FINANCE COMMITTEE

Monday, October 11, 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

3. Action Items

A. Approve the minutes for the September 27, 2021, meeting

B. Approve a purchase order with Dale Brothers for salt and sand material for the 2021-2022 winter season (Public Works)

C. Approve a purchase order with Central Salt through the Mid-America Regional Council Kansas City Regional Purchasing Cooperative for straight salt for the 2021-2022 winter season (Public Works)

D. Approve an agreement with Embassy Landscape for the landscape and hardscape design and construction of the Busch Drive improvements (Public Works)

4. Non-Action Items

5. Unfinished Business (postponed from prior meetings)

6. Other Business

7. Adjourn

Posted Date & Time: 10/8/21; 12:38 p.m. By: MM

ITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: October 8, 2021

Department: Public Works

Low Bidder and Contract Amount:

FTC Equipment LLC
5238 Winner Road
Kansas City, MO 64127

$3,772.74 / $2,816.94

General Scope of Work Description/Project:

WWTF Basement Grinder Pump (WA-87):

The sump pump in the basement of the sewer plant was experiencing issues. In April 2021, the City replaced the grinder pump in the basement. Since that time, there was an issue with a bolt found in the grinder pump pit that burned up the motor. This unfortunately was not covered under the warranty. The City called in FTC to make the repairs to the sump pump. Work Authorization 87 represents the initial quote for the grinder pump and the installation. Work Authorization 87B includes additional work that was necessary to clean out the pit to prevent any future issues.

The 2021 budget includes funding for maintenance at the wastewater treatment plant. There is capacity in the Building Maintenance line item 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: 7/27/21 **Estimated Completion Date:** 10/8/21

Budget Account Code: 30-501.06-01-00

Authorization:

- ☐ City Administrator: ____________ Date: ____________
- ☐ Department Head: Alysen Mabul Date: 10/8/21
- ☐ 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 #87 -2021

Date:	July 27, 2021
Issued to:	FTC Equipment, LLC 5238 Winner Road Kansas City, MO 64127
Project/Work Description Title:	WWTF Basement Pump Field Service Call
Scope of Work/Purpose:	WWTF Basement Pump – Order #11677

Schedule and Price

- See attached order acknowledgement for price breakdown

Total **$3,772.74**

Project Start Date:	July 27, 2021
Estimated Completion Date:	August 27, 2021
Latest Acceptable Date:	August 27, 2021
Estimated Cost:	$3,772.74
Expenditure Limit:	$3,772.74
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 Schlitzer
Company: FTC Equipment, LLC Date: 9/1/21

Authorization

Department Head: Alysen Abel Date: 10/8/21
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 #
8/31/2021	14746

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
WA 87-2021	Net 30	9/30/2021	MAS	Service	Factory	300479163 / 3006...	WK002282

Quantity	U/M	Item	Description	Unit Price	Amount
			Facility: WWTP Location: Basement Sump Equipment: Sulzer Pump Model Piranha S20/2, SN: 300479163, 2HP, 3PH, 460V, 3400RPM, 3.6Amps, 1-1/4" Discharge 7/26/2021 - Field Service Call to troubleshoot sump pump. - Arrived at the job site. The basement was flooded with product. The breaker at the panel was tripped. We tried to reset the breaker and run the pump, but the pump kept tripping. Pulled the pump up and found that the shredding ring and the shredder were broken. Further inspection determined that the motor was bad and that a nut was lodged in between the shredder ring and the shredder ring assembly. Un-wired the pump and pulled it to take back to the shop. Cleaned up job site.		
2.25	HR	Labor-MO-LR	Labor-MO	100.00	225.00
2.25	HR	Labor-MO-SA	Labor-MO	100.00	225.00
1		Truck	Service Truck Charge	150.00	150.00
1		MLS	Materials, Lubes, Solvents & Supplies	50.00	50.00
			Check, inspect, and estimate repair of Sulzer Pump Model Piranha S20/2, SN: 300479163, 2HP, 3PH, 460V, 3400RPM, 3.6Amps, 1-1/4" Discharge		

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 #
8/31/2021	14746

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
WA 87-2021	Net 30	9/30/2021	MAS	Service	Factory	300479163 / 3006...	WK002282

Quantity	U/M	Item	Description	Unit Price	Amount
			*Upon further inspection, this unit is beyond economical repair and does not qualify for warranty consideration due to impact damage. A new unit is quoted below.		
1	EA	PRZ1C1111212111	Sulzer Piranha S20/2, Standard, 2HP, 3PH, 460V, 3450RPM, 1-1/4" Discharge SN: 300630617	1,922.74	1,922.74
1		Freight	Freight	200.00	200.00

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 #
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P.O. No.	Terms	Due Date	Rep	Ship Via	FOB	S/N	W/O Number
WA 87-2021	Net 30	9/30/2021	MAS	Service	Factory	300479163 / 3006...	WK002282

Quantity	U/M	Item	Description	Unit Price	Amount
			8/9/2021 - Field Service Call to install replacement pump. - Arrived at the job site. Went over safety review with the customer. Pumped the pit down using FTC's rental pump until we could see the pump. Pulled the pump up and removed the 2" coupling attached to 1-1/4" PVC. Installed 1-1/4" coupling and pipe to extend down to the union. Installed the coupling so we could screw the union back onto the pipe. Connected the union back the discharge line. Pulled the wire to the panel and tested its rotation. Filled out the required information for the start-up report before lowering the pump into the hole. Before lowering the pump we noticed a stick at the bottom of the well. Tried removing the stick and in doing so, we found a lot of grit and debris in the well. Spoke with the customer and they requested that we install the rental pump back into the well until they have the pit cleaned out. Got additional fittings needed to reconnect the rental pump and fixed the line, then re-attached the camlock fitting. Hooked up the rental pump back up into the panel and tested it for leaks at the line. No leaks were present. Stored the new pump at the job site and cleaned up.		
4	HR	Labor-MO-SA	Labor-MO	100.00	400.00
4	HR	Labor-MO-RR	Labor-MO	100.00	400.00
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!

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	$3,772.74
Sales Tax (8.85%)	$0.00
Total	$3,772.74

Parkville
Missouri

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Work Authorization #87B -2021

Date:	July 27, 2021
Issued to:	FTC Equipment, LLC 5238 Winner Road Kansas City, MO 64127
Project/Work Description Title:	WWTF Basement Pump Field Service Call
Scope of Work/Purpose:	WWTF Basement Pump – Invoice #14734

Schedule and Price

- See attached order acknowledgement for price breakdown

Total **$2,816.94**

Project Start Date:	July 27, 2021
Estimated Completion Date:	August 27, 2021
Latest Acceptable Date:	August 27, 2021
Estimated Cost:	$2,816.94
Expenditure Limit:	$2,816.94

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 Schlitzer
Company: FTC Equipment, LLC Date: 9/1/21

Authorization

Department Head: Alysen Abel Date: 10/8/21
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 #
8/25/2021	14734

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
WA 87B-2021	Net 30	9/24/2021	MAS	Service	Factory	300479163 / 3006...	WK002282

Quantity	U/M	Item	Description	Unit Price	Amount
			Facility: WWTP Location: Basement Sump Equipment: Sulzer Pump Model Piranha S20/2, SN: 300479163, 2HP, 3PH, 460V, 3400RPM, 3.6Amps, 1-1/4" Discharge 7/30/2021 - Field Service Call to install FTC rental pump. - Arrived at the job site to install the temporary basement sump pump. Attached the cam lock fittings to the rental sump pump and carried it to the basement. Attached the hose to the PVC piping after we cut it to fit. Plugged the pump in to ensure the float was set properly. It pumped the room down and the pump turned off at the correct time. Cleaned up the job site.		
2.25	HR	Labor-MO-CB	Labor-MO	100.00	225.00
2.25	HR	Labor-MO-LR	Labor-MO	100.00	225.00
1	EA	Equipment Rental	2" Tsurumi Pump Model- (Provided to customer at no charge)	0.00	0.00
5	FT	02-TG200X100	2" Tiger Green Hose	5.59	27.95
2	EA	04-20EPP	2" Male Cam Lock X 2" Hose Barb	7.79	15.58
2	EA	04-SCR200	2" Right handed spiral clamp	10.36	20.72
1	EA	066983020	2" SCH80 PVC Male Connector	8.61	8.61
1	EA	Z8STB2X11/4	2 x 1-1/4 Sch 80 PVC Sp X	6.11	6.11
2	EA	04-CNPY200	2" Hose Barb X 2" Male NPT	4.43	8.86
1		Truck	Service Truck Charge	150.00	150.00
1		MLS	Materials, Lubes, Solvents & Supplies	25.91	25.91

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

Invoice

Date	Invoice #
8/25/2021	14734

Phone: 816-833-7200
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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
WA 87B-2021	Net 30	9/24/2021	MAS	Service	Factory	300479163 / 3006...	WK002282

Quantity	U/M	Item	Description	Unit Price	Amount
			8/9/2021 - Field Service Call to install replacement pump. - Arrived at the job site. Went over safety review with the customer. Pumped the pit down using FTC's rental pump until we could see the pump. Pulled the pump up and removed the 2" coupling attached to 1-1/4" PVC. Installed 1-1/4" coupling and pipe to extend down to the union. Installed the coupling so we could screw the union back onto the pipe. Connected the union back the discharge line. Pulled the wire to the panel and tested its rotation. Filled out the required information for the start-up report before lowering the pump into the hole. Before lowering the pump we noticed a stick at the bottom of the well. Tried removing the stick and in doing so, we found a lot of grit and debris in the well. Spoke with the customer and they requested that we install the rental pump back into the well until they have the pit cleaned out. Got additional fittings needed to reconnect the rental pump and fixed the line, then re-attached the camlock fitting. Hooked up the rental pump back up into the panel and tested it for leaks at the line. No leaks were present. Stored the new pump at the job site and cleaned up.		
1	HR	Labor-MO-SA	Labor-MO	100.00	100.00
1	HR	Labor-MO-RR	Labor-MO	100.00	100.00
1	EA	Job Supplies	To Include additional fittings	40.76	40.76
1	EA	0669897012	1-1/4" Sch80 PVC Union	21.74	21.74
1	FT	060305260	1-1/4 X 20 PVC SCH80 PE Pipe	2.50	2.50

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 #
8/25/2021	14734

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
WA 87B-2021	Net 30	9/24/2021	MAS	Service	Factory	300479163 / 3006...	WK002282

Quantity	U/M	Item	Description	Unit Price	Amount
			8/10/2021 - Field Service Call to remove rental and install new pump. - Arrived at the job site. The incoming voltage was checked at the top of the breaker. The main disconnect has 2 blown fuses. The fuses were replaced with fuses that the customer had. The voltage was verified. The contactor was stuck engaged. The power was disconnected and the contactor was ohmed between each of the 3 legs. Without being engaged the contactor had continuity through 3 of the legs. These were the b and c legs corresponding with the blown fuses. The contactor will require replacement, along with the overloads. Cleaned up the job site.		
2	HR	Labor-MO-SA	Labor-MO	100.00	200.00
2	HR	Labor-MO-KA	Labor-MO	100.00	200.00
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 #
8/25/2021	14734

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
WA 87B-2021	Net 30	9/24/2021	MAS	Service	Factory	300479163 / 3006...	WK002282

Quantity	U/M	Item	Description	Unit Price	Amount
			8/11/2021 - Field Service Call to replace contactor & overload. - Drove to the job site. The contactor and overloads were replaced. The main disconnect was then turned on and the voltage was checked at the top of the breaker. This is grounded b phase so the center leg does not have voltage when checked to the ground. The voltage was proper. The pump was then tested and the contactor began chattering. The floats were checked since this usually indicates that a float is bad. After further troubleshooting the seal and the thermal relay were found to be bad. The leak and thermal wires were bypassed and the pump ran without an issue. The customer was informed that the leak and thermals were bypassed. This panel is small and fitting a CA462 relay would be hard to properly fit. The pump was then installed and a start-up form was completed. Cleaned up the job site.		
3.75	HR	Labor-MO-KA	Labor-MO	100.00	375.00
3.75	HR	Labor-MO-SA	Labor-MO	100.00	375.00
1	EA	LC1D12G7	SquareD Contactor 12Amp	187.03	187.03
1	EA	LRD10	SQD Overload Relay, 4 to 6 a	101.17	101.17
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!

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	$2,816.94
Sales Tax (8.85%)	$0.00
Total	$2,816.94

Parkville
Missouri

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: September 23, 2021

Department: Public Works

Low Bidder and Contract Amount:

Heritage Tractor
1300 S. US Hwy 169
Smithville, MO 64089

$6,300

General Scope of Work Description/Project:

Work Authorization #1 – Zero Turn Repair:

The City owns three zero turn mowers for the maintenance of the parks and other public areas. One of the mowers purchased in 2019 needed to be repaired. There is still value in this mower for the City, staff determined that the mower should be repaired instead of replaced.

The 2021 Parks budget in the General Fund includes funding available for maintenance and repair of lawn mowers and tractors.

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

The original mower was purchased through Heritage Tractor, who is the local distributor for John Deere equipment.

Project Start Date: 9/7/21

Estimated Completion Date: 10/8/21

Budget Account Code: 525-06-21-02

Authorization:

- ☐ City Administrator: ______________________ Date: ______________
- ☐ Department Head: Alysen Abel 10/8/21
- ☐ 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 1

Date: September 7, 2021
Issued to: Heritage Tractor
1300 S. U.S. Hwy 169
Smithville, MO 64089
816-873-3385

Project/Work Description: Repair Zero Turn Mower- Parks Dept.
Title:
Scope of Work/Purpose: Parks Dept. Mower Repair

Schedule and Price

Project Start Date:	September 1, 2021
Estimated Completion Date:	October 1, 2021
Latest Acceptable Date:	October 1, 2021
Estimated Cost:	$6,300.00
Expenditure Limit:	$6,300.00
Budget Account Code:	525-06-21-02

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: John Hostable, Service Manager Signature: John W. Hostable
Company: Heritage Tractor Date: 9-9-21

Authorization

Department Head: Alysen Abel Date: 10/8/21
Alysen Abel, Public Works Director

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

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

For Internal Staff Use Only

(initial each item and file with executed work authorization)

_____ Employment Eligibility Status Verification (if the cost exceeds $5,000)

_____ Certificate of Insurance that demonstrates compliance with the Terms and Conditions

_____ Valid business license

Finance Committee Meeting
Monday, September 27, 2021 3:30 PM
Administration Conference Room, City Hall

Draft Minutes

1. **Call to Order**

Chair Sportsman called the meeting to order at 3:32 p.m. A quorum was present.

Members Present: Chair Marc Sportsman, Nan Johnston, Tina Welch and Robert Lock

City Staff Present: City Administrator Joe Parente, Police Chief Kevin Chrisman, Police Captain Jon Jordan, Public Works Director Alysen Abel, Finance/Human Resources Director Matthew Chapman, Community Development Director Stephen Lachky, Public Works Project Manager Chris Ashley, Assistant to the City Administrator Jeffery Rhodes and City Clerk Melissa McChesney

Other Aldermen Present: Phil Wassmer

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 September 7, 2021, meeting**

Nan Johnston moved to approve the minutes for the September 7, 2021, meeting. Tina Welch seconded; motion passed 3-0.

B. **Amend the 2021 Operating Budget ordinance**

City Administrator Joe Parente stated that the 2021 budget needed to be amended to address the impacts of COVID and spending on larger capital projects. The amendments were needed to balance final year end budgets, and transfers, to account for budget expenditures in budgets.

Robert Lock joined the meeting at 3:37 p.m.

Parente said that staff was forecasting a deficit in the Transportation Fund and the transfer would be eliminated due to the Route 9 project being able to be funded with the use of American Rescue Plan Act (ARPA) funds. He noted that the ARPA changes would be completed when the documentation was completed.

Discussion focused on the unfunded project for a glass enclosure in the lobby of City Hall and a study completed to reconfigure the area.

Johnston moved to recommend that the Board of Aldermen adopt an ordinance amending the 2021 operating budget udget and fund transfers. Welch seconded;

motion passed 4-0.

C. **Amend the 2021 salary ordinance**

Finance/Human Resources Director Matthew Chapman said that The Austin Peters Group updated the compensation study that was completed in 2016 and presented the findings to the Finance Committee on August 30. The Committee directed staff to draft an ordinance to implement the recommendations for the Police Department in 2021 to adjust the pay ranges to the 60th percentile and include the compression adjustment and pay stipend up to $5,000, subject to the Police Chief's discretion. He noted that the other recommendations from the study would be implemented in 2022.

Discussion focused on concerns about the subjectivity of the supplemental pay stipend and the parameters.

Robert Lock moved to recommend that the Board of Aldermen adopt an ordinance to amend the 2021 salary ordinance. Welch seconded; motion passed 4-0.

D. **Approve Work Authorization No. 1 to construct a new glass enclosure and improve the existing enclosure at City Hall**

Assistant to the City Administrator Jeffery Rhodes said that the project would duplicate the work completed on the reception side of the lobby at City Hall and the addition of slide-through panels and a retrofit of the speaker slots would add an additional cost. He noted that staff anticipated a proposal for a protective film over the glass.

Discussion focused on not adding a glass enclosure using the city administrator's approval to retrofit the reception side and having staff research costs to build a wall instead of installing a glass enclosure.

No action was taken.

4. Non-Action Items

A. **Recording Meetings**

City Clerk Melissa McChesney stated that Alderman Welch had been contacted by residents to find out why Finance Committee meetings were not recorded. She noted that in researching other cities, she had discovered that none of the cities that had responded recorded similar meetings. Discussion focused on options and the consensus was for staff to record the meetings via Zoom.

B. **Downtown Restrooms**

Public Works Director Alysen Abel said that the Parkville Old Towne Market Community Improvement District (POTMCID) met on September 16 and discussed restrooms downtown. They approved a $35,000 grant to give to the City to put toward a new public restroom and Dave Williams offered to put in $5,000. Brian Mertz provided a preliminary design with an estimated cost of $70,000. Staff was concerned that, based on other City projects, the cost would be higher than estimated. The Committee discussed giving the POTMCID money for them to complete the project or not moving forward.

5. Unfinished Business (postponed from prior meetings)

6. Other Business

Alderman Wassmer requested that the City consider revisiting the agreement with the Cathy Kline Art Gallery for use of the train depot. Public Works Director Alysen Abel responded that the lease was through 2023.

Nan Johnston left the meeting at 4:51 p.m.

The consensus of the Committee was to revisit the use of the train depot closer to the expiration of the agreement.

7. Adjourn

Chair Sportsman adjourned the meeting at 4:54 p.m.

Submitted by:

Melissa McChesney City Clerk	Approval Date

ITEM 3.B.
For 10/11/2021
Board of Aldermen - Finance Committee Meeting

CITY OF PARKVILLE
Policy Report

Date: October 7, 2021

Prepared By:
Alysen Abel, Public Works Director

Reviewed By:
Melissa McChesney, City Clerk

ISSUE:
Approve a purchase order with Dale Brothers for salt and sand material for the 2021-2022 winter season (Public Works)

BACKGROUND:
City crews use salt and sand during winter snow and ice clearing operations each year. The salt storage building holds approximately 550 tons of material and is usually full at the beginning of the winter season. Staff typically uses approximately 100 tons of material in each of the major storm events.

In September 2021, staff contacted the three local companies who supply the salt and sand materials for municipalities in the metro area. The quotes are included as Attachment 1. Dale Brothers provided the lowest quote for the two types of winter mixes that staff normally uses: (1) salt/sand mix and (2) straight salt. The unit prices are good for the entire 2021-2022 snow season until May 1, 2022.

The City has used Dale Brothers in the past for the winter mixes and has been satisfied with their product and service. They have historically been the low bidder with respect to the salt/sand mixes. Material costs have increased industry-wide due to demand.

BUDGET IMPACT:
The 2021 budget includes $50,000 for Emergency Snow Removal (line item 40-520.07-20-00). The current balance for this line item is $38,064. The proposed 2022 budget will include $60,000. Staff will continue to purchase material as needed within the allocated budgets while balancing the needs of the emergency snow operations.

ALTERNATIVES:

1. Approve a purchase order with Dale Brothers for salt and sand materials for the 2021-2022 winter season.
2. Provide direction to staff regarding the salt and sand material purchase.
3. Do not approve the item.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends the approval of a purchase order with Dale Brothers for the salt and sand material for the 2021-2022 winter season. The purchase order will guarantee the unit prices through May 1, 2022.

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 purchase order with Dale Brothers for salt and sand material through May 2, 2022, subject to annual appropriations.

ATTACHMENTS:

1. Purchase Order

PURCHASE ORDER
(non-construction)

CITY OF PARKVILLE (PURCHASER)
8880 Clark Avenue
Parkville, MO 64152

Date: October 19, 2021

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

VENDOR: **Dale Brothers, Inc.**
P. O. Box 12541
Kansas City, KS 66112-0542
913-334-1075

SHIP TO: Streets Maintenance Building, 9300 NW 45 Highway, Parkville, MO 64152

INVOICE TO: Parkville City Hall, 8880 Clark Ave., Attn: Alan Schank, 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 a **UNIT PRICE** of **$92.00 per ton for Straight Salt Delivered** and **$69.50 per ton Delivered for 1 & 1 Salt and Sand Mix** 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 May 1, 2022.

ITEMS:	SCHEDULE OF DELIVERY:
Straight Salt Price: Ninety-Two Dollars ($92.00) per Ton Delivered 1 & 1 Salt and Sand Mix Price: Sixty-Nine Dollars and 50/100 ($69.50) per Ton Delivered See Attachment "A" – Terms and Conditions See Attachment "B" – Insurance Requirements See Attachment "C" - Quote	Materials shall be delivered on request within 72 hours of placing order. Streets Maintenance Building, 9300 NW 45 Hwy., Parkville, MO 64152 Attn: Alan Schank

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")	**DALE BROTHERS, INC**.(**Vendor)**
By:______________________________ **Nanette K. Johnston**	**By:**____________________________________
Title: Mayor	**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) Vendor shall furnish to Purchaser all MSDS sheets 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 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.

Doubled D, Inc.
dba Dale Brothers
PO Box 12541
Kansas City, KS 66112

DALE BROTHERS

Phone: 913.334.1075
Fax: 913.334.0090

Online: dalekc.com

Environmentally responsible products and services

Date: 9-28-21

Customer: Parkville
Address:

Email:
Phone: 913 915 4156

RE: ICE CONTROL PRICES 2021/2022

2021/2022 Season

Delivered to: Park ville Mo

Salt Rate:	$ 92.00	per Ton Delivered *
Sand Rate:	$ N/A	per Ton Delivered *
1x1 Rate:	$ 69.50	per Ton Delivered *

bid does not include sales tax

Prices good through April 1, 2022.

Bill Hale — 9-28-21
Dale Brothers — Date

______ ______
Date

Print Name:

Title:

DALE BROTHERS

- Demolition
- Recycling
- Excavating
- Trucking
- Aggregate
- Site Clean-up

ITEM 3.C.

For 10/11/2021

Board of Aldermen - Finance Committee Meeting

CITY OF PARKVILLE
Policy Report

Date: October 7, 2021

Prepared By:	Reviewed By:
Alysen Abel, Public Works Director	Melissa McChesney, City Clerk

ISSUE:

Approve a purchase order with Central Salt through the Mid-America Regional Council Kansas City Regional Purchasing Cooperative for straight salt for the 2021-2022 winter season (Public Works)

BACKGROUND:

City crews use salt and sand during the winter snow and ice clearing operations each year. There are two different types of winter mixes used (1) salt/sand mix and (2) straight salt. Due to the terrain of Parkville, the salt/sand mixture is necessary for traction on the steep streets.

On October 6, 2020, the Board of Aldermen approved a purchase order with Dale Brothers for salt and sand material for the 2020-2021 winter season. Their bid included both types of winter mixes.

Due to the increased prices of winter mixes, staff contacted other communities and a few of them utilize a cooperative purchasing arrangement through Mid-America Regional Council (MARC) and the Kansas City Regional Purchasing Cooperative (KCRPC). Each year, KCRPC releases a bid document on behalf of several communities within the region with an estimated amount of winter mixes. Their bid includes straight salt. KCRPC received bids from several suppliers and contracted with Central Salt for their bulk salt at a price of $71.02 per ton. The price per ton for the current contract with Dale Brothers is $92.00 per ton for straight salt. The purchase order with Central Salt would provide the City with a cost savings of $20.98 per ton.

Based on discussions with MARC and KCRPC, the City can be added to their contract with Central Salt for the purchase of straight salt. There is no agreement with MARC; the only contract document required would be a purchase order with Central Salt.

Since we will still need the salt/sand mixture to treat our streets, staff would like to utilize both contractors for our winter mixes. The City does not have previous experience with the cooperative purchase arrangement. Maintaining two contracts will allow the City to determine the most efficient way to obtain the winter mixes necessary to serve our community's snow removal needs.

BUDGET IMPACT:

The 2021 and 2022 budgets include funding for Emergency Snow Removal. Staff will continue to purchase material as needed within the allocated budgets, while balancing the needs of the emergency snow operations.

ALTERNATIVES:

1. Approve a purchase order with Central Salt for straight salt for the 2021-2022 winter season.

2. Provide direction to staff regarding this item.
3. Do not approve this item.
4. Postpone the item.

STAFF RECOMMENDATION:
Staff recommends the approval of a purchase order with Central Salt for the purchase of straight salt for the 2021-2022 winter season.

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 purchase order with Central Salt for the purchase of straight salt at a unit price of $71.02 per ton.

ATTACHMENTS:
1. Purchase Order

PURCHASE ORDER
(non-construction)

CITY OF PARKVILLE (PURCHASER)
8880 Clark Avenue
Parkville, MO 64152

Date: October 5, 2021

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

VENDOR: **Central Salt, L.L.C.**
1420 State Highway 14
Lyons, KS 67554
620-257-5626 ext. 505

SHIP TO: Streets Maintenance Building, 9300 NW 45 Highway, Parkville, MO 64152

INVOICE TO: Parkville City Hall, 8880 Clark Ave., Attn: Alan Schank, 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 _8_ pages including attachments. Purchaser agrees to pay a **UNIT PRICE** of **$71.02 per ton for Straight Salt Delivered** for such materials, subject to any additions or deductions agreed upon in writing, in accordance with the MARC/KCRPC Contract. **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 May 1, 2022.

ITEMS:	SCHEDULE OF DELIVERY:
Straight Salt Price: Seventy-One Dollars and two cents ($71.02) per Ton Delivered See Attachment "A" – Terms and Conditions See Attachment "B" – Insurance Requirements See Attachment "C" - Quote	Materials shall be delivered per MARC contract #1 Streets Maintenance Building, 9300 NW 45 Hwy., Parkville, MO 64152 #2 Street Maintenance Building #2, 7101 NW Hampton Rd, Parkville, MO 64152 Attn: Alan Schank 913-915-4156

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")	**CENTRAL SALT, LLC.** **Vendor**
By:____________ **Nanette K. Johnston**	**By:** Lori Young **Lori Young**
Title: **Mayor**	**Title:** **Customer Service Supervisor**
Date:____________	**Date:** 10 - 6 - 21

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) Vendor shall furnish to Purchaser all MSDS sheets 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 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.

KCRPC
Kansas City Regional Purchasing Cooperative

NOTICE OF MARC/KCRPC CONTRACT MODIFICATION
DATED: May 24, 2021

Bid Title:	Yearly Contract for Snow & Ice Control Materials
Bid/Contract No.	87
Contract Modification No.:	4
Contract Period:	06/01/19 to 05/31/20
Contract Renewal:	06/01/20 to 05/31/21
Contract Renewal:	06/01/21 to 05/31/21
Contract Renewal:	-
Contract Renewal:	-

CONTRACTOR:
Lori Young
Customer Service Supervisor
Central Salt, L.L.C.
1420 State Highway 14
Lyons, Kan., 67554

P. 620-257-5626 ext. 505
F. 620-257-5052
Email: lyoung@centralsalt.com

MODIFICATION TO ORIGINAL CONTRACT
The original contract issued July 1, 2019 is revised as follows:

MARC/KCRPC and Participants does hereby accept your offer to renew the contract with no changes, for one additional year.

The pricing includes the 1.5% administrative fee due to MARC based on all sales. This is the second renewal option, with two one-year renewals remaining under this contract. The current price list with estimated tonnage for each participant is included with this modification.

Straight salt – $71.02 per ton (delivered)

SnowSlicer – $82.01 per ton (delivered)

By: DocuSigned by: David A Warm
552058DA79A04DC...
David Warm, Executive Director
Mid-America Regional Council

6/10/2021
Date:

By: Lori Young
Lori Young
Central Salt, L.L.C.

May 25, 2021
Date:

Copy to: Bid file, Database, Participants

BID/CONTRACT # 87 SALT & DEICERS
Effective 6/1/21` to 5/31/22 (Modification 4)
With 2 one-year renewal options remaining

KC RPC

	Item #	Description	Unit	Est. Qty.	CENTRAL SALT LLC Unit Price	CENTRAL SALT LLC Total Price
	1	**Salt, straight**	Ton	13,000	71.02 $	923,260.00
No change		Jackson County	4,000			
No change		Lee's Summit	5,000			
Increased		North Kansas City (Pending 1 time 350 ton approval)	500			
No change		Parkville	400			
Pending		Platte City	150			
Increased		Riverside	2,500			
Increased		Truman Medical Center - Hospital Hill	200			
Increased		Truman Medical Center - Lakewood	250			
Pending		Edwardsville, Kansas				
	2	**ClearLane® enhanced de-icer / Snowslicer**	Ton	1045	82.01 $	85,700.45
No change		Lee's Summit	500			
Decreased		Liberty Hospital	175			
No change		Olathe	250			
No change		Weston	120			
		TOTAL VALUE:			$	1,008,960.45

MINIMUM DELIVERY, IF ANY			25 Tons
PAYMENT, NET 30, DISCOUNTS?			Net 30, no discount
OFF SHELF DISCOUNT?			No
MAXIMUM PERCENTAGE ALLOWED OVER ESTIMATED TONNAGE			20%
DELIVERY RATE OUTSIDE 50 MILE RADIUS OF METRO	51-100	miles	$ 3.50 Per mile
	101-150	miles	$ 4.00 Per mile
	151-200	miles	$ 4.50 Per mile
DELIVERY TIME PRE-SEASON (BEFORE NOV 15)			10 Business Days
DELIVERY TIME PRE-SEASON, NON EMERGENCY (AFTER NOV 15)			10 to 15 Business Days
DELIVERY TIME EMERGENCY			10 Business Days
PICK UP AT LOCATION			"N/A"
AVERAGE TON LOAD OF TRUCKS			25 Tons
FACILITY LOCATION			1420 State Highway 14, Lyons, Kan., 67554
OPERATION HOURS			6:00 a.m. to 10 p.m. Mon-Fri
FACILITY - SALT PRODUCTION			1420 State Highway 14, Lyons, Kan., 67554
ONLINE ORDERING AVAILABLE			No
PROCUREMENT CARDS ACCEPTED			No
COOPERATIVE PURCHASING ALLOWED?			No

CENTRAL SALT®

Customer Set Up Form

To facilitate the processing of your orders, please complete this form and fax it to the appropriate office location. Thank you.

Primary Place of Business

Company Name: City of Parkville
Address: 8880 Clark Avenue
City, State, Zip: Parkville, MO 64152
County: Platte
Contact Name: Alan Schank
Work Phone: 913-915-4156
Mobile Phone: 913-915-4156
Fax #: ____
Contact e-mail: Aschank@parkvillemo.gov
Do you require Purchase Order Numbers: Yes No x

Billing Address

Company Name: City of Parkville
Billing Address: Same
City, State, Zip: ____
Accounts Payable Contact Name: Alysen Abel
A/P Work Phone: 816-741-7676
A/P Mobile Phone: ____
A/P Contact e-mail: Aabel@parkvillemo.gov
List the email address to email invoices to:
Are you Taxable or IF Tax Exempt-Provide Certificate:
Taxable____ Tax Exempt X - Include Certificate

Delivery Address #1

Delivery Location Name: Street Maint. Bldg. #1
Delivery Address: 9300 NW 45 Hwy.
City, State, Zip: Parkville, MO 64152
Delivery Location Contact Name: Alan Schank
Delivery Contact Work Phone: ____
Delivery Contact Mobile Phone: 913-915-4156
Type of trucks this location can receive:
Flatbed____ Dry Van____ Hopper___ End Dump X
Delivery Hours: 6:00 a.m. t0 2:00 p.m.
Comments: Monday - Friday
If the carrier is looking for directions, may we have them contact you? Yes X No____
GPS coordinates for this Delivery Location:
____

Delivery Address #2

Delivery Location Name: Street Maint. Bldg. #2
Delivery Address: 7101 NW Hampton Road
City, State, Zip: Parkville, MO 64152
Delivery Location Contact Name: Alan Schank
Delivery Contact Work Phone: ____
Delivery Contact Mobile Phone: 913-915-4156
Type of trucks this location can receive:
Flatbed____ Dry Van____ Hopper___ End Dump X
Delivery Hours: 6:00 a.m. to 2:00 p.m.
Comments: Monday - Thursday
If the carrier is looking for directions, may we have them contact you? Yes X No____
GPS coordinates for this Delivery Location:
____

If you have additional delivery locations, please complete additional pages as necessary.
Please fax back to the Lyons office.

LYONS MINE OFFICE
1420 State Road 14, Lyons KS 67554
800-879-7258 Phone / 620-257-5626 Phone / 620-257-5052 Fax

CITY OF PARKVILLE
Policy Report

Date: October 7, 2021

Prepared By:
Alysen Abel, Public Works Director

Reviewed By:
Melissa McChesney, City Clerk

ISSUE:
Approve an agreement with Embassy Landscape for the landscape and hardscape design and construction of the Busch Drive improvements (Public Works)

BACKGROUND:
The 2021 Capital Improvement Program includes funding for improvements to the landscape island at the end of Busch Drive located in English Landing Park. The City worked directly with the landscape professionals at Embassy Landscape to develop a plan for the reconstruction of the landscape island. The initial concept was presented to the Community Land and Recreation Board (CLARB) earlier this year.

On August 3, 2021, the Board of Aldermen approved a construction agreement with Mid States Forms for the curb, gutter and retaining wall improvements at the base of the island feature. When this project was presented to CLARB and the Board of Aldermen, there were concerns about City staff doing this work. There were also concerns about constructing a quality project within the limited budget. The Board of Aldermen suggested obtaining a quote from Embassy Landscape to assist the City with this project. Staff worked directly with their landscape professionals to determine what work needed to be performed by City staff and what could be constructed through a contractor. The total bid from Embassy Landscape to complete the landscape and hardscape portions of the project is $83,791.

BUDGET IMPACT:
The Parks Sales Tax Fund includes funding available for the Busch Drive improvements.

ALTERNATIVES:

1. Approve a construction agreement with Embassy Landscape for the Busch Drive improvements.
2. Provide direction to staff related to the Busch Drive improvements.
3. Do not approve this item.
4. Postpone this item.

STAFF RECOMMENDATION:
Staff recommends approval of the construction agreement with Embassy Landscape for the landscape and hardscape portions of the Busch Drive improvements.

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 construction agreement with Embassy Landscape for the landscape and hardscape portions of the Busch Drive improvements in the amount of $83,791.

ATTACHMENTS:

1. Embassy bid

Bid Summary
City of Parkville
English Landing Park
Roundabout Landscaping
9/21/21

Embassy Landscape Group hereby proposes the following budget to provide the design, materials, equipment, diversified workforce, and supervision for completion of the following items:

Scope of Work: Install "Roundabout" Landscaping and water feature per Embassy Landscape Plan dated 5/5/21.

Boulder Outcroppings

- **Install 8 ton weathered limestone boulders in landscape**

Sub Total: **$4,440.00**

Planting

- **Prep beds**
- **Provide and install 30 Cubic Yards of Compost/Soil planting mix**
- **Install Plant Material**

QUANTITY	COMMON NAME	SIZE	in / ft / flat / gal
3	Canaerti Juniper	6.00	ft
24	Bobo Hydrangea	3.00	gal
5	Morning Light Maiden Grass	1.00	gal
10	Gro-Low Fragrant Sumac	3.00	gal
4	Tiger Eyes Sumac	10.00	gal
14	Color Guard Yucca	1.00	gal
11	Millennium Ornamental Chive	1.00	gal
3	Aromatic Aster	1.00	gal
28	Rose Verbena	1.00	gal
32	Blue Arrow Juncus	1.00	gal
4	Creeping Jenny	1.00	gal
17	Purple Loosestrife	1.00	gal
0	Sedum	1.00	gal
15	Prairie Dropseed	1.00	gal

15	Butterfly Milkweed	1.00	gal
40	Goldstar Rudbeckia	1.00	gal
30	Little Bluestem	1.00	gal
10	Liatris	1.00	gal

- **Mulch with 3” layer of Double Ground Hardwood mulch**
- **Apply Preemergent weed control**

Sub Total: **$14,652.00**

<u>Low Voltage Lighting</u>

- **Install 20 LED Commercial Grade Landscape Lights and transformer**

Sub Total: **$5,775.00**

<u>Irrigation</u>

- **Provide automatic irrigation system for landscape**
  - **Rainbird controller**
  - **Rain Sensor**
  - **Rainbird Sprinkler heads (20)**

Sub Total: **$3,064.00**

Drainage

Sub Total: **$7,610.00**

TOTAL PROJECT: **$35,541.00**

Work Performed by Others
(Formal written proposals will be provided by contractors)

<u>Water Feature – Good Earth Water Gardens</u>

- Construct custom pond-less water feature
- Reservoir
- Pump Vault, 1 pump, and plumbing
- Stone falls and cobblestone stream bed
- Boulders connected to feature
- Lighting

Total: **$21,225.00**

<u>Stone Veneer and Coping – Heritage Stone Masonry, LLC</u>

- Install stone veneer and caps to match park pavilion

Total: **$27,025.00**

Note: Price subject to change after 30 days.

Exclusions: Topsoil and placement except as noted, electrical supply, water supply or backflow preventor, sleeving, boring under road or signage.

Assumptions: ***No underground obstructions that would prohibit installation of material.***

Estimator: Dan Nelson
Embassy Representative Signature ___________________________________
Date __________________

Client Signature ____
Date __________________

Billing Address ___________________________________

____

Non-Union: Yes
Tax Exempt: No
Addenda Seen: None
Prevailing Wage: No
Furnish and Install: Yes

Terms: A 30% down payment is required on acceptance of proposal. Monthly progress payments will be made during construction with the balance due on completion.

Note: 18% APR finance charge will be added to past due balances. All cost incurred in the collection of past due balances, finance charges associated to the above, and any legal fees resulting from the above collections are the sole responsibility of the customer.

Customer is responsible for reading, understanding Terms & Conditions documents at time of signing this contract. Please read the Terms & Conditions document carefully and discuss with us any questions you might have.

Acceptance of Proposal

The above prices and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

All material is guaranteed to be as specified and will be completed in a workman-like manner according to standard practices. Any major alteration or deviation from the above specifications involving extra costs will be done only on written change order. The cost will become an extra charge over and above the estimate. We reserve the right to make minor field changes as necessary to adapt to unexpected field conditions.

All elements of this agreement are contingent upon strikes, accidents or delays beyond our control. This proposal does not include charges for additional materials and labor which may be required should excessive rock be encountered.

Conditions and Warranty

Public Utilities We will be responsible for calling utility locates prior to the start of the job to identify any public utilities which we must avoid.

Buried Obstructions Only you can tell us if there are any private underground lines or structures that may interfere with our work. You must identify and locate these prior to our work. If we hit something that you have not told us about, and located for us, we cannot be liable for the repair of the damaged items.

Site access We may need to use the driveway and/or parking lot for access during the job. We will be as careful as possible of the drive during construction. In rare cases, cracks may develop. We cannot be responsible for repair. All damage can be avoided by keeping all equipment off of the drive, which would necessitate extras material handling charges being added to your contract. Landscape construction may involve damage to turf areas. Lawn repair will be an additional cost unless otherwise noted.

Time and Material Work We may have quoted some time and material work. The budgets suggested may vary up and down. The actual time and materials expended will be billed.

Grading Grades assumed to be plus or minus .10 feet to subgrade at commencement otherwise noted in this proposal. Additional grading required bringing grades to above tolerances will be charged as an extra.

General conditions The costs of any additional overtime wages, weekend work, work out of sequence, or other expenses incurred due to failure of the owner/general contractor to properly schedule Embassy within proposed time frame will be reimbursed to Embassy by the owner/general contractor. All elements of this agreement are contingent upon strikes, accidents or delays beyond our control. . We will not be responsible for losses due to vandalism, rodents, and tree roots, construction settlement caused by efflorescence or acts of God. This proposal does not include charges for additional materials and labor which may be required should excessive rock be encountered.

Warranty

Plantings will be guaranteed for 12 months from the date of planting or to leaf out during following growing season. Guarantee is contingent upon proper maintenance by owner. Embassy will provide recommended maintenance procedures. Embassy’s guarantee of plant material will be voided if any governmental agency imposes water restrictions.

Hardscape construction Embassy will warranty hardscape construction two years and will correct problems that become apparent. All pavers are guaranteed by manufacturer to meet ASTM standards. Any other materials are guaranteed by manufacturer to meet specifications. Water features are covered by a one year guarantee for workmanship.

All warranties contingent on full payment according to the terms of the contract.

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANICS LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR“LIEN WAIVERS” FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIENWAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.