FINANCE COMMITTEE
Monday, August 8, 2022 4:00 PM
Administration Conference Room, City Hall

1. **Call to Order**

2. **Financial Updates**
   A. City Administrator Approvals

3. **Action Items**
   A. Approve the minutes for the July 25, 2022, regular meeting
   B. Approve a professional services agreement with Bryan Kidney for financial management assistance and oversight (Administration)
   C. Approve Change Order No. 1 with Asphaltic Surfaces for the 2022 Mill & Overlay Program (Public Works)

4. **Non-Action Items**

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

6. **Other Business**

7. **Adjourn**

Posted Date & Time: 8/5/2022; 12:28 p.m. By: MM

Parkville Missouri

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: August 2, 2022

Department: Public Works

Low Bidder and Contract Amount:

Blue Valley Public Safety
509 James Rollo Drive
Grain Valley, MO 64029

$3,090.00

General Scope of Work Description/Project:

Annual Tornado Siren Maintenance Contract:

The City is part of the Platte County regional tornado and public safety warning system. The City covers the cost of maintaining four warning sirens, located within Parkville. Each year, the City contracts with Blue Valley Public Safety for the maintenance of the tornado warning sirens. The current maintenance contract expires on July 31, 2022. The maintenance rate is currently $256.00 per month, or $3,072 per year. The proposed contract includes an increased rate of $257.70 per month, or $3,090.00 per year, from August 1, 2022 to July 31, 2023. The agreement includes repair and replacement of equipment for the normal wear and tear of the four sirens.

There is funding programmed in the Public Works budget for the maintenance of the tornado sirens. There is capacity in the budget to cover this expense.

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

Blue Valley Public Safety is a sole source contractor, who supplies maintenance for the remaining warning sirens in Platte County.

Project Start Date: 8/1/22 **Estimated Completion Date:** 7/31/23

Budget Account Code: 10-515.06-36-00

Authorization:

☐ City Administrator: Alysa Barton Date: 8/2/2022
☐ Department Head: Alysen M Abel 8/2/22
☐ Mayor (if applicable):
☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

OUTDOOR WARNING SIREN MAINTENANCE AGREEMENT

THIS SERVICE AGREEMENT, entered into on this **26th day of July, 2022**, by and between the CITY OF PARKVILLE, MISSOURI ("City") and **Blue Valley Public Safety Inc. (BVPS)**, 509 James Rollo Dr. Grain Valley, MO 64029 ("Service Provider").

WHEREAS, the City seeks to execute a maintenance agreement with BVPS to maintain the City's outdoor warning siren system.

WHEREAS, the City has budgeted funds to do the necessary work; and

WHEREAS, Service Provider is an area business with the necessary skills and qualifications to provide these services.

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 services to be provided by BVPS which shall consist of the repair or replacement of the four (4) sirens, four (4) radio controls, sixteen (16) batteries, and parts and components thereof (the "Equipment") which have malfunctioned or become inoperative in normal wear and usage within 96 hours after the City has notified the Service Provider. It also includes the monthly checking and changing of batteries, verifying correct voltage and making sure the radio controls are operable. This agreement does NOT extend to repair or replacement of the Equipment or parts or components thereof which have malfunctioned or become inoperative for any other reason, including, but not limited to, misuse, abuse, vehicular accident, fire, natural disaster, explosion or other casualty or modification or alteration by any party other than Blue Valley. Anything outside of the normal scope of maintenance will be an Additional Service subject to Section I.A.C of this Agreement. The City agrees to retain Service Provider and Service Provider agrees to perform and complete the Services.

B. 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.

C. Service Provider shall provide Additional Services under this Agreement only upon written request of the City and only to the extent defined and required by the City. Any additional services or materials provided by the Service Provider without the City's prior written consent shall be at the Service Provider's own risk, cost, and expense, and Service Provider shall not make a claim for compensation from the City for such work.

D. The Service Provider will furnish all equipment, fuel, and labor necessary to complete the Services.

F. The City will provide a location to dump any debris or scrap materials at the Public Works Street facility.

G. Service Provider shall provide on-site safety oversight and shall recognize the dangers associated with performing maintenance to the City's outdoor warning siren system.

II. STANDARD OF CARE

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

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

III. COMPENSATION

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

   a. Services will be billed at the rate of two hundred fifty-seven dollars and 50/100 cents ($257.50) per month for twelve (12) months from August 1, 2022 through July 31, 2023, not to exceed three thousand ninety dollars and 00/100 cents ($3,090.00) The Service Provider will be paid quarterly (every three months), at the rate of seven hundred seventy-two dollars and 50/100 ($772.50).

   b. The Service Provider is not eligible to receive reimbursement for incidentals, mileage, or other expenses.

B. Compensation will be made quarterly upon satisfactory completion of the Services for the preceding three months.

C. Service Provider shall submit an itemized invoice to the City upon completion of the Services that details the Services that were provided each quarter. The City agrees to pay the balance of the approved invoice, or undisputed portions of the 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.

D. 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 one year 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 on August 1, 2022.

B. Services shall be completed on a monthly basis through the term of the Agreement after receiving the notice to proceed unless written authorization for an extension is provided by the City.

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. Service Provider shall furnish the City with a Certificate of Insurance on a standard ACORD form, indicating types of insurance, policy numbers, dates of commencement and expiration of policies and carriers. Servicer Provider shall cause the City to be included as an Additional Insured, and shall require its insurer to provide the City with at least 30 days advance notice of cancellation. Service Provider shall deliver to the City a copy of an Additional Insured Endorsement, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/13 or other carrier form) and a Notice of Cancellation Endorsement, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms. A copy of the Notice of Cancelation Endorsement and Additional Insured Endorsement must be furnished to the Owner prior to commencement of any services on City property.

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. 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.

IX. 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: Alysen Abel P.E.
Public Works Director
8880 Clark Ave.
Parkville, MO 64152

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

Blue Valley Public Safety Inc.
Attn: Dee Wieduwilt
509 James Rollo Drive
Grain Valley, MO 64029

X. 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 July 31, 2023.

C. Notwithstanding Article X, 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.

XI. MISCELLANEOUS PROVISIONS

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

B. <u>Assignability</u>. 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 Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Service Provider therefore covenants that it will not knowingly 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: Alexa Barton
Alexa Barton, City Administrator

ATTEST:

Alyson Mabel
8/2/22

Melissa McChesney
Melissa McChesney, City Clerk

BLUE VALLEY PUBLIC SAFETY INC.

By: Dee Wieduwilt
Dee Wieduwilt, Office Manager

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: August 2, 2022

Department: Public Works

Low Bidder and Contract Amount:

H&H Septic Service
30 Village Circle Drive
Platte City, MO 64079

$3,019.61

General Scope of Work Description/Project:

Air Diffuser at WWTF:

In July 2022, there was an issue with the air diffuser at the wastewater treatment plant. The repair required pumping and cleaning the clarifier. H&H Septic was contacted to assist with the repair.

The Sewer Fund includes funding available for building maintenance repairs.

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

The City has an on-call services agreement with H&H Septic Service, dated 12/6/16. The unit prices are listed in that agreement for both emergency and non-emergency situations.

Project Start Date: 7/8/22

Estimated Completion Date: 7/26/22

Budget Account Code: 30-501.06-01-00

Authorization:

- ☐ City Administrator: Alexa Barton Date: 8/3/2022
- ☐ Department Head: Alysen Abel 8/2/22
- ☐ Mayor (if applicable):
- ☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

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

Work Authorization #133 (OC)

Date: July 8, 2022

Issued to: H & H Septic Service Inc.
30 Village Circle Drive
Platte City, MO 64079

Project/Work Description

Title: WWTF – Repair Air Diffuser in Waste Vat 6" Line
Invoice No. 52831 Attached

Unit prices as identified in On-Call Services Agreement dated 8/4/15.

Schedule and Price

Project Start Date:	July 8, 2022
Estimated Completion Date:	July 26, 2022
Latest Acceptable Date:	July 26, 2022
Estimated Cost:	$3,019.61
Expenditure Limit:	$3,019.61
Budget Account Code:	30-501.06-01-00

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

Name/Title: Regina Moore Office Manager Signature: [signature]

Company: H & H Septic Service Inc. Date: 7/27/2022

Authorization

Department Head: [signature] Date: 8/2/22
Alysen Abel, Public Works Director

City Administrator (if over $2,500): [signature] Date: 8/3/2022
Alexa Barton, City Administrator

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

For Internal Staff Use Only

(initial each item and file with executed work authorization)

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

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

X Valid business license

H & H SEPTIC SERVICE INC
13325 N SILVER RIDGE DR
PLATTE CITY, MISSOURI 64079
(816) 330-4040

INVOICE

52831

Date	Salesperson	Customer No.	Terms
7/8/2022	JF		Net 30 days

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

Qty.	Description	Unit Price	Amount
7/8	Repair air diffuser in		
	waste Vat 6" Line		$ 900.00
	2men (4hrs labor) extra		$ 300.00
	Vac truck 2.50hrs		$ 663.00
	plumbing parts		$ 552.69
	profit & overhead @ 25%		$ 603.92
			$ 3019.61

Thank You

Finance Committee Meeting
Monday, July 25, 2022 4:00 PM
Administration Conference Room, City Hall

Minutes

1. **Call to Order**

Chair Plumb called the meeting to order at 4:05 p.m. A quorum was present.

Members Present: Chair Greg Plumb, Vice Chair Douglas Wylie, Dean Katerndahl and Philip Wassmer

City Staff Present: City Administrator Alexa Barton, Public Works Director Alysen Abel, Finance/Human Resources Director Matthew Chapman, Community Development Director Stephen Lachky (via videoconference), Public Works Project Manager Chris Ashley, 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 a purchase within her approval authority.

3. **Action Items**

A. **Approve the minutes for the July 11, 2022, meeting**

Douglas Wylie moved to approve the minutes for the July 11, 2022, meeting. Philip Wassmer seconded; motion passed 4-0.

B. **Approve Work Authorization No. 1 with Environmental Process Systems, Inc. to install the clarifier drive at the wastewater treatment plant**

Public Works Director Alysen Abel stated that the wastewater treatment plant clarifier drive was a two-part approval. City Administrator Alexa Barton approved the emergency purchase and the proposed work authorization was for the installation of the equipment. Abel noted that the total was within the city administrator's approval, but because the total cost of both parts exceeded her authority, staff brought it to the Finance Committee and it would be presented to the Board of Aldermen.

Wylie moved to recommend that the Board of Aldermen approve Work Authorization No. 1 with Environmental Process Systems to install the clarifier drive and gear box at the wastewater treatment plant in the amount of $8,970, for a total project amount of $33,961. Wassmer seconded; motion passed 4-0.

4. **Non-Action Items**

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

6. Other Business

The Committee discussed moving the August 29 meeting to August 22 and the consensus was to move the meeting. The Board of Aldermen would discuss rescheduling the September 6 meeting to August 30 at the August 2 meeting.

City Administrator Alexa Barton said the 2023 budget would be delayed in order for staff to receive InCode training. She also said there was a sewer leak on Bell Road that needed to be repaired and staff was looking at projects that could be deferred because the repair was not included in the budget.

7. Adjourn

Chair Plumb adjourned the meeting at 4:21 p.m.

Submitted by:

Melissa McChesney City Clerk	Approval Date

ITEM 3.B.

For 8/8/2022

Board of Aldermen - Finance Committee Meeting

CITY OF PARKVILLE
Policy Report

Date: August 4, 2022

Prepared By:
Alexa Barton, City Administrator

Reviewed By:
Alexa Barton, City Administrator

ISSUE:
Approve a professional services agreement with Bryan Kidney for financial management assistance and oversight (Administration)

BACKGROUND:
Currently, the City has a combined finance and human resources position. However, with the growth of the City and increased areas of responsibilities, it is imperative to divide these responsibilities into two (2) positions.

1. Human Resource Director, and
2. Finance Director

The current staff member will assume the title, role and responsibilities of the City's Human Resource Director. With this organizational change, the City requires the addition of a Finance Director. Due to the current market and the extreme difficulty of hiring qualified candidates, including an individual with a governmental accounting background, retaining the services of a business consultant to serve in an interim role of financial management oversight will accomplish this need until a qualified candidate may be carefully chosen. Mr. Bryan Kidney has the qualifications and background needed to serve in this interim role.

Mr. Kidney has vast and varied experience as a Financial Director and will be a dedicated resource, in order to address and satisfy the knowledge needed and desired by the City. He has spent over 25 years working for local communities filling multiple roles, such as Finance and Administration Director, Municipal Advisor, Assistant Director and Finance Director. Mr. Kidney began his career as an auditor for a certified public accounting firm where he worked on municipal audits. He has served five municipalities and in the private sector as an independent municipal advisor with Baker Tilly (formerly known as Springsted). He has assisted clients with financial assistance, including debt financing, economic development projects, and strategic planning. Mr. Kidney is also familiar with the City as he previously served as the City's financial advisor when he was with Baker Tilly. During his career, he has served on the board of directors for numerous non-profit organizations ranging in size. He has been very involved in several professional organizations, including the Government Finance Officers Association (GFOA), where he has served in numerous roles, including the National GFOA Committee on Governmental Debt Management.

BUDGET IMPACT:
The General Fund includes funds for Professional Services and there is capacity within the General Fund to cover this expense.

ALTERNATIVES:

1. Approve the item.
2. Approve the item, subject to changes.
3. Do not approve the item.
4. Postpone the item

STAFF RECOMMENDATION:
Staff recommends the approval of a professional services agreement with Bryan Kidney for financial management assistance and oversight.

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 approve the agreement with Bryan Kidney for financial management assistance and oversight in accordance with the terms and conditions of the professional services agreement for consulting services.

ATTACHMENTS:
1. Agreement
2. Bryan Kidney Resume

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTING SERVICES

THIS SERVICE AGREEMENT, entered into on this ______ day of ___________________, 2022 by and between the CITY OF PARKVILLE, MISSOURI ("City") and Bryan Kidney ("Service Provider").

WHERAS, the City requires professional services in the areas of budgeting, debt structures, investments, governmental financial management, economic development support, auditing, internal controls, human resources, and other services commensurate with those provided by the finance director of a local governmental entity, including services related to assisting the City with the hiring of an in-house finance director ("Services"); and

WHEREAS, the Service Provider has the requisite skills, qualifications, and experience in the required areas to provide the Services.

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 have the meaning in the recitals above. The City agrees to retain Service Provider and Service Provider agrees to provide the Services.
B. 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 service, before Service Provider performs the revised services.

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 that he has all necessary knowledge and experience required to perform the Services described herein.

III. COMPENSATION

A. As consideration for providing the Services, the City shall pay Service Provider as follows: Services will be billed on an hourly basis at a rate of $150 per hour with a per diem travel time per trip of .5 hour, with total compensation not to exceed $10,500 per month without prior written authorization by the City Administrator.
B. Service Provider shall submit an itemized invoice to the City that details the Services that were provided, as well as any other charges or reimbursements to which the Service Provider is entitled by this Agreement. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Service Provider of the nature of the dispute regarding the balance.

IV. SCHEDULE

A. Service Provider shall commence performance of the Services as agreed upon after execution of this Agreement.
B. 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.
C. 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 the necessary time to perform the Services.

V. LIABILITY AND INDEMNIFICATION

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

VI. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

While upon City premises, the Service Provider shall be subject to the City's rules and regulations respecting its property and the conduct of employees thereon.

VII. OWNERSHIP OF WORK PRODUCT

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

VIII. RELATIONSHIP OF THE PARTIES

A. All of the Services required hereunder will be performed by the Service Provider, and shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
B. 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.

IX. 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: City Administrator
8880 Clark Ave.
Parkville, MO 64152
abarton@parkvillemo.gov

C. Notices sent by the City shall be sent to:
Bryan Kidney
8824 Minnehaha Ln,
Kansas City, MO 64114
bryan.kidney@gmail.com
816-588-3387

X. 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 notice of termination is given in writing by either party.

XI. 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 they will not discriminate because of race, creed, color, national origin, religion, or sex.

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

G. 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.

H. 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.

I. 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.

J. 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: ___________________________

Dean Katerndahl, Mayor

ATTEST:

____

Melissa McChesney, City Clerk

By: ___________________________

Bryan Kidney

Kanas City, Missouri
816.588.3387
www.linkedin.com/in/bryan-kidney
Bryan.kidney@gmail.com

BRYAN KIDNEY

PROFILE

Over 30 years of government Finance and Administration experience with a proven expertise in team building, budgeting, debt structures, investments, governmental financial management, economic development support, auditing, internal controls and computer operations. Expert relationship builder, presenter and strategist.

CAREER PROGRESSION

CITY OF INDEPENDENCE, MISSOURI — **DIRECTOR OF ADMINISTRATION**
2018-Present | Population 120,000 | $330 Million Budget

CITY OF LAWRENCE, KANSAS — **DIRECTOR OF FINANCE**
2014-2018 | Population 95,000 | $200 Million Budget

SPRINGSTED, INCORPORATED (NOW BAKER TILLEY) — **VICE PRESIDENT**
2011-2014 | Kansas City/Des Moines/Wichita Offices | Municipal Advisory Firm

CITY OF SHAWNEE, KANSAS — **DIRECTOR OF FINANCE/TREASURER**
2005-2011 | Population 65,000 | $110 Million Budget

CITY OF GARDNER, KANSAS — **DIRECTOR OF FINANCE/INTERIM CITY ADMINISTRATOR**
2000-2005 | Population 15,000 | $50 Million Budget

CITY OF MANHATTAN, KANSAS — **ASSISTANT DIRECTOR OF FINANCE**
1997-2000 | Population 54,000 | $100 Million Budget

POTTAWATOMIE COUNTY, KANSAS — **DIRECTOR OF FINANCE AND OPERATIONS**
1993-1997 | Population 16,000 | $20 Million Budget

BERBERICH, TRAHAN & CO, PA (NOW BT&CO,PA) — **STAFF AUDITOR**
2091-1993 | Topeka, Kansas | Certified Public Accountants

ACHIEVEMENTS HIGHLIGHTS

MANAGER AND EXECUTIVE TEAM MEMBER

Successful in creating long-lasting highly efficient departments. Responsible for restructuring departments through understanding City goals and assigning tasks to team members utilizing their strengths. Ability and fortitude to make tough decisions to meet goals and to develop a strong teams. Formed solid formal and informal communication systems throughout each organization in order to be a key resource for the City.

DEBT MANAGER

Recognized expert in debt management and accounting with municipalities throughout the Midwest. Planned, structured, and helped clients finance hundreds of millions of dollars in infrastructure. Experience and expertise with General Obligation, Revenue, Economic Development and special assessment debt utilizing both competitive and negotiated sales. Through careful planning and guidance helped the majority of my clients and my communities achieve either their first or upgraded bond rating.

PUBLIC BUDGETING

Working with clients, created several Capital Improvement Programs to assist with the forecasting and finance management of large capital projects. Annually assisted several clients by reviewing budget and editing their successful GFOA Distinguished Budget Award applications. Assisted clients in understanding Kansas Budgeting and was asked to be the budget instructor for first year Kansas city clerks at the annual City Clerk Spring Conference.

ECONOMIC DEVELOPMENT MANAGEMENT

Key economic development team member for clients. Assisted many communities in three states on all aspects of economic development. Have created innovative policies and specific strategies to achieve goals. Negotiated terms on client's behalf with developers and community partners. Extensive knowledge of all economic development tools in Kansas, Iowa and Missouri. Using this knowledge and working with bond counsels, have created unique opportunities for clients to have success in developing their communities.

ACCOUNTING AND INVESTMENTS

A trusted resource for many City Finance Directors and City Managers across the Midwest with accounting and investment advice. Using my unique experience from multiple jurisdictions, I can quickly and positively answer most questions from basic to complex. Team member on several utility rate studies and presenter of results to governing bodies.

EDUCATION

EMPORIA STATE UNIVERSITY B.S., Business Accounting, 1990

SKILLS & INTERESTS

COMMITMENT TO GIVE BACK TO THE COMMUNITY

Former and current leadership positions in volunteer organizations:

- President, Friends of the Johnson County Library Board
- Established and directed Shawnee Bike Recycling program
- Founding Board member and former President of FreeWheels for Kids
- President of Gardner Rotary Club
- Loaned Executive for United Way of Topeka
- Established first Meals on Wheels route in Gardner, Kansas
- Treasurer of the Board of Florence Crittenton of Topeka
- Active member and leadership roles at Churches in communities where I've lived
- Established and managed a three-year fund-raising program in order to build quality water infrastructure for 20 rural communities in Panama
- Scout leader and little league coach for more years than I care to remember

COMMITMENT TO GIVE BACK TO MY PROFESSIONAL ORGANIZATIONS

- Named to the National Government Finance Officers Association (GFOA) Debt Committee in order to establish best practices in debt financing.
- Consistently conduct several classes a year in finance & debt management, utility forecasting, economic development and utility management to Kansas GFOA, Missouri GFOA, Iowa City Manager Associations and numerous KS, IA, and MO state elected official conferences.
- Former officer in both Eastern Kansas and Kansas GFOA chapters.
- Guest speaker for numerous university finance and public administration programs.

Avid cyclist, admitted finance nerd, husband and father extraordinaire.

ITEM 3.C.
For 8/8/2022
Board of Aldermen - Finance Committee Meeting

CITY OF PARKVILLE
Policy Report

Date: August 3, 2022

Prepared By:
Alysen Abel, Public Works Director

Reviewed By:
Alexa Barton, City Administrator

ISSUE:
Approve Change Order No. 1 with Asphaltic Surfaces for the 2022 Mill & Overlay Program (Public Works)

BACKGROUND:
On April 19, 2022, the Board of Aldermen approved a construction agreement with Asphaltic Surfaces for the 2022 Mill and Overlay Program. Since that time, the contractor has completed the work that was originally programmed for the mill and overlay.

In addition to the unit pricing for the standard mill and overlay, staff requested unit costs for the full depth repair. At the time of the bid, there were no projects designated. Since that time, there have been two areas that require full depth repair - Claret and Twilight.

With the installation of the new sidewalk along Route 9 to Main Street, there is a need to install additional asphalt along the driveway and parking area located at Main Street and Route 9 to better route stormwater. Staff worked with Asphaltic Surfaces to install additional asphalt in this location to better direct the water into the roadway versus the impact it had on nearby property.

Another area addressed will be Bluff View, which is a private street with public infrastructure (stormwater) access. This private road is owned and maintained by one of the homeowners who lives along that private roadway. There is a portion of the roadway/drive that is public located near the storm drain. The public portion of Bluff View has experienced damage due to large storm water runoff and requires an overlay near the storm drain to better direct the flow into the inlet.

Change Order No. 1 reflects the additional paving for these areas stated above. The total cost for the additional project areas is $23,836.20.

BUDGET IMPACT:
The 2022 Transportation Fund includes $250,000 for Mill & Overlay. The original contract with Asphaltic Surfaces was in the amount of $196,525. The additional work will increase the total project cost to $220,361.20, which is still within the budget.

ALTERNATIVES:
1. Approve Change Order No. 1 with Asphaltic Surfaces for the additional asphalt work as outlined by staff.
2. Provide direction to staff related to the additional asphalt work.
3. Do not approve the change order.
4. Postpone this item.

STAFF RECOMMENDATION:
Staff recommends approval of the change order with Asphaltic Surfaces for the additional asphalt work as outlined.

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 recommend that the Board of Aldermen approve Change Order No. 1 with Asphaltic Surfaces for additional asphalt work in the amount of $23,836.20, for a total contract amount of $220,361.20.

ATTACHMENTS:
1. Change Order No. 1

Change Order

PROJECT (*Name and address*): 2022 Mill & Overlay Project	**CHANGE ORDER NUMBER:** **DATE:** August 16, 2022
TO CONTRACTOR (*Name and Address*): Asphaltic Surfaces 417 S. Spring St., Independence MO 64050	**PROJECT NO.:** ____________________ **CONTRACT DATE:** 4/19/2022

THE CONTRACT IS CHANGED AS FOLLOWS:

The original Contract Sum was	$	196,525.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	196,525.00
The Contract Sum will be increased by this Change Order in the amount of	$	23,836.20
The new Contract Sum including this Change Order will be	$	220,361.20

The Contract Time will be increased by zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

This Change Order represents: 1) the full depth repair on Claret and Twilight; (2) additional asphalt on Route 9 near Main Street; and (3) additional asphalt on Bluff View.

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

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

Asphaltic Surfaces **CONTRACTOR** (*Firm name*)	City of Parkville **OWNER** (*Firm Name*)
417 S. Spring St., Independence MO 64050 **ADDRESS**	8880 Clark Ave., Parkville, MO 64152 **ADDRESS**
____________________ **BY** (*Signature*)	____________________ **BY** (*Signature*)
____________________ (*Typed name*)	Dean Katerndahl, Mayor (*Typed name*)
____________________ **DATE**	____________________ **DATE**