



FINANCE COMMITTEE

Monday, January 24, 2022 2:30 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

3. Action Items

- A. Approve the minutes for the January 10, 2022, meeting
- B. Amend the 2021 Operating Budget ordinance (Administration)
- C. Approve an auditing services agreement with Hood & Associates CPAs P.C. (Administration)
- D. Approve a payment for a sanitary sewer easement for Lot 11, National 8th Plat (Public Works)

4. Non-Action Items

5. Unfinished Business (postponed from prior meetings)

6. Other Business

7. Adjourn



Finance Committee Meeting
Monday, January 10, 2022 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, Vice Chair Dave Rittman, Nan Johnston and Robert Lock

City Staff Present: City Administrator Joe Parente, Public Works Director Alysén 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

3. Action Items

A. Approve the minutes for the December 13, 2021, meeting

Dave Rittman moved to approve the minutes for the December 13, 2021, meeting. Robert Lock seconded; motion passed 4-0.

2. Financial Updates

A. City Administrator Approvals

Public Works Director Alysén Abel provided an overview of purchases approved within the city administrator's authority.

4. Non-Action Items

A. Discuss next phase of Route 9 Improvements

Public Works Director Alysén Abel said staff was seeking direction on how to move forward with the next phase of the Route 9 Corridor improvements at the intersection at Route 9 and First Street. She noted that the City did not apply for federal or state funding for a couple of years so the grant funds could be used for the Buck O'Neil Bridge Project. The preliminary application for the next round of funding was due in April and the final application was due in July.

She provided an overview of two options for the Committee to consider regarding engineering for the next phase. The first option was to retain George Butler Associates (GBA) as the engineer since they worked on both the Route 9 projects - one at Sixth Street and the other from Highway 45 to Lakeview Drive. GBA collected traffic data, conducted surveys and completed drawings and specifications. The second option was to issue a Request for Qualifications (RFQ) and it would take approximately three months, including time to solicit RFQs and for staff review, before an engineering firm could be selected.

Discussion focused on using American Rescue Plan Act (ARPA) funds, grants and other funding source options. City Administrator Joe Parente said that ARPA funds could not be used as a match for federal funding, but could be used for engineering. Other funding options included the Federal government's Infrastructure Bill and the Platte County Transportation sales tax.

The consensus of the Finance Committee was for staff to release a Request for Qualifications to seek an engineer for the project.

5. Unfinished Business (postponed from prior meetings)

6. Other Business

Public Works Director Alysén Abel stated that staff was working with the Main Street Parkville Association (MSPA) and Parkville Old Towne Market Community Improvement District (POTMCID) to draft an application for a Platte County Parks and Recreation Outreach Grant to build restrooms downtown. The POTMCID committed \$35,000, property owners committed a total of \$10,000 and the City's contribution would be the value of the land and management of the project. The application included long-term maintenance funded by the POTMCID, which was estimated at approximately \$500 per month. The consensus of the Finance Committee was not to have the City pay for the long-term maintenance. The total project was estimated at \$79,000, which would require prevailing wage. It was recommended that an agreement would need to be drafted with the POTMCID and the City regarding the long-term maintenance before the City should accept the grant.

7. Adjourn

Vice Chair Rittman adjourned the meeting at 4:54 p.m.

Submitted by:

Melissa McChesney
City Clerk

Approval Date

CITY OF PARKVILLE Policy Report

Date: January 21, 2022

Prepared By:

Matthew Chapman, Finance/HR Director

Reviewed By:

Joe Parente, City Administrator

ISSUE:

Amend the 2021 Operating Budget ordinance (Administration)

BACKGROUND:

On December 15, 2020, the Board of Aldermen approved Ordinance No. 3055 adopting the 2021 Operating Budget and 2021-2026 Capital Improvement Program (CIP). As part of the closeout of the Fiscal Year, staff have identified certain budget amendments that are necessary. The amendments are needed to balance final year end budgets to account for budget expenditures in certain general fund and special revenue budgets.

The budget amendments are mostly attributed to unexpected expenses incurred during the year, but were not anticipated when the original budget was approved. A brief explanation of each budget amendment is provided below.

Budget Amendments:

General Fund Administration Budget: Increase budget from \$1,747,686 to \$1,791,729, an increase of \$ 44,043. The increase is attributed to the costs for professional fees.

General Fund Street Department Budget: Increase budget from \$486,779 to \$ 492,631, an increase of \$ 5,852. The increase is attributed to higher personnel and employee benefit costs.

General Fund Public Information Budget: Increase budget from \$30,410 to \$32,143, an increase of \$1,733. The increase is attributed to higher costs associated with the City's newsletter and other publications.

General Fund Information Technology Budget: Increase Budget from \$60,745 to \$74,090, an increase of \$13,345. The increase is mostly attributed to higher costs for IT consulting services associated with the number and volume of Sunshine records requests and certain software and system improvements.

American Rescue Plan Act (ARPA) Fund: Increase the budget from \$0 to \$275,000, an increase of \$275,000. The City received a distribution of federal funding from the ARPA grant in 2021. The budget amendment will allocate \$200,000 in funds toward expenses related to the street and curb replacement project, and \$75,000 for expenses for the Route 9 6th Street Project. Both projects were completed during 2021.

BUDGET IMPACT:

This budget amendment will increase the 2021 General Fund Budget by \$64,973. The overall General Fund budget is currently projected to be under budget in excess of \$400,000. The ARPA budget amendment is funded by federal grant funds received in 2021.

ALTERNATIVES:

1. Recommend the Board of Aldermen adopt an ordinance to amend the 2021 Operating Budget, as outlined by staff.
2. Recommend the Board of Aldermen adopt an ordinance to amend the 2021 Operating Budget with changes directed by the Board of Aldermen.
3. Do not amend the budget and provide alternative directions for staff.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends that the Board adopt an ordinance amending the 2021 Operating Budget.

POLICY:

Because the annual budget was adopted by ordinance, an ordinance is required to amend or repeal it.

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen adopt an ordinance amending the 2021 Operating Budget.

ATTACHMENTS:

1. Ordinance

BILL NO.

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 3017 TO AMEND THE OPERATING BUDGET AND FUND TRANSFERS FOR THE PERIOD FROM JANUARY 1 THROUGH DECEMBER 31, 2021, AND THE CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2021 THROUGH 2026 FOR THE CITY OF PARKVILLE, MISSOURI

WHEREAS, on December 15, 2020, the Board of Aldermen of the City of Parkville adopted Ordinance No. 3055 to adopt the 2021 Operating Budget and 2021 – 2026 Capital Improvement Program (CIP) for the 2021 fiscal year; and

WHEREAS, new financial information made available during the fiscal year necessitates an amendment to the 2021 Operating Budget and 2020 – 2026 CIP to implement new priorities for city services.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PARKVILLE, MISSOURI AS FOLLOWS:

Section 1. The Board of Aldermen does hereby amend Ordinance No. 3055 that adopted the 2021 Operating Budget and 2021 – 2026 CIP for fiscal year 2021.

Section 2. The Board of Aldermen does hereby approve and adopt a Budget Amendment for the 2021 fiscal year, attached hereto and incorporated herein by reference as Exhibit A, implementing changes to the budgets for the General Fund and American Recovery Act Fund.

Section 2. This ordinance shall become effective upon passage.

PASSED and APPROVED this 15th day of February 2022.

Mayor Nanette K. Johnston

ATTESTED:

City Clerk Melissa McChesney

Exhibit A
FY 2021 Budget Amendment

Budget Amendments:

General Fund Administration Budget: Increase budget from \$ 1,747,686 to \$ 1,791,729, an increase of \$ 44,043.

General Fund Street Department Budget from \$ 486,779 to \$ 492,631, an increase of \$ 5,852.

General Fund Public Information Budget: Increase Budget from \$ 30,410 to \$ 32,143, an increase of \$1,733.

General Fund Information Technology Budget: Increase Budget from \$60,745 to \$74,090, an increase of \$13,345.

American Recovery Act (ARPA) Fund: Increase the budget from \$ 0 to \$275,000, an increase of \$ 275,000.

**CITY OF PARKVILLE
Policy Report**

Date: January 20, 2022

Prepared By:

Matthew Chapman, Finance/HR Director

Reviewed By:

Joe Parente, City Administrator

ISSUE:

Approve an auditing services agreement with Hood & Associates CPAs P.C. (Administration)

BACKGROUND:

The City issued a Request for Proposals (RFP) for auditing services on September 14, 2018. Six firms submitted proposals and two (Cochran Head Vick & Co. P.C. and KPM) were chosen to participate in interviews with the Audit Selection Committee consisting of Alderman Dave Rittman, City Administrator Joe Parente, Finance/Human Resources Director Matthew Chapman and City Treasurer Michelle Hefley. After reviewing each firm's proposal, contacting references and meeting with each firm through the interview process, Cochran Head Vick & Co., P.C. was identified as the best firm to conduct auditing services for the City for FY2018. This agreement covered fiscal years 2018, 2019 and 2020. Cochran Head Vick & Co. merged with Hood & Associates CPAs PC in January 2022 to become Hood & Associates CPAs PC. Mr. Michael Keenan would continue to be the principal auditor for our account. Staff recommends extending our agreement with Hood & Associates CPAs PC for FY2021 and issuing an RFP later in 2022 for auditing services moving forward.

BUDGET IMPACT:

Based on the proposal submitted by Hood & Associates CPAs PC, the lump sum cost for services related to the 2021 Financial Statement Audit will be \$19,824. The recommended 2022 budget includes adequate funds for Auditor Fees (10-501-08-02-00) for this contract.

ALTERNATIVES:

1. Recommend the Board of Aldermen approve a professional services agreement with Hood & Associates for auditing services.
2. Do not approve the agreement and provide further direction.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends that the Finance Committee approve the agreement with Hood & Associates CPAs PC for one year for auditing services related to FY 2021

POLICY:

The Purchasing Policy (Resolution #02-01-13) requires the Finance Committee to make a recommendation to the Board of Aldermen on all purchases above \$10,000.

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve a professional services agreement with Hood & Associates CPAs PC in the amount of \$19,824 for auditing services for fiscal year 2021.

ATTACHMENTS:

1. Agreement

AUDITING SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this 1st day of February 2022, by and between the CITY OF PARKVILLE, MISSOURI ("City") and Hood & Associates CPAs PC., 1251 NW Briarcliff Parkway, Suite 125, Kansas City, Missouri 64116.

WHEREAS, the City requires an annual auditing of the City's financial statements; and

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

WHEREAS, Service Provider is the City's audit firm and has the necessary staff and qualifications to provide auditing 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 "Services" when used in this Agreement shall mean any and all auditing services provided by the Service Provider in accordance with this Agreement.
- B. The City agrees to retain Service Provider and Service Provider agrees to perform and complete the Services described as follows:
 - i. Prepare the audited financial statements of the City of Parkville for the year ended December 31, 2021, including: government-wide financial statements; fund financial statements; proprietary fund financial statements; agency fund financial statements; notes to basic financial statements; required supplementary information; other supplementary information.
 - ii. The audited financial statements will be summarized in a final audit report that includes management's discussion and analysis and is accompanied by a letter from the auditor to management to summarize the findings and any recommendations for city staff and elected officials.
 - iii. Service Provider will make a formal presentation of the final audit report to the Board of Aldermen at a scheduled legislative meeting. Service Provider will also make updates as are necessary throughout the process to the Finance/Audit Committee.
 - iv. Services will be provided in accordance with generally accepted auditing principles (GAAP), guidance standards issued by the Governmental Accounting Standards Board (GASB), and any other applicable industry standards or best practices.
- C. The City reserves the right to direct revision of the Services at the City's discretion. Service Provider shall advise the City of additional costs and time delays, if any, in performing the revision, before Service Provider performs the revised services.
- D. Service Provider shall provide Services under this Agreement only upon written request of the City and only to the extent defined and required by the City. Any additional services or materials provided by the Service Provider without the City's prior written consent shall be at the Service Provider's own risk, cost, and expense, and Service Provider shall not make a claim for compensation from the City for such work.

II. STANDARD OF CARE

- A. Service Provider shall exercise the same degree of care, skill, and diligence in the performance of all Services to the City that is ordinarily possessed and exercised by reasonable, prudent, and experienced professionals under similar circumstances.
- B. Service Provider represents it has all necessary licenses, permits, knowledge, and certifications required to perform the Services described herein.

III. COMPENSATION

- A. As consideration for providing the Services, the City shall pay Service Provider a lump sum of nineteen thousand eight hundred twenty four dollars (\$19,824). The Service Provider is not entitled to reimbursement for expenses or incidentals.
- B. Service Provider shall submit an itemized invoice to the City on the first day of each month that details the Services that were provided in the month immediately prior. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Service Provider of the nature of the dispute regarding the balance.
- C. Service Provider shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

IV. SCHEDULE

- A. Unless otherwise directed by the City, Service Provider shall commence performance of the Services upon execution of this Agreement.
- B. The work shall be completed by June 30, 2022, and the City reserves the right to withhold up to two percent (2%) of compensation for each week (seven calendar days) that the work remains incomplete beyond June 30, 2022.
- C. Neither the City nor the Service Provider shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.
- D. If Service Provider's performance is delayed due to delays caused by the City, Service Provider shall have no claim against the City for damages or payment adjustment other than an extension of time to perform the Services.

V. LIABILITY AND INDEMNIFICATION

- A. Service Provider shall indemnify and hold harmless the City and its departments, elected officials, officers, employees and agents, from and against all liability, suits, actions, proceedings, judgments, claims, losses, damages, and injuries (including attorneys' fees and other expenses of litigation, arbitration, mediation or appeal), which in whole or in part arise out of or have been connected with Service Providers' negligence, error, omission, recklessness, or wrongful or criminal conduct in the performance of Services, including performance by Service Provider's employees and agents; or arising from any claim for libel, slander, defamation, copyright infringement, invasion of privacy, piracy and/or plagiarism related to any materials related to materials Service Provider creates or supplies

to the City, except to the extent that such claims arise from materials created or supplied by the City.

- B. Service Provider's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Service Provider whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.

VI. INSURANCE

- A. The Service Provider shall secure and maintain, at its expense, through the duration of this Agreement Commercial General Liability Insurance on an occurrence basis with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate coverage. Service Provider shall also secure and maintain Worker's Compensation and Employer's Liability Insurance, when applicable, at the limits required by state and/or federal law. The City will only accept coverage from an insurance carrier that offers proof that it :
 - a. Is licensed to do business in the State of Missouri;
 - b. Carries a Best's policy holder rating of A or better; and
 - c. Carries at least a Class X financial rating.
- B. The City reserves the right to review certified copies of any and all insurance policies to which this Agreement is applicable. The City shall be given not less than thirty (30) days written notice from the insurer(s) at risk before cancellation, non-renewal, or material modification of coverage.

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

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

VIII. OWNERSHIP OF WORK PRODUCT

All documents, materials and work products produced in whole or in part under this Agreement shall not be the subject of an application for copyright by or on behalf of Service Provider. The City shall be deemed the author of any such data for which Service Provider has been compensated to produce.

IX. RELATIONSHIP OF THE PARTIES

- A. Service Provider represents that it has, or will secure at Service Provider's own expense, all personnel required in performing the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- B. All of the Services required hereunder will be performed by the Service Provider or under Service Provider's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

X. NOTICES

- A. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section:
- B. Notices sent by Service Provider shall be sent to:
 - City of Parkville
 - Attn: Matthew Chapman, Finance/Human Resources Director
 - 8880 Clark Ave.
 - Parkville, MO 64152
- C. Notices sent by the City shall be sent to:
 - Hood & Associates CPAs PC
 - 1251 NW Briarcliff Parkway, Suite 125
 - Kansas City, MO 64116

XI. TERM AND TERMINATION

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.
- B. The term of this Agreement shall be until all services are complete.
- C. Notwithstanding Article XI, Paragraph B, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days written notice to the Service Provider. The City shall compensate Service Provider for the Services that have been completed to the City's satisfaction as of the date of termination. Service Provider shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

XII. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. Assignability. Service Provider shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Service Provider from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- C. Media Announcements. Service Provider shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City
- D. Compliance with Local Laws. Service provider shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- E. Equal Employment Opportunity. During the performance of this Agreement, Service Provider agrees as follows:
 - i. Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or

recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- ii. Service Provider will, in all solicitation or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 - iii. Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- F. Authorized Employees. Service Provider acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Service Provider therefore covenants that it will not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Services related to this Agreement, and that its employees are lawfully to work in the United States.
- G. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Service Provider shall take appropriate steps to assure compliance.
- H. Interest of Service Provider and Employees. Service Provider covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the 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. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- I. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Service Provider, and attached hereto.
- J. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- K. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- L. Third Parties. The Services to be performed by the Service Provider are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

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

Michael Keenan, CPA

By: _____
Michael Keenan, CPA

**CITY OF PARKVILLE
Policy Report**

Date: January 20, 2022

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Approve a payment for a sanitary sewer easement for Lot 11, National 8th Plat (Public Works)

BACKGROUND:

The National 8th Plat was constructed in the early 2000s. At the time of construction, the plans for the proposed forcemain were reviewed and approved. During construction, the contractor shifted the location of the forcemain. This change was not communicated to the City at the time of construction.

The property owner of Lot 11, National 8th Plat is interested in constructing a home on the far west lot of Chateau Court. During the building permit plan review, the Community Development staff requested additional information related to the existing forcemain in the area. It was determined that the forcemain was potentially in conflict with the proposed home construction. The City's on-call engineer contacted Five Star Lifestyles, the developer of the National, to obtain sewer plans. As-built drawings were sent to the City and they showed the revised location of the forcemain sewer.

The City contacted a title company to obtain current titlework for Lot 11, including utility easements. The title company was not able to find an easement associated with the current location of the sanitary sewer. The City engaged a contractor to assist with field locating the forcemain to determine the exact location of the sewer main. The City engaged its on-call surveyor to capture the location of the existing forcemain in a field survey. After reviewing the field conditions, it is likely the contractor field-adjusted the sewer line due to topography and fencing on the adjacent property.

The proposed home construction was found to be in direct conflict with the existing forcemain on Lot 11. Staff met with the owner's representative to discuss alternatives and it was determined that the best course of action was to revise the construction drawings for the proposed home to avoid the existing sewer. There are costs associated with the revisions that include design, survey and additional foundation construction; the overall cost is about \$21,500. The property owner is willing to provide an easement for the existing sanitary sewer in exchange for the reimbursement of the additional costs associated with the revisions..

BUDGET IMPACT:

There is funding available in the Sewer Fund to cover this expense. Staff can continue to monitor budget spending throughout the year and make adjustments as necessary. Staff plans to contact the original developer to request reimbursement for a portion of the payment.

ALTERNATIVES:

1. Approve payment for the sanitary sewer easement.
2. Relocate the forcemain to the original location.
3. Provide feedback to staff related to this item.
4. Postpone this item.

STAFF RECOMMENDATION:

Staff recommends approval of the payment to the property owner for a sanitary sewer easement for Lot 11 that shows the current location of the existing forcemain.

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 payment for the sanitary sewer easement for Lot 11, National 8th Plat in the amount of \$21,500.

ATTACHMENTS:

1. Estimated Forcemain Location
2. Revised Site Plan

ORDERED BY: HOMES BY J&K PROPERTIES

PROPERTY ADDRESS: CHATEAU LANE

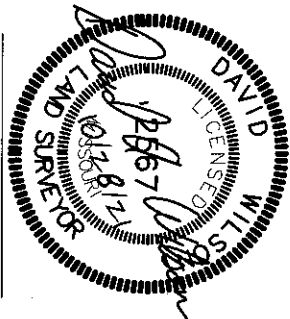
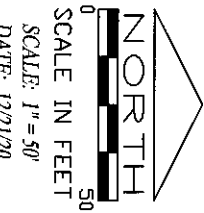
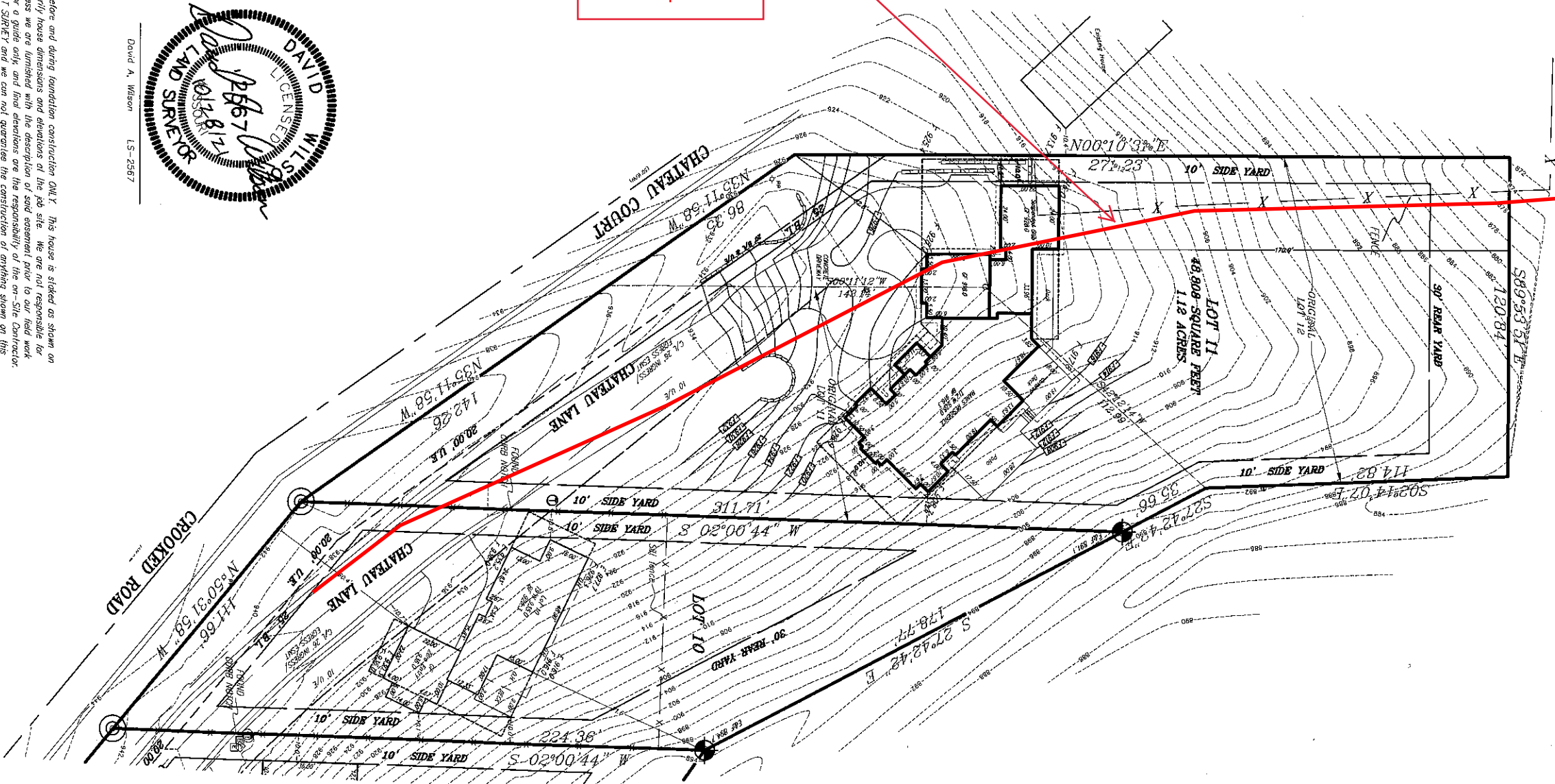
DESCRIPTION: Lots 10 and 11, THE NATIONAL EIGHTH PLAT, a subdivision in Platte County, Missouri.

LAND SURVEY COMPANY

Quality since 1959
P.O. BOX 538, GRANDVIEW, MISSOURI 64030
PHONE: (816) 966-0839 FAX: (816) 763-1761

CONSTRUCTION STAKE PLOT PLAN

Estimated location
of existing 6-inch
sewer forcemain
pipe, based on As-
Built Dwgs by LDI
dated 1/03/2002.
JN



David A. Wilson LS-2567

DATE: 12/21/20
REV: 12/28/20
HS REV: 10/14/21
RS: 10/28/21
FINAL:

Attention: This Plot Plan was prepared for use before and during foundation construction ONLY. This house is staked as shown on this drawing. The Contractor is to check and verify house dimensions and elevations at the job site. We are not responsible for unknown or unreported easements of any kind unless we are furnished with the description of said easement prior to our field work being performed. Elevations shown hereon are for a guide only, and final elevations are the responsibility of the on-site Contractor. Unless otherwise noted, THIS IS NOT AN AS-BUILT SURVEY and we can not guarantee the construction of anything shown on this Plan. Boundary and Improvement Surveys and "As-Built" Grading Certifications serve the purpose of showing "Actual" construction.

SCALE: 1:20

(50' R/W

CHATEAU COURT

LOT 11
48.808 ACRES
SQUARE 11
RIVER
FERRY

SIDE YARD

SIDE YARD