ 39.99
Administration	City Treasurer	$ 25.50	$ 35.97	$ 27.16	$ 38.87	$ 27.78	$ 39.99
Public Works	Operations Dir	$ 25.50	$ 35.97	$ 27.16	$ 38.87	$ 27.78	$ 39.99
Administration	Finance/HR Director	$ 34.68	$ 48.88	$ 38.44	$ 55.02	$ 39.26	$ 56.52
Community Development	Comm Dev Director	$ 34.68	$ 48.88	$ 38.44	$ 55.02	$ 39.26	$ 56.52
Public Works	Public Works Director	$ 35.18	$ 49.60	$ 38.26	$ 54.76	$ 39.49	$ 56.85
Administration	City Administrator	$ 45.80	$ 65.91	$ 48.09	$ 68.83	$ 52.19	$ 75.12

Department	Job Title	Current Range Minimum	Current Range Maximum	Proposed New Range Min 50th Percentile	Proposed New Range Max 50th Percentile	Proposed New Range Min 60th Percentile	Proposed New Range Max 60th Percentile
Police	Officer	$ 19.96	$ 27.39	$ 21.04	$ 29.49	$ 21.37	$ 30.36
Police	Officer II	$ 20.96	$ 29.53	$ 22.43	$ 31.45	$ 22.79	$ 32.37
Police	Sergeant	$ 25.50	$ 35.97	$ 25.92	$ 36.34	$ 27.14	$ 38.54
Police	Detective Sergeant	$ 25.50	$ 35.97	$ 25.92	$ 36.34	$ 27.14	$ 38.54
Police	Captain	$ 32.05	$ 45.17	$ 33.03	$ 46.30	$ 34.55	$ 49.06
Police	Police Chief	$ 35.18	$ 49.60	$ 38.66	$ 54.20	$ 43.36	$ 61.58

Table 3: Benefits - Summary of Insurance and Benefits

Health Insurance, Benefits, and Leave - represents a summary of results of information provided. Not all organizations provided information on benefits and leave.

Parkville Employees: 40 FT, 16 PT and 6 Department Heads
Peer Group Average Employees: 64 FT, 46 PT, and 6 Department Heads

Benefits Report for Parkville, Missouri

Benefits Item	Employer Share %		Employer Monthly Amount		Additional Information	
	Parkville	Peer Group Average	Parkville	Peer Group Average	Parkville	Peer Group Average
Health Insurance (single)	93%	87%	$414	$503.63	BCBSKC	BCBS (4) Cigna (2) United Health (1) Humana (1) MPR (1) No Response (12)
Health Insurance (family)	81%	76%	$1,280	$1,312.15	Same as above	Same as above
Vision (single)	0%	66%	$0.00	$6.00	BCBSKC	VSP (5) BCBS (1) Ameritas (1) Eye Med (1) MetLife (1) MPR (1) United Health (1) No Response (8)
Vision (family)	0%	56%	$0.00	$16.14	Same as above	Same as above
Dental (single)	100%	88%	$30.80	$28.85	BCBSKC	Delta Dental (6)

						BCBS (1) Met Life (1) MPR (1) United Health (1) Guardian (1) No Response (9)
Dental (family)	41%	75%	$48.06	$74.79	Same as above	Same as above

Other Pay Practices		
	Parkville	Peer Group Average
COLA		Yes (3) responses Average (1.67%)
Step Increase		Not enough data
Longevity		Not enough data
Merit	Yes (2%)	Yes (10) responses Average – (3.10%)
Other		Not enough data