FINANCE COMMITTEE
Monday, May 23, 2022 4:00 PM
Administration Conference Room, City Hall

1. **Call to Order**

2. **Financial Updates**

3. **Action Items**
   A. Approve the minutes for the May 3, 2022, meeting
   B. Approve the minutes for the May 9, 2022, meeting
   C. Approve a revised lease agreement with Southern Platte Fire Protection District for the tornado siren located at Fire Station No. 3 (Public Works)
   D. Approve a modified agreement with the Thousand Oaks Homes Association to include streetlighting for the new phases of Thousand Oaks (Public Works)
   E. Approve a purchase order with VLP Equipment Share for a Case backhoe for the Streets Division (Public Works)

4. **Non-Action Items**

5. **Unfinished Business (postponed from prior meetings)**

6. **Other Business**

7. **Adjourn**

Posted Date & Time: 5/20/22; 2:08 p.m. By: MM

Finance Committee Meeting
Tuesday, May 3, 2022 9:45 AM
Administration Conference Room, City Hall

Draft Minutes

1. **Call to Order**

Dean Katerndahl called the meeting to order at 9:49 a.m. A quorum was present via videoconference.

Members Present: Dean Katerndahl, Bob Bennett, Douglas Wylie and Greg Plumb

City Staff Present: City Administrator Alexa Barton, Assistant to the City Administrator Jeffery Rhodes and City Clerk Melissa McChesney

2. **Financial Updates**

3. **Action Items**

A. **Appoint a Chair of the Finance Committee**

Bob Bennett moved to appoint Greg Plumb as Chair of the Finance Committee. Douglas Wylie seconded; motion passed 4-0.

B. **Appoint a Vice Chair of the Finance Committee**

Wylie volunteered to serve as Vice Chair of the Finance Committee. Bennett seconded; motion passed 4-0.

4. **Non-Action Items**

5. **Unfinished Business (postponed from prior meetings)**

6. **Other Business**

The consensus of the Finance Committee was for the meetings to be held on the Mondays one week prior to Board of Aldermen meetings at 4:00 p.m. The May 9 meeting would be held in person.

7. **Adjourn**

Chair Plumb adjourned the meeting at 10:01 a.m.

Submitted by:

__________________ __________________
Melissa McChesney Approval Date
City Clerk

Finance Committee Meeting
Monday, May 9, 2022 4:00 PM
Administration Conference Room, City Hall

Draft Minutes

1. Call to Order

Chair Plumb called the meeting to order at 4:03 p.m. A quorum was present.

Members Present: Chair Greg Plumb, Vice Chair Douglas Wylie, Dean Katerndahl, Philip Wassmer and Bob Bennett (via videoconference)

City Staff Present: City Administrator Alexa Barton, Police Chief Kevin Chrisman, Public Works Director Alysen Abel, Finance/Human Resources Director Matthew Chapman, Community Development Director Stephen Lachky, Assistant to the City Administrator Jeffery Rhodes and City Clerk Melissa McChesney

2. Financial Updates

A. City Administrator Approvals

City Administrator Alexa Barton provided an overview of purchases approved within her authority. She added that the contractor for the Pocket Park stairs was offered an incentive to complete the work early. She anticipated that the Airbnb at 16 Main Street would be reopened by the weekend, with completion of the project anticipated the following week. She said the contractor offered to install the handrail, which was on special order, for less than $10,000.

3. Action Items

A. Approve the minutes for the April 11, 2022 meeting

Douglas Wylie moved to approve the minutes for the April 11, 2022, meeting. Philip Wassmer seconded; motion passed 5-0.

B. Amend the Personnel Manual to add Juneteenth as a paid City holiday

City Administrator Alexa Barton said that the Federal government named Juneteenth as a national holiday in 2022 and staff recommended adding it to the City's list of paid holidays.

Discussion focused on allowing employees to work on a holiday and being able to use the hours on any day they chose. Barton said staff would look into it.

Wylie moved to recommend that the Board of Aldermen approve a resolution to amend Section E-3 of the Personnel Manual to recognize Juneteenth as a paid City holiday. Wassmer seconded; motion passed 5-0.

C. Approve a purchase order with Ag-Power for the lease of a John Deere utility tractor for the Parks Division

Public Works Director Alysen Abel stated that the Parks Division needed a utility tractor.

Staff recommended leasing from John Deere because the City had a brush hog, disc attachment and loader that could be reused on a John Deere tractor. Staff recommended leasing the tractor for the remainder of the year for approximately $6,500. Abel noted that the lease was within the city administrator's approval authority, but since the City historically purchased new equipment instead of leasing it, staff wanted approval from the Finance Committee and Board of Aldermen. City Administrator Alexa Barton said that she recommended leasing the equipment because the City would be able to get newer equipment with maintenance provided.

Wylie moved to recommend that the Board of Aldermen approve a lease agreement with Ag-Power for the John Deere utility tractor in the estimated amount of $6,500. Wassmer seconded; motion passed 5-0.

D. **<u>Approve a reimbursement to the Platte County Regional Sewer District for Brush Creek Interceptor maintenance</u>**

Public Works Director Alysen Abel said that the Platte County Regional Sewer District worked with the City to construct the Brush Creek interceptor in western Parkville. Per the agreement approved in 2008, fees for maintenance were collected from individual property owners within the Brush Creek Neighborhood Improvement District at $45 per acre per year. The fees were collected by the City to be reimbursed to the sewer district for maintenance costs. The sewer district submitted invoices for short-term maintenance, that included cleaning the sanitary sewer lines, and long-term maintenance, that included replacing pumps.

Wylie moved to recommend that the Board of Aldermen approve a reimbursement request from Platte County Regional Sewer District for Brush Creek Interceptor maintenance in the amount of $26,920.70. Wassmer seconded; motion passed 5-0.

E. **<u>Approve a partnership agreement with Mid-America Regional Council for the Regional Preventative Maintenance Program</u>**

Public Works Director Alysen Abel said that the Kansas City metropolitan area received COVID response funding which would be distributed to cities based on population. Parkville could get up to $50,000 for a mill and overlay project that would be managed by the Mid-America Regional Council (MARC). MARC went through a pre-selection program to select a consultant to assist with construction administration. An agreement was required in order for the City to participate in the program and receive funding. The project would be completed in 2023 or 2024 and staff would determine what street would be milled and overlaid with the funds. Abel noted that a local match was not required and the project would be separate from the annual mill and overlay program.

Wylie moved to recommend that the Board of Aldermen approve a partnership agreement with the Mid-America Regional Council to participate in the Regional Preventative Maintenance Program. Dean Katerndahl seconded; motion passed 5-0.

4. Non-Action Items

5. Unfinished Business (postponed from prior meetings)

6. Other Business

Public Works Director Alysen Abel stated that three proposals were received for the engineering of Route 9 at First Street and a committee would review and score the proposals.

A. **Next Meeting - Monday, May 23, 2022 at 4:00 p.m.**

The consensus of the Committee was to meet in person and to use Zoom as needed.

7. Adjourn

Chair Plumb adjourned the meeting at 4:52 p.m.

Submitted by:

____________________ ____________________

Melissa McChesney Approval Date
City Clerk

CITY OF PARKVILLE
Policy Report

Date: May 18, 2022

Prepared By:
Alysen Abel, Public Works Director

Reviewed By:
Melissa McChesney, City Clerk

ISSUE:
Approve a revised lease agreement with Southern Platte Fire Protection District for the tornado siren located at Fire Station No. 3 (Public Works)

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

With the expansion of Fire Station No. 3, located along Highway 45 near National Drive, the existing tornado siren needed to be relocated. With the relocation, staff discovered that the siren is not currently in service. Since the siren is located on the property owned by the Southern Platte Fire Protection District (SPFPD), it is necessary to enter into a lease agreement for the tornado siren. The SPFPD paid approximately $4,500 to relocate the siren as part of their expansion project.

The City staff and legal counsel have been working directly with the SPFPD leadership to discuss a solution associated with the tornado siren lease agreement. Modifications to the lease agreement were presented to the SPFPD leadership and accepted. Attachment 1 includes the proposed agreement includes a $150 monthly fee for a term of 2.5 years, the monthly fee would expire when the $4,500 has been paid.

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

ALTERNATIVES:

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

STAFF RECOMMENDATION:
Staff recommends entering into a lease agreement with SPFPD for the tornado siren at Fire Station No. 3.

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

SUGGESTED MOTION:
I move to recommend the Board of Aldermen approve a lease agreement with Southern Platte Fire Protection District for the tornado siren located at Fire Station No. 3.

ATTACHMENTS:
1. Lease Agreement

TORNADO SIREN LEASE AGREEMENT

This Agreement, made this 18 day of May, 2022, by and between the SOUTHERN PLATTE FIRE PROTECTION DISTRICT, with its principal office at 8795 NW Highway N., Kansas City, MO 64153, hereinafter designated **LESSOR**, and CITY OF PARKVILLE, MISSOURI, with its principal office at 8880 Clark Ave., Parkville, MO 64152, hereinafter designated **LESSEE**. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**".

RECITALS

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

1. **PREMISES.** LESSOR hereby leases to the LESSEE a portion of that certain space on the LESSOR's current Premises, hereinafter referred to as the "**Premises**", located at **10811 NW Highway 45, Parkville, MO 64152**-together with the non-exclusive right (the "**Right of Way**") for ingress and egress to and from the Premises upon reasonable notice to LESSOR, for foot or motor vehicle traffic, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twenty foot (20') wide right-of-way extending from the nearest public right of way; and together with any further rights of way (the "**Further Rights of Way**") over and through the Premises, for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The space is made a part hereof demised premises and are collectively referred to hereinafter as the "**Premises**".

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

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

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

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for two and one half (2.5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due a monthly rental and electricity consumption payment of One-hundred Fifty Dollars ($150.00) to be paid on the first day of the month, to LESSOR, or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph **19**, below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises, or on the first day of June, 2022, whichever occurs first. If the date of commencing installation of equipment is determinative and such date falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either of the foregoing or June 1, 2022, if applicable, being the "**Commencement Date**"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date if the Commencement Date is based upon the date LESSEE commences installation of the equipment on the Premises. If the Commencement Date is the fixed date set forth above, there shall be no written acknowledgement required. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date or after a written acknowledgement confirming the Commencement Date, if such an acknowledgement is required. By way of illustration of the preceding sentence, if the Commencement Date is December 1 and no written acknowledgement confirming the Commencement Date is required, LESSEE shall send to the LESSOR the rental payments for December 1 by December 1, and if the Commencement Date is February 1 and a required written acknowledgement confirming the Commencement Date is dated February 14, LESSEE shall send to the LESSOR the rental payments for December 1 by December 13.

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

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "**Rental Documentation**") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Premises and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 19. Delivery of reasonably requested Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

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

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

3. **EXTENSIONS.** This Agreement shall automatically be extended for an additional two (2) year term unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least sixty (60) days prior to the end of the then current term. The terms of the extension are an annual lease payment of $300.

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

5. **TAXES**. LESSOR is a political subdivision which does not pay taxes on its real estate or personal Premises. LESSEE shall have the responsibility to pay any applicable personal Premises, real estate taxes, assessments, or charges owed on the Premises that relate to LESSEE'S ownership or use.

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

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

7. **INDEMNIFICATION**. Subject to Paragraph 9 below, to the extent permitted by law, each Party shall indemnify and hold the other harmless against

any claim of liability or loss from personal injury or Premises damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

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

9. **LIMITATION OF LIABILITY.** Except for indemnification pursuant to paragraphs 7 and 25, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

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

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

such time as the removal of its building(s), antenna(s), equipment, conduits, fiber, fixtures and all personal Premises are completed.

12. **HOLDOVER**. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 11 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 11 and this Paragraph 12, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 11 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

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

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

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

16. **INTEGRATION**. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written

acknowledgment in the case provided in Paragraph 2. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity

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

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

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

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

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

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

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

LESSOR: Southern Platte Fire Protection District
Fire Chief

(816) 741-2900 ext. 4200

LESSEE: City of Parkville, Missouri
Public Works Director
(816) 741-7676

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

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

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

23. **DEFAULT.**

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

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

24. **REMEDIES.** Upon a default and compliance with default provisions of this Agreement, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance

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

25. **<u>ENVIRONMENTAL.</u>**

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

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

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

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

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

28. **SUBMISSION OF AGREEMENT / PARTIAL INVALIDITY / AUTHORITY.** The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate

the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

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

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

31. **RELOCATION.** In the event the Parties mutually agree, in writing, that relocation of the siren from the premises is required, due to any cause, including a change in Lessor's operations, such relocation shall be at the sole expense of Lessee.

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

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

LESSOR:

Southern Platte Fire Protection District

By: Nelson Hopper

Name: NELSON HOPPER

Title: Pres. Board

Date: May 18, 2022

LESSEE:

City of Parkville, Missouri

By: ______________________

Name: ______________________

Title: ______________________

Date: ______________________

CITY OF PARKVILLE
Policy Report

Date: May 19, 2022

Prepared By:
Alysen Abel, Public Works Director

Reviewed By:
Alexa Barton, City Administrator

ISSUE:
Approve a modified agreement with the Thousand Oaks Homes Association to include streetlighting for the new phases of Thousand Oaks (Public Works)

BACKGROUND:
The City maintains the streetlights on the public streets. The lighting assets are primarily the standard cobrahead with a monthly streetlight tariff rate, but there are a few areas within Parkville that have decorative streetlights, including Route 9 and downtown Parkville. The City has agreements with Parkville University and the Parkville Old Towne Market Community Improvement District (POTMCID) that outline the roles, responsibilities and fee structure. The way those agreements are structured, the City pays the rate for the decorative streetlight and then we invoice each entity annually for the difference between the standard cobrahead costs versus the decorative streetlight costs.

Thousand Oaks has areas that are located within unincorporated Platte County, as well as areas in Parkville. The older phases of Thousand Oaks have decorative streetlights installed along the public streets in both Platte County and Parkville. There is an agreement between the City and Thousand Oaks Homes Association (HOA), from 2008, which states that the HOA pays Evergy directly for the cost of the streetlights and the HOA will submit an invoice to the City for the cost of the cobrahead lights.

The developer, David Barth, for Thousand Oaks has approached the City about installing streetlights in the recent phases of Thousand Oaks, starting with Thousand Oaks 16th Plat. They are interested in a similar contract arrangement as Park University and POTMCID, with the City covering the full cost and then invoicing the HOA annually for the cost differential.
NOTE: There are no other HoA's that have this arrangement.

BUDGET IMPACT:
The Transportation Fund includes a line item for the annual streetlight maintenance. This budget covers the monthly streetlight tariff rate that is paid to Evergy for the electrical service and maintenance of the streetlights located within the City limits.

ALTERNATIVES:
1. Approve an agreement with the Thousand Oaks HOA for the streetlights in the new phases of Thousand Oaks, with the City covering the full cost and the HOA reimbursing the City for the cost difference.
2. Continue with the existing agreement, amend for new phases, with Thousand Oaks HOA, with the HOA covering the full cost and the City reimbursing the HOA for the cobrahead difference.

3. Provide direction to staff related to the streetlight agreement.
4. Postpone this item.

STAFF RECOMMENDATION:
Staff recommends that the City continues with the existing contractual relationship with the Thousand Oaks HOA and amend for the new phases.

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 modified agreement with the Thousand Oaks Homes Association to include streetlighting for the new phases of Thousand Oaks under the current arrangement of the HoA responsible for direct payment to EVERGY and the HoA bill the City of Parkville for the tariff difference.

ATTACHMENTS:
1. Agreement

STREETLIGHT AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____________, 2022 by and between the CITY OF PARKVILLE, a Missouri municipal corporation (the "City") and THOUSAND OAKS HOMES ASSOCIATION, which is currently controlled by Forest Park Development, LLC (the "Association," and together with City, the "Parties").

RECITALS

WHEREAS, the City is a fourth class city incorporated and exercising governmental functions and powers pursuant to the Constitution and the Statutes of the State of Missouri.

WHEREAS, the City of Parkville has ordinances governing the lighting requirement in any development within the City limits; and

WHEREAS, Forest Park Development developed the residential subdivisions of Thousand Oaks 16th Plat; Thousand Oaks 19th Plat; Thousand Oaks 20th Plat, Thousand Oaks 22nd Plat, Thousand Oaks 23rd Plat, and Thousand Oaks 24th Plat, within the City limits; and

WHEREAS, Forest Park Development has expressed a desire to provide streetlight infrastructure within the City limits, with the installation of decorative streetlights in lieu of the standard cobra head streetlights; and

WHEREAS, the City pays a fee to Evergy for the maintenance of each of the streetlights located within the City limits, the fee covers the cost of the standard cobra head streetlights; and

WHEREAS, the Parties desire to enter into this Agreement to provide for the rights and obligations of the Parties with respect to the maintenance and payment associated with the streetlights.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter expressed, the parties mutually agree as follows:

1. Design of Streetlights. The Association will be responsible for the design associated with the public streetlight infrastructure. The design will be reviewed and approved by Evergy and the City.

2. Installation of Streetlights. Once approved, the streetlights will be installed by Evergy at the expense of the City.

3. Operation and Maintenance of Streetlights. At such time as the Streetlights have been installed and are fully operational, the City shall be responsible, at the expense of the City, for the ongoing operation and maintenance of Streetlights; provided, however, that the Association shall reimburse the City for the fees paid by the City to Evergy (or such other applicable utility provider) in the amount equal to the difference between the cost for standard cobra head streetlights and the Streetlight contemplated by this Agreement. The fees may be adjusted and increased from time to time as authorized by the Missouri Public Service Commission (or such

other applicable governing body) (the "Utility Fee").

4. Payment of Utility Fee. The City shall invoice the Association quarterly for the Utility Fee, and the Association shall pay each invoice in full within sixty (60) days of receipt thereof. In addition to the other remedies available to the City hereunder, the City shall collect a service charge on such unpaid sums in the amount of one and one half percent (1.5%) per quarter or any part of a quarter. If any payment from the Association due under this Agreement is overdue by more than thirty (30) days, then the applicable service charges collected thereon shall continue to accrue.

5. Termination. This Agreement shall remain in effect until amended or terminated by written agreement of the Parties, or by either Party upon not less than sixty (60) days advance written notice to the non-terminating Party.

6. Amendment. This Agreement may be amended at any time by mutual written agreement of the Parties.

7. Notice. Any notice, approval, request or consent required by or asked to be given under this Agreement shall be deemed to be given if it is in writing and mailed by United States mail, postage prepaid, or delivered by hand, and addressed as follows:

Notices to the City shall be mailed to:

City of Parkville, Missouri
8880 Clark Avenue
Parkville, Missouri 64152
Attn: City Administrator

Notices to Forest Park Development, LLC shall be mailed to:

Forest Park Development, LLC
6014 N Highway 9, Suite A
Parkville, MO 64152
Attn: David Barth

Each party may specify that notice be addressed to any other person or address by giving to the other party ten (10) days prior written notice thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

FOREST PARK DEVELOPMENT

By: ____

David Barth, President

STATE OF MISSOURI)
) ss.
COUNTY OF __________)

On this ____ day of ______________, 2022, before me, a notary public, appeared _____________________, to me personally known, who, being by me duly sworn, did say that he/she is the ______________ of _______________________, and that said instrument was signed on behalf of said company by authority of its Ownership and he acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in my office the day and year last above written.

____
Notary Public

My Commission Expires:

____

CITY OF PARKVILLE, MISSOURI

By: ____

________________, Mayor

Attest:

____
City Clerk

CITY OF PARKVILLE
Policy Report

Date: May 19, 2022

Prepared By:
Alysen Abel, Public Works Director

Reviewed By:
Alexa Barton, City Administrator

ISSUE:
Approve a purchase order with VLP Equipment Share for a Case backhoe for the Streets Division (Public Works)

BACKGROUND:
The Streets Division of Public Works currently has a Case backhoe that is used daily to perform a variety of operations around the City. The backhoe was purchased in 2013 and has required several repairs over the past two years. Instead of spending more money on costly repairs to extend the life of the equipment a few more years, staff is interested in replacing the backhoe.

In February 2022, staff presented lease options from VLP Equipment Share for a 60-month lease. Based on feedback from the Finance Committee, staff prepared a bid package to solicit multiple bids. The bid request was released in April and in May, two companies responded with pricing for purchase and lease options for the backhoe. VLP Equipment Share provided the low bid for both the purchase and lease options.

After reviewing the options related to purchase and lease, staff determined that a five-year lease was the best alternative for the budget. VLP Equipment Share provided a lease price of $1,005.28 per month for five years, which includes the trade-in value of $25,000 for the existing backhoe. At the end of the five-year period, the City would have the option to purchase the backhoe for $43,082.95.

BUDGET IMPACT:
There is funding available in the Transportation Fund to cover this expense.

ALTERNATIVES:
1. Approve a five-year lease with VLP Equipment Share for the Case backhoe.
2. Approve the purchase of a Case backhoe with VLP Equipment Share.
3. Provide direction to staff related to the backhoe.
4. Postpone this item.

STAFF RECOMMENDATION:
Staff recommends that the City enter into a lease agreement with VLP Equipment Share for a five-year period.

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 VLP Equipment Share for a five-year lease for a Case 580 Super N Backhoe for the Streets Division of Public Works.

ATTACHMENTS:
1. Bid Tabulation

BID TABULATION

CASE 580 Super N Backhoe Loader

Bid Opening Wednesday, May 11, 2022
10:05 a.m., Public Works Conference Room

Bidder: **VLP, KCMO**

	Cost - (Per Month)	Total
Case 580SN (Standard Purchase)		$111,280.00
Alt. 1 - (5 yr. Lease-Purchase Option) - Case 580SN	$1,005.28 per month Residual amount $43,082.95 *No warranty included	$103,399.75
Alt. 2 - (Trade-in Value Option) 2013 Case 580 Super N	$25,000.00	$86,280.00

Bidder: **FOLEY EQUIPMENT, KCMO**
*Note that bidder bid CAT equipment and a revised P.O.

	Cost - (Per Month)	Total
CAT 420-07 Loader (Standard Purchase)		$117,087.00 *No Ext. Warranty, No CVA
Alt. 1 - (5 yr. Lease-Purchase Option) - CAT 420-07 Loader	$1,341.75	
Alt. 2 - (Trade-in Value Option) 2013 Case 580 Super N	$31,000.00	$104,284.00 *Includes Premier Warranty & CVA w/Trade

(*) Recommended Award of Purchase