



COMMUNITY LAND AND RECREATION BOARD

Regular Meeting (#21-09) Agenda
CITY OF PARKVILLE, MISSOURI
Wednesday, November 10, 2021 7:00 PM
City Hall Board Room

1. CALL TO ORDER

A. Roll Call

Neil Davidson - Chair, Adam Zink, Dana Laiben, Robert Stuteville, Laura Ozenberger, Shawnda Winterstaetter, Steven Sturgess, Michelle Flamm. Linda Arnold, Marc Sportsman - Board Liaison

2. CONSENT AGENDA

A. Approve the minutes for the October 13, 2021, regular meeting

B. Approve the minutes from the October 18, 2021, Special Meeting

3. NON-ACTION AGENDA

A. Veterans Memorial Project Update

4. ACTION AGENDA

A. Approve a construction agreement with Woodward LLC for masonry work for the Busch Drive improvements (Public Works)

5. UPDATES & MISCELLANEOUS ITEMS FROM STAFF

A. Parks

1. Farmers Market Update

B. Nature Sanctuary

C. Public Works

D. Park Events

6. MISCELLANEOUS ITEMS FROM THE BOARD

7. ADJOURN



COMMUNITY LAND AND RECREATION BOARD

Regular Meeting (#21-08)

MINUTES

CITY OF PARKVILLE, MISSOURI

Wednesday, October 13, 2021 6:00 PM

City Hall Board Room

1. CALL TO ORDER

The meeting was called to order at 06:01 PM on October 13, 2021.

A. Roll Call

Roll was called by Bonnie Buckmaster, Public Works Department Assistant.

Members present were:

Absent with prior notice were:

Neil Davidson

Laura Ozenberger

Adam Zink

Michelle Flamm

Robert Stuteville

Linda Arnold

Steven Sturgess left at 7:25 p.m.

Shawnda Witterstaetter

Dana Laiben

Marc Sportsman (Liaison)

A quorum of the Board was present.

Jeffrey Rhodes, Assistant to the City Administrator; Alysén Abel, Public Works Director; Chris Ashley, Project Manager; Tom Barnard, Park Superintendent; and Bonnie Buckmaster, Public Works Assistant, were present on behalf of the City.

2. CONSENT AGENDA

A. Approve the minutes for the September 8, 2021, regular meeting

ACTION: Adam Zink moved to approve the minutes for the September 8, 2021 regular meeting, noting that Liaison Marc Sportsman was present; Dana Laiben seconded.

RESULT: Motion Passed: 8-0.

3. ACTION AGENDA

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

Alysen Abel, Public Works Director; and Chris Ashley, Public Works Project Manager, gave the background to the English Landing Park cul-de-sac project and presented the quote from Embassy Landscape. Staff suggests working directly with stone masons to get a better price, which would reduce the amount of Embassy's quote to \$56,766. Embassy includes a one-year warranty for plantings. Staff will reach out to three masons, and will update CLARB with the lowest quote. Chris Ashley recommends going with a different product than a flexible form liner after meeting with the concrete contractor Mid States Forms.

Discussions included the need for waterproofing inside of the concrete structure, the plantings, backflow prevention, the water and electrical boring from McKeon Stage, landscape design, and drainage. CLARB asked staff to look into the prevailing wage requirements. Some members of CLARB wanted more detailed information on the fill, plantings, sculpture or water feature, depth of the landscape bed, and overall design. There was discussion of whether to include a water feature or to possibly add it in at a later time. Tom Barnard, Park Superintendent, stated that the boulders would be of various sizes of 8-10 inches and 10-20 inches. There will be no standing water in the water feature, the water will be recirculated. As the area is being constructed, the boulders and landscaping will be adjusted aesthetically.

Liaison Marc Sportsman recommended moving forward with phase one of the project and scheduling a special meeting to discuss the concerns.

Staff agreed to schedule a special meeting for Monday, October 18th at 12:00 p.m., and will have a representative from Embassy Landscape in attendance to answer all questions. Staff recommended that the CLARB move to recommend the quote from Embassy contingent on all concerns to be addressed at the special meeting.

ACTION: Dana Laiben moved 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 not to exceed \$56,766 with the condition that all of the questions will be answered at the October 18th Special Meeting. Shawnda Witterstaetter seconded.

RESULT: Motion Passed: 8-0.

4. NON-ACTION AGENDA

- A. 2022 Budget Update

Alysen Abel, Public Works Director, presented the updated 2022 Budget with some updated quotes. There will be a lease purchase for the tractor at \$7,000 per year for nine months. There was also a zero turn mower added in at \$18,500. The Busch Drive improvements will be adjusted. There was a small adjustment to Watkins Park for trail resurfacing and the Southern Platte Pass Trail was adjusted to \$70,000.

Discussions included the bike repair stations that will be placed at various locations in the park. There were also questions regarding the park entry sign design, which Abel stated there was a small committee that met last year and could send CLARB the approved design by CLARB and the Board of Aldermen.

5. STAFF UPDATES ON ACTIVITIES

A. Parks

Alysen Abel, Public Works Director, stated there would be a ballfield kick-off meeting to identify key dates for the schedule. The first round would be a review of conceptual designs at a joint Board of Aldermen and CLARB work session to be scheduled on November 10th at 5:30 p.m., Information will be forthcoming. There will be a public listening session and follow-up with an online survey. Once the schedule is finalized, staff will send it out. The traffic survey is anticipated to be completed by Thanksgiving.

B. Nature Sanctuary

Kristen Bontreger, Nature Sanctuary Director, will host a pumpkin carving event at English Landing Park on October 21st at 6:00 p.m. Ghost Stories is scheduled for Saturday October 23rd at 6:30 p.m.

C. Public Works

Members noticed the progress of the sidewalks on 9 Hwy. and said that they were looking good.

6. MISCELLANEOUS ITEMS FROM THE BOARD

Jeffery Rhodes, Assistant to the City Administrator, said that TurkeyTrot will be held this year. Brewfest is scheduled for this Saturday the 16th. Main Street Parkville Association has sold 1,500 tickets for Brewfest and are hoping to sell a total of 3,000.

Alysen Abel said that the shelter was installed at Watkins Park together with the hardscape and the pad for the shelter and parking has been poured.

7. ADJOURN

ACTION: Adam Zink moved to adjourn at 7:28 p.m.; Linda Arnold seconded.

RESULT: Motion Passed: 7-0.

The minutes for October 13, 2021, having been read and considered by the Community Land and Recreation Board, were approved on the 10th day of November, 2021.

Bonnie Buckmaster, Public Works Assistant

Approval date



COMMUNITY LAND AND RECREATION BOARD

Special Meeting (1)

MINUTES

CITY OF PARKVILLE, MISSOURI

Monday, October 18, 2021 12:00 PM

City Hall Board Room

1. CALL TO ORDER

A. Roll Call

Roll was called by Bonnie Buckmaster, Public Works Department Assistant.

Members present were:

Neil Davidson

Adam Zink

Michelle Flamm

Robert Stuteville

Linda Arnold

Steven Sturgess

Dana Laiben

Absent with prior notice were:

Laura Ozenberger

Shawnda Witterstaetter

Marc Sportsman (Liaison)

A quorum of the Board was present.

Jeffrey Rhodes, Assistant to the City Administrator; Alysén Abel, Public Works Director; Chris Ashley, Project Manager; Tom Barnard, Park Superintendent; Kristen Bontreger, Nature Sanctuary Director, and Bonnie Buckmaster, Public Works Assistant, were present on behalf of the City.

2. SMALL COMMITTEE REVIEW

A. Busch Drive Improvements

Chris Ashley, Public Works Project Manager, and Michael Turner of Embassy Landscaping, provided a detailed rendering of the proposed ELP Cul-de-sac planter.

Discussions included several aspects of the rendering, including the 2"-5" cobblestone to be placed between the curb and the wall, the progress of the stonework, which staff had reached out to three masonry contractors, with the lowest bid of \$19,800 from Woodward Masonry. Kristen Bontreger, Nature Sanctuary director, will be working closely with Embassy Landscaping on substitutions of the plantings to be non-invasive. Some trees and shrubs could be planted this year and then the perennials would be planted in the spring, 2022. The water and electric lines will be coming from the McKeon stage area and bore under the road. The backflow preventer will be inaccessible to vandals. There were further discussions about the

preventative maintenance of the pumps for the water feature to extend the life of the pumps. There could be plant markers or a QR code provided in the future. Staff assured CLARB that the project has been reviewed by Renaissance Infrastructure and has approved this project. The projected cost of phase one and phase two of the project is \$110,000 to \$120,000. Staff will look into the prevailing wage requirements.

CLARB was appreciative of the updates and agreed to move forward with the project.

3. ADJOURN

Adam Zink moved to adjourn at 12:30 p.m.; Dana Laiben seconded; motion passed 7-0.

The minutes for October 18, 2021, having been read and considered by the Community Land and Recreation Board, were approved on the 10th day of November, 2021.

Bonnie Buckmaster, Public Works Assistant

Approval date

**CITY OF PARKVILLE
Policy Report**

Date: November 8, 2021

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Approve a construction agreement with Woodward LLC for masonry work for 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 in the amount of \$46,505.90. Staff had discussed working with the contractor to provide a stamped concrete finish to the wall, but after much discussion it was determined that the finish would not be satisfactory. Staff wanted a finish that would match the character of the other stonework in the area.

The original bid with Mid States Forms included an alternative for stonework at the base of the retaining wall. Staff determined that working directly with a masonry contractor would be a more cost effective approach to providing a finish to the wall. Staff contacted two additional contractors who have performed masonry work for the City in the past and both provided quotes. Woodward provided the low bid at \$19,800.

BUDGET IMPACT:

The 2021 Capital Improvements Projects includes the Busch Drive Improvements.

ALTERNATIVES:

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

STAFF RECOMMENDATION:

Staff recommends the approval of the construction agreement with Woodward for the masonry work associated with the Busch Drive improvements. The stonework will provide a finished look on the wall that will fit the character of the other park features.

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 Woodward LLC for the masonry work on the Busch Drive improvements in the amount of \$19,800.

ATTACHMENTS:

1. Agreement

SMALL CONSTRUCTION SERVICES AGREEMENT

ENGLISH LANDING PARK CUL-DE-SAC STONE VENEER PROJECT

THIS SERVICE AGREEMENT, entered into on this **16th day of November, 2021**, by and between the **CITY OF PARKVILLE, MISSOURI** ("City") and **WOODWARD MASONRY**, ("Contractor").

WHEREAS, the City seeks to hire Contractor to provide certain construction services as described in Exhibit "A" to this Agreement (the "Construction Services"); and

WHEREAS, the City has budgeted funds to acquire the services necessary to complete the Construction Services; and

WHEREAS, Contractor has the necessary staff and qualifications to provide the Construction Services to 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 "Construction Services" when used in this Agreement shall mean any and all labor, material, equipment, insurance, surety bonds or other thing of value that may be required by this Agreement including its exhibits.
- B. The City agrees to retain Contractor and Contractor agrees to perform and complete the Construction Services described in the **Exhibit "A"** – Scope of Work, attached hereto and incorporated by reference.
- C. Service Provider represents it has all necessary skills, personnel, financial capacity, licenses, permits, knowledge, and certifications required to perform the Services described herein.

II. COMPENSATION

- A. As consideration for providing the Construction Services, the City shall pay Contractor as set forth in **Exhibit "A"**.
- B. Contractor shall submit its invoices to the City either at completion of the Project, or on such milestone or other interim terms as set forth on **Exhibit "A"**. Contractor's final invoice shall be accompanied by Waivers and Releases of Claim on the forms attached as **Exhibit "B-2"** to this Agreement, executed by Contractor any all subcontractors with contract values of \$5,000 or more, and notarized. If partial payments are authorized on **Exhibit "A"**, then Contractor shall submit partial waivers on the form attached as **Exhibit "B-1."** 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 Contractor of the nature of the dispute regarding the balance.
- C. Contractor 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.

III. SCHEDULE

- A. Time is of the essence in performance of this Agreement.
- B. Unless otherwise directed by the City, Contractor shall commence performance of the Construction Services upon execution of this Agreement.
- C. Services shall be completed within the schedule set forth on **Exhibit "A"**.
- D. Neither the City nor the Contractor 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 **Exhibit "A"** contains a provision for Liquidated Damages, it shall be because the parties have agreed that late completion of the Construction Services by Contractor would cause irreparable harm to the City, which harm is difficult to quantify; and that the parties have agreed that the amount stated in Exhibit "A" for Liquidated Damages is a fair approximation of the daily costs that the City would incur for late Substantial Completion of the work.

IV. CHANGES

- A. The City reserves the right issue Changes, both additive and deductive, to the Scope of Work at the City's discretion. Contractor shall advise the City of additional costs and time delays, if any, resulting from such Changes, before Contractor performs the Changes. No adjustment to the Contract Time or Contract Price will be permitted unless Contractor has advised the City of the potential impact prior to commencing work on the Change, and the City either issues a Change Order which is agreed to by the parties, or the City directs the Contractor to proceed.
- B. Contractor shall provide Construction 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 Contractor without the City's prior written consent shall be at the Contractor's own risk, cost, and expense, and Contractor shall not make a claim for compensation from the City for such work.

V. INDEMNIFICATION

- A. Contractor shall indemnify 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 Contractor's negligence, error, omission, recklessness, or wrongful or criminal conduct in the performance of Construction Services, including performance by Contractor'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 furnished by Contractor in the course of performance of the work, except to the extent that such claims arise from materials created or supplied by the City.
- B. Contractor's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Contractor whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.

VI. INSURANCE

- A. Contractor shall secure and maintain, at its expense, through the duration of this Agreement insurance as set forth on **Exhibit "C."**

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

- A. Contractor'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 Contractor.
- B. Unless otherwise stated in **Exhibit "A"**, Contractor shall be represented by a Superintendent or Foreman authorized to give and receive all instruction and notices from and to the City at all times while performing Construction Services, and shall have on site a person who is fluent in all languages necessary to communicate instructions regarding the work and information regarding medical emergencies with Contractor's employees and subcontractors.
- C. All of the Construction Services required hereunder will be performed by the Contractor or under Contractor'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.
- D. 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 including, but not limited to, indemnification, insurance and warranties.
- E. Contractor and all subcontractors with a contract value of \$5,000 or more shall execute affidavits on the form attached as **Exhibit "D"**, attesting to their compliance with RSMo. § 285.530.5 concerning compliance with Missouri's Worker Eligibility requirements.
- F. Contractor and all subcontractors must require all on-site employees to complete the ten-hour construction training program required under Section 292.675 RSMo. unless they have previously completed the program and have documentation of having done so. Contractor shall execute the affidavit attached as **Exhibit "E"**, attesting that it has provided OSHA safety training for its on-site employees. Contractor will forfeit a penalty to the City of \$2,500 plus an additional \$100 for each employee employed by Contractor or any subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. See Section 292.675 RSMo.
- G. No illegal drug or alcohol usage will be tolerated at the Site. All persons admitted to work on the Site will dress appropriately and avoid foul language. Music shall not be played at volume levels that would be objectionable to third-parties. Any worker found by the City to be violating these conduct requirements will be removed immediately.

VIII. WARRANTY

- A. The Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new unless the Scope of Work documents require or permit otherwise. The Contractor further warrants that the work will conform to the requirements of the Scope of Work documents and will be free from defects, except for those inherent in the quality of the Work the Scope of Work documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor or its subcontractors or suppliers, improper or insufficient maintenance or improper operation. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor's warranties required by the Agreement (express and implied)

shall remain in full force and effect even if a material or equipment item is required by the Owner to be manufactured by a specific entity, and no other equivalent product manufactured by any other entity is acceptable.

- B. The Contractor's warranty in Section IX.A. shall not be construed to replace, change or otherwise limit any statutory or common law warranty rights of the Owner, or any other Contract requirements.

IX. OWNERSHIP OF WORK PRODUCT

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

X. RELATIONSHIP OF THE PARTIES

- A. Contractor represents that it is an independent contractor and that no personnel performing any of the Construction Services shall be employees of or have any contractual relationship with the City.

XI. 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 Contractor shall be sent to:

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

- C. Notices sent by the City shall be sent to:

Woodward Masonry
Attn: Mark Woodward
10107 NE 67th St.
KCMO 64152
816-678-8029

XII. CORRECTION OF WORK

The Contractor shall promptly correct work rejected by the City or failing to conform to the requirements of the Agreement, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for services and expenses of a designer made necessary thereby, shall be at the Contractor's expense. If the Contractor fails to correct nonconforming Work within ten (10) days after receipt of written notice from the City, the City may correct it at Contractor's expense.

XIII. 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. Notwithstanding anything to the contrary in this Agreement or exhibit, 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 Contractor. The City shall compensate Contractor for the Construction Services that have been completed to the City's satisfaction as of the date of termination. Contractor shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.
- C. The City may terminate the Agreement for cause if the Contractor
 - 1. refuses or fails to supply enough properly skilled workers or proper materials;
 - 2. fails to make payment to Subcontractors for materials, equipment, services or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
 - 3. disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
 - 4. or its Subcontractors or Sub-subcontractors causes a work stoppage due to any strike, picket, boycott or participates in any voluntary or involuntary cessation of Work; or
 - 5. otherwise is guilty of substantial breach of a provision of the Agreement.

When any of the above reasons exist, the City may without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety, if any, seven (7) days' written notice, terminate the Agreement and may, subject to any prior rights of the surety, if any:

- 1. Exclude the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- 2. Direct the work of subcontractors; and
- 3. Finish the Work by whatever reasonable method the City may deem expedient. Upon written request of the Contractor, the City shall furnish to the Contractor a detailed accounting of the costs incurred by the City in finishing the Work.

When the Owner terminates the Agreement for one of the reasons stated in Section XIV. A., the Contractor shall not be entitled to receive further payment until the Work is finished.

If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for the services and expenses of a designer, and legal, consultant and testing fees made necessary thereby, and other damages incurred by the City and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor or its surety, if any, shall pay the difference to the City upon demand. The obligation for payment, if any, shall survive termination of the Agreement.

XIV. RESOLUTION OF DISPUTES

- A. Should the Contractor believe that it is entitled to any relief due to errors, omissions or defects in the Plans or Specifications, or as a result of any act or omission of an independent contractor designer in connection with the Project, the City shall cooperate with the

Contractor by permitting the Contractor to pursue legal action against the designer in the name of the City at Contractor's sole risk and expense as the City would otherwise have against such designer. The City shall pay to Contractor such sums as may be recovered from the designer on behalf of Contractor. Other than this duty of cooperation and remittance, the City shall have no liability or obligation to Contractor for any act, error, omission, negligence or breach of duty by a designer.

- B. City and Contractor agree that disputes relative to the Work 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 Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed.
- C. 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 Public Works Director as to such matter or other action on which the dispute is based. A decision of the City Public Works Director (where appropriate) under GC-7 above; notice of dispute, and direct negotiation, shall be conditions precedent to further action.
- D. Arbitration of disputes.
 - 1. 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 Contract and with the American Arbitration Association.
 - 2. 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.
 - 3. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the City or Contractor and any person or entity with whom the City or Contractor has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Contract shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Contract or not a party to an agreement with the City Contractor, except by written consent containing a specific reference to the Agreement signed by the City and Contractor 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.
 - 4. 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.

5. 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.

XV. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. Assignability. Contractor 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 Contractor 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. Contractor 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. Contractor shall comply with all applicable laws, ordinances, and codes of the State of Missouri 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, Contractor agrees as follows:
 - i. Contractor 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. Contractor 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, creed, color, national origin, religion, or sex.
 - iii. Contractor 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. 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 Contractor shall take appropriate steps to assure compliance.
- G. Interest of Contractor and Employees. Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

- H. 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 Contractor, and attached hereto.
- I. 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.
- J. 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.
- K. Third Parties. The Services to be performed by the Contractor 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.

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

WOODWARD MASONRY

By: _____

Exhibit A

Scope of Work and Pricing

Woodward Masonry will supply all materials and labor to complete the following project:

Retaining wall with stone veneer and lime stone caps. Caps will be fabricated on site to fit on retaining wall.

Contractor to provide samples of the stone product for City of Parkville's final selection.

Total materials and labor.....\$19,800.00

Term of Agreement – 60 Days



CITY OF PARKVILLE Memorandum

Date: November 4, 2021

To: Community Land and Recreation Board Members

From: Alysén Abel, Public Works Director

CC: Tom Barnard, Parks Superintendent

RE: October 2021 Parks Activity Report

The following Parks-related activities took place during October 2021:

- Trail Maintenance: Trails are maintained throughout the year as necessary.
- Ballfield Maintenance: The windscreen were adjusted on the dugouts.
- Train Depot: The ornamental grasses were cut down near the Train Depot building.
- Shelter Maintenance: Staff removed graffiti, staples and streamers from the shelter buildings.
- Building Maintenance: Staff cleaned gutters at the restroom and shelter buildings.
- Playground Maintenance: Staff added mulch to playground areas.
- Training: Staff attended chainsaw safety training workshop.
- Seasonal employees: The City hires 4 seasonal workers to assist with the maintenance of the park. One of the seasonal employees moved onto a new job. A new seasonal was hired.
- Watkins Park: Dirt was added and concrete work was initiated at Watkins Park.
- Pedestal Repair: The concrete base was poured and pedestal was remounted.
- Busch Drive Improvements: The electrical services was marked for the improvements. The site was prepped for the concrete work.
- Pocket Park: Staff attended a pre-construction meeting with the contractor for the Pocket Park project. Ornamental grasses were removed and transplanted in the park.
- Ballfield Maintenance: The ballfields are drug bi-weekly as weather permits.
- Tree Maintenance: Trees were planted, mulched and watered.
- TRIM Grant: The Tree Resource Improvement and Maintenance (TRIM) grant application was submitted. The City is requesting \$7,500 to assist with hazardous tree pruning and removals.
- Snow Operations Prep: Staff changed the oil and serviced the vehicles to prepare for the snow operations this winter.

- Highway 9 Accident: There was an accident that occurred on Highway 9, near the Fire Station. The accident resulted in damage to the stone pillars. MoDOT representatives have been contacted about the damage.
- Event Preparation:
 - The picnic tables were moved for the Brewfest event.
 - The picnic tables were moved to Farmers Market for the pumpkin carving event.
 - The picnic tables were moved to the Nature Sanctuary for Ghost Stories.
 - The picnic tables were returned to the shelter houses following Ghost Stories.
- City Cleanup Event: Parks staff members assisted with the City Cleanup events on Saturday (for the Fall Cleanup) and Monday (for the Curbside Drop-Off).
- Park Maintenance: Staff continues to mow and control weeds in the riverfront park.
- Mowing: In addition to mowing the riverfront park, staff mowed the right-of-way along Hwy 45. Staff also mowed the small parks, PAC, Route 9 entry sign and one-way split on Main Street.



October 2021 Work Report
Parkville Nature Sanctuary

Kristen Bontrager

Programming – Pumpkin carving was held on Oct. 21st from 6-8 PM. The event broke records with the number of attendees! Compost collective diverted hundreds of pounds of compostable material from ending up in the landfill. Volunteers dedicated over 150 hours solely to this event. This ranged from event preparation such as picking up the pumpkins from L & R farms, 100 of which were donated to us by Lanny Frakes, to coming out at 4:00 PM to begin cutting the pumpkins open and gutting, and even five volunteers stuck around to help with clean up! Two volunteers, Pat Harris and Marc Siebert loaded up their pick-up trucks with the jack-o-lanterns and kept them at home to protect them from animal or human destruction! Huge thank you to Tom Barnard from Parks Department from bring us several picnic tables to the Farmer's Market. We could NOT have done this without him!

Ghost Stories was held Oct. 23rd with approximately \$4,200 being raised. We are conducted a financial audit to determine how much of that was profit that can be used to continue maintenance in the sanctuary. Alan Schank and the Streets crew made Ghost Stories possible by clearing the trails and bringing in over 25 tons of gravel to make the trails as safe as possible for hundreds of visitors. They also delivered the portable bathrooms up to the Scout Shelter for visitors to use.

The event was extremely successful and visitors were having a blast! Putting this event o for the first time was exciting and exhausting. Next years will be even more fun to plan and prepare for with the experience now under my belt. Volunteers dedicated hundreds of hours to make this event fun and possible!

FOPNS- Is selling 2022 calendars for pick-up at City Hall. They are also selling them at the sanctuary on weekends and will be present at Turkey Trot registration to sell calendars and ball caps.

Trail Maintenance – Trail maintenance was focused on keeping trails tidy and safe for Ghost Stories. Much of the work was cutting back trees and limbs so that visitors would have ample and safe room to walk the trails for Ghost Stories.

Volunteers- volunteers contributed 386 man hours this month alone. This was all in preparation to pumpkin carving and Ghost Stories as well as being present at the event and clean-up of both events.

Current Volunteer Hours:

Month	Hours	Total Hours
January	94	94
February	10	104
March	65	169
April	168	337
May	82	419
June	333	752
July	168	920

August	52	962
September	48	1010
October	386	1396

Parkhill School District Professional Studies – Emily created the incredible Ghost Stories and Pumpkin carving flyers you may have seen at City Hall and all over Downtown Parkville! She is continuing to assist me with Ghost Stories related work.

Eagle Scout – John Stegman is scheduled to complete his Eagle project early November.



PUBLIC WORKS DEPARTMENT
PROJECT UPDATE
OCTOBER 2021

1. PLP Wetlands – The City worked with the US Army Corps of Engineers on the construction of the Section 1135 Wetland Project in Platte Landing Park. The project included the construction wetland areas and restoration of a riparian corridor. BKM Construction, along with their subcontractors Linaweaver and Natural States Landscaping, contracted with the Corps to construct this project. City staff served as a local project sponsor for this project. Because of the project cost savings, the Corps increased the vegetated areas throughout the project. The contractor mobilized at the end of February 2020 and started construction. In October 2020, the Corps of Engineers accepted the project with deficiencies. Staff continues to meet with wetland experts with the Corps of Engineers to review the current condition of the wetlands. Staff will plan a presentation in a future CLARB meeting to provide an update once a plan is developed.

STATUS – IN PROGRESS.

2. Pickleball Courts – The Parks Sales Tax budget included funding for the design and construction of Pickleball Courts. The City released the bid documents in June. The bid document included the base bid for four courts and included two bid alternates for lighting and relocation of the basketball court. The location of the courts was approved by CLARB and the Board of Aldermen in July. Staff finalized the contract documents and received the required insurance. Staff has also been working directly with Jack Moorhead, an USAPA Ambassador and PPA Certified Coach/Pro. Staff worked with McClure Engineering on the layout of the courts and sidewalk connections to the courts. The existing basketball court was removed and the new court was installed in October 2020. The Pickleball Court was installed in November 2020, in conjunction with the perimeter fencing. Sidewalks were installed and grading around the courts completed. The permanent paint was installed. Due to the condition of the paint, staff requested the contractor to touch it up. The contractor re-painted the courts in September. Final amenities were installed including benches and bulletin boards. Pickleball rules were developed and posted. Event guidelines were recently updated to include court fees.

STATUS – COMPLETED.

3. Pocket Park Improvements – In December 2020, the Board of Aldermen approved the Pocket Park Master Plan. There are two separate projects: (1) bollard/bump out safety improvements in front of Pocket Park; and (2) reconstruction of the south stairs. The Board of Aldermen approved the contract for the bump-out design, along with a change order to install decorative planters in conjunction with the bollard inner core. A pre-construction meeting was held in June with the contractor. The Board of Aldermen approved the contract for the improvements to the stairs and relocation of statue. Staff will continue to coordinate with the two contractors, as well as property owners and MSPA representatives throughout the construction. It is anticipated that the work will start in early 2022.

STATUS – IN PROGRESS.

4. Riverfront Park Entry Signage – The 2020 budget includes funding for the design of entry signage for the two riverfront parks. Vireo was hired to design concepts for approval. The long-range budget includes funding for the installation of these signs. A small committee consisting of representatives from the Board of Aldermen, CLARB and staff met to discuss the vision for the signage. The concepts were presented to CLARB and the Board of Aldermen in April. The Board of Aldermen approved a professional services agreement with Vireo to develop the preliminary and final drawings and specifications for the new signs. It is anticipated that the design will be completed so that the signs can be constructed in 2022.

STATUS – IN PROGRESS.

5. Busch Drive Roundabout Improvements: The landscape area in the median located in the Busch Drive cul-de-sac needs to be improved. Staff started the demolition of the existing median and worked with a landscape architect to design the median improvements. The concrete curb and wall improvements were designed and released for bid. The Board of Aldermen approved a contract for the construction of the concrete portion of the project. It is anticipated that the concrete curb and wall improvements will be completed this fall. Based on feedback during the August CLARB meeting, staff will develop a plan for the remaining improvements and incorporate assistance from outside contractors for the majority of the construction elements. Staff met with the landscape professionals at Embassy Landscape to obtain a price associated with the remaining landscape and hardscape improvements. There are elements that could be contracted separately or completed by City staff. The contracts associated with the work have been approved. The work will start at the end of 2021, it is anticipated that the work will be complete in Spring 2022.

STATUS – IN PROGRESS.

6. Watkins Park Improvements – In November 2020, the Board of Aldermen approved the Watkins Park Master Plan. Following the submittal of the Outreach Grant application, staff reviewed the master plan against the field conditions. Due to the existing grades, modifications were necessary to better integrate the proposed improvements. Staff worked directly with Vireo to modify the master plan as necessary. The Board of Aldermen approved the revised Watkins Park Master Plan in March 2021. The City received an Outreach Grant from Platte County to assist with the improvements to Watkins Park. Staff worked with McClure Engineering on the design of the proposed parking lot. The bid documents will be released in June. The contract for the parking lot improvements contract was approved by the Board of Aldermen, the construction will start in early fall. The contract for the shelter building was approved by the Board of Aldermen in May. The building was delivered and will be constructed on-site in September, to be constructed in early October. The playground equipment purchase order was approved in June and is currently being fabricated. Due to material shortages, the playground equipment will not be delivered until the end of 2021. It is anticipated that the work will be completed in early 2022.

STATUS – IN PROGRESS.

7. PLP Ballfield – Parkville received a Park Partnership Grant from Platte County in June 2021. ward for the Partnership Grant in the amount of \$1 million from Platte County in June 2021. The contract for the design consultant will include public engagement. The Board of Aldermen approved a professional services agreement with McClure Engineering for the design and public engagement. The traffic data is currently being collected by GBA for the street network in the park. Additional traffic studies will be performed this fall to analyze the street network leading into downtown Parkville. A project kick-off meeting was held with staff and the consultants to review the scope of the contract and the anticipated schedule. There will be opportunities for public engagement through public input sessions and online surveys.

STATUS – IN PROGRESS.

ITEM 5.D.

For 11/10/2021

Community Land and Recreation Board Meeting

**CITY OF PARKVILLE
Policy Report**

Date: November 8, 2021

Prepared By:

Reviewed By:

ISSUE:

Park Events

BACKGROUND:

BUDGET IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

POLICY:

SUGGESTED MOTION:

ATTACHMENTS:

1. 2021 Comprehensive Events List_NOV2021

2021 Comprehensive Events List

Name	Date	Event Start	Event Stop	Type	Location
Recycling Extravaganza	April 3, 2021	9:00 a.m.	12:00 p.m.	Event	PLP
Platte Woods UMC – Easter in the Park	April 4, 2021	8:00 a.m.	3:00 p.m.	Service	McKeon Stage / ELP
Connelly Wedding	May 1, 2021	1:00 p.m.	5:00 p.m.	Wedding	River Shelter
Cruise Night	May 1, 2021	4:00 p.m.	8:00 p.m.	MSPA	Parking Lot
Park University Graduation	May 8, 2021	2:00 p.m.	8:00 p.m.	Graduation	McKeon Stage
Everts Graduation Celebration	May 21, 2021	6:00 p.m.	9:00 p.m.	Graduation	McKeon Stage
Parkville Living Center – Picnic	May 22, 2021	10:00 a.m.	2:00 p.m.	Picnic	Train Depot / Art Gallery
Team World Vision 5k	May 22, 2021	7:00 a.m.	1:00 p.m.	Run	ELP/PLP
Memorial Day Celebration	May 27 – 30, 2021	All	Day	Event	ELP/Parking Lot/Farmers Mkt
Miles for Migraines 5K	May 29, 2021	7:30 a.m.	12:00 p.m.	Run	ELP/PLP
Platte County EDC Luncheon	June 4, 2021	11:00 a.m.	2:00 p.m.	Lunch	McKeon Stage
Recycling Extravaganza	June 5, 2021	9:00 a.m.	12:00 p.m.	Event	PLP
Cruise Night	June 5, 2021	4:00 p.m.	8:00 p.m.	MSPA	Parking Lot
River Park Church Service	June 20, 2021	11:00 a.m.	5:00 p.m.	Service	McKeon Stage
Kansas City Symphony Concert	June 21, 2021	5:00 p.m.	8:00 p.m.	Concert	McKeon Stage
4 th of July Celebration	July 4, 2021	All	Day	MSPA	ELP/Parking Lot/Parade
We Back Blue Rally	July 21, 2021	5:00 p.m.	8:00 p.m.	Rally	McKeon Stage
River Park Church Community Event	July 23, 2021	10:00 a.m.	5:00 p.m.	Picnic	McKeon Stage / Shelters
Scottish Athletics Highland Games	July 31, 2021	All	Day	Sports	PLP
Run for Reintegration 5K	July 31, 2021	7:00 a.m.	12:00 p.m.	Run	ELP/PLP
Recycling Extravaganza	August 7, 2021	9:00 a.m.	12:00 p.m.	Event	PLP
Cruise Night	August 7, 2021	4:00 p.m.	8:00 p.m.	MSPA	Parking Lot
River Park Church Service	August 8, 2021	8:00 a.m.	2:00 p.m.	Service	McKeon Stage
Parkville Days	August 20 -22	All	Day	MSPA	ELP/Parking Lot/Farmers Mkt
Zach's Army Documentary Screening	August 27, 2021	4:00 p.m.	9:00 p.m.	Movie	McKeon Stage
American Women's Lawyer Foundation (AWLF) 5K	August 28, 2021	7:00 a.m.	12:00 p.m.	Run	ELP/PLP

[Type here]

River Park Church Services	Sundays in Sept.	8:00 a.m.	12:00 p.m.	Service	McKeon Stage
Cruise Night	September 4, 2021	4:00 p.m.	8:00 p.m.	MSPA	Parking Lot
Seize the Day 5K – Epilepsy Foundation	September 19, 2021	6:00 a.m.	12:00 p.m.	Run	ELP
Forever 71 – PHHS 50 th Reunion	September 25, 2021	11:00 a.m.	5:00 p.m.	Event	East/West Shelter
River Park Church Services	Sundays in October	8:00 a.m.	12:00 p.m.	Service	McKeon Stage
KC Symphony Mobile Concert Series	October 1, 2021	7:00 p.m.		Concert	McKeon Stage
I am Second 5K	October 2, 2021	8:00 a.m.	1:00 p.m.	Run	ELP/PLP
Recycling Extravaganza	October 2, 2021	9:00 a.m.	12:00 p.m.	Event	PLP
Brett's Band 5k & Fundraiser	October 9, 2021	8:00 a.m.	12:00 p.m.	Run	McKeon/ELP/PLP
Women in Transportation Fundraiser	October 12, 2021	5:00 p.m.	9:00 p.m.	Event	ELP / West Shelter
Microbrew Fest	October 16, 2021	11:00 a.m.	5:00 p.m.	MSPA	ELP
School of Rock KC Student Showcase	October 17, 2021	9:00 a.m.	9:00 p.m.	Concert	McKeon Stage
Pumpkin Carving – Ghost Stories Prep	October 21, 2021	6:00 p.m.	8:00 p.m.	Event	ELP
Park Hill School Foundation 5K	October 23, 2021	6:00 a.m.	12:00 p.m.	Run	ELP/PLP
Ghost Stories	October 23, 2021	6:00 a.m.	9:00 p.m.	Event	PNS
Broadway Showstoppers (Reushelle)	November 7, 2021	12:00 p.m.	8:00 p.m.	Concert	McKeon Stage
Veteran's Day 5K	November 11, 2021	6:00 a.m.	12:00 p.m.	Run	ELP/PLP
34 th Annual Turkey Trot	November 25, 2021	6:00 a.m.	12:00 p.m.	Run	ELP/PLP
Christmas on the River (MSPA)	December 3, 2021	6:00 p.m.	9:00 p.m.	MSPA	ELP/PLP
PNS Winter Wonderland	December 11, 2021	1:00 p.m.	3:00 p.m.	Event	PNS

LEGEND

- ELP – English Landing Park
- PLP – Platte Landing Park
- MSPA – Main Street Parkville Assoc.
- PNS – Parkville Nature Sanctuary

2021 Comprehensive Events List – CANCELLED EVENTS

Name	Date	Event Start	Event Stop	Type	Location
Product in the Park	May 21, 2021			Convention	ELP
Tradebot	June 11, 2021				
Pickleball Tournament	June 18-20			Competition	ELP / Pickleball Courts
KC Blues RFC	June 19, 2021			Picnic	ELP / Shelter
Paws in the Park	September 19, 2021				ELP
KC Amazing Race	September 29, 2021			Team Building	ELP
Cruise Night	October 2, 2021	4:00 p.m.	8:00 p.m.	MSPA	Parking Log
Hibernian Harvest 4 Hunger	November 7, 2021	6:00 a.m.	1:00 p.m.	Run	ELP/PLP