FINANCE COMMITTEE
Monday, August 22, 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 August 8, 2022, regular meeting
   B. Approve the semi-annual financial report for the first half of 2022 and direct City Administration to publish (Administration)
   C. Approve the 2022 property tax levy for fiscal year 2023 (Administration)
   D. Approve purchase of a pump for McAfee Pump Station from FTC Equipment (Public Works)
   E. Approve Work Authorization No. 150 with North Hills Engineering for the Riss Lake Sewer Evaluation project (Public Works)
   F. Approve a construction agreement with Four Star Electric for trail lighting improvements in English Landing Park (Public Works)

4. **Non-Action Items**

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

6. **Other Business**

7. **Adjourn**

Posted Date & Time: 8/19/22; ____ a.m. By: MM

Parkville Missouri

CITY ADMINISTRATOR PURCHASING APPROVAL

Preparation date: 8/16/2022

City of Parkville
Department: PUBLIC INFORMATION

Low Bidder and Contract Amount:

TooBaRoo LLC
2107 Grand Blvd, Suite 208
Kansas City MO 64108

$7,650

General Scope of Work Description/Project:

Parkville Website Update

In response to the Board of Aldermen's government transparency initiative, City staff has been working on updating the City's website with the goal of making the site more user-friendly and efficient for the public.

To-date, the first phase of work was $2,512.50 and the second phase was $4,687.50. TooBaRoo will only need an additional $450 to complete the work before the site goes live. Therefore, the total amount includes the first two phases and the additional work for a total up to $7,650.

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

The City contracts with TooBaRoo to provide monthly website hosting, monitoring, DNS, analytics and backups for ParkvilleMo.gov. This scope of work is in addition to the monthly services already being provided.

Project Start Date: 7/6/2022 **Estimated Completion Date:** 9/15/2022

Budget Account Code: 10-540.09-05-00

Authorization:

☐ City Administrator: Alexa Barton Date: 8/17/22
☐ Department Head: Melissa McChesney 8/17/22
☐ Mayor (if applicable):
☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

TooBaRoo

WEBSITES - SOFTWARE - DATABASES

Internet Marketing • Web Development • Content Management Systems • Database, Software & Online Application Development

2107 Grand Blvd. Suite 208, Kansas City, MO 64108 | 816-365-9207

Internet: TooBaRoo.com | Email: toobaroo@aol.com

INVOICE – ParkvilleMo.gov **Invoice # ParkvilleMo.gov-107**

07/06/2022

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

Re: **ParkvilleMo.gov – WordPress Consulting, New Site Design & Content Merger**

Item	Total
• Updating Site Design, Plugins, Main Page Structure, Footers, Headers, Navigation, theme and builder system • Merging Live Content with Revised Design Structure, Plugins and Theme • Testing Content Merger, Export & Import with Staging and Development Sites using more recent content from the live site. (16.75 Hours @ $150.00 = $2,512.50)	
Total of Above Items	$2,512.50
Total Items	$2,512.50

Please Send Payments To:

TooBaRoo, LLC 2107 Grand Blvd. Suite 208, Kansas City, MO 64108

TERMS: Payment is due and payable upon receipt. Accounts 30 days overdue are subject to a finance charge of 1.5% per month from the time of the date on the initial invoice.

TooBaRoo
WEBSITES - SOFTWARE - DATABASES
Internet Marketing • Web Development • Content Management Systems • Database, Software & Online Application Development
2107 Grand Blvd. Suite 208, Kansas City, MO 64108 | 816-365-9207
Internet: TooBaRoo.com | Email: toobaroo@aol.com

INVOICE – ParkvilleMo.gov **Invoice # ParkvilleMo.gov-109**

08/10/2022

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

Re: **ParkvilleMo.gov – WordPress Consulting, New Site Design & Content Merger & Design Element Modifications**

Item	Total
• Updating Site Design, Plugins, Main Page Structure, Footers, Headers, Navigation, theme and builder system • Design Modifications of Site, Menus, Footers, Widgets, Sliders, Widget Areas, Social Media Formatting from initial site review • Replacement of unsupported Dynamic Widgets Plugin used extensively in the former site wth a new method for dynamic display • Modification of and creation of several new site wide and page specific Elementor templates, creating 3 new sidebars (widget holding areas), creating 2 new header elements options, revised site wide footer, revised social media footer elements, creation of custom fields for dynamic display of content based upon new widget_group post field. • Testing Revised Design elements, modifications and dynamic widget logic. (Work Performed from 7/9/2022 – 8/10/2022 0 31.25 Hours @ $150.00 = $4,687.50)	
Total of Above Items	$4,687.50
Total Items	$4,687.50

Please Send Payments To:

TooBaRoo, LLC 2107 Grand Blvd. Suite 208, Kansas City, MO 64108

TERMS: Payment is due and payable upon receipt. Accounts 30 days overdue are subject to a finance charge of 1.5% per month from the time of the date on the initial invoice.

Parkville
Missouri

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: August 11, 2022

Department: Public Works

Low Bidder and Contract Amount:

McConnell & Associates
1225 Iron Street
North Kansas City, MO 64116

$4,089.00

General Scope of Work Description/Project:

Pocket Park Frontage Improvements (Change Order #2):

On April 20, 2021, the Board of Aldermen approved a construction agreement with McConnell & Associates for the Pocket Park Frontage Improvements. The improvements includes reconstruction of curb and sidewalk. It also includes the installation of safety bollards along the frontage of the park.

There have been several delays with this project over the past 16 months, including completing the reconstruction of the stairs and moving the Bill Grigsby Statue. It was determined that the frontage improvements needed to be completed after these projects.

Staff requested justification to the contractor associated with price increases over the past 16 months since the project was originally bid. The delays in the project were not the fault of the contractor. The cost increase of the original contract was $4,089.00, which is in line with the cost increases seen throughout the industry.

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

McConnell & Associates was the low bidder following a competitive bidding process.

Project Start Date: 7/13/21

Estimated Completion Date: 11/4/22

Budget Account Code: 41-560.52-50-00

Authorization:

☐ City Administrator: Alexa Barton Date: 8/16/22
☐ Department Head: Alysen Abel 08/11/22
☐ Mayor (if applicable):
☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

Change Order 2

PROJECT:
2021 Pocket Park Sidewalk & Curb Modifications

CHANGE ORDER NUMBER: 2
DATE: 7/18/2022

TO CONTRACTOR:
McConnell & Associates
1225 Iron Street
North Kansas City, MO 64116

PROJECT NO.: ________________
CONTRACT DATE: 4/20/2021

THE CONTRACTOR IS CHANGED AS FOLLOWS:

The original Contract Sum was	$	38,745.00
The net deduction change by previously authorized Change Orders	$	4,000.00
The Contract Sum prior to this Change Order was	$	34,745.00
The Contract Sum will be increased by this Change Order in the amount of	$	4,089.00
The new Contract Sum including this Change Order will be	$	38,834.00

Project put on hold in 2021. Change order reflects inflationary price increases for labor and materials from May 2021 to July 2022.

The date of Substantial Completion as of the date of this Change Order therefore is November 4, 2022.

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.

McConnell & Associates	City of Parkville
CONTRACTOR (*Firm name*)	**OWNER** (*Firm Name*)
1225 Iron Street, NKC, MO 64116	8880 Clark Ave., Parkville, MO 64152
ADDRESS	**ADDRESS**
[signature]	
BY (*Signature*)	**BY** (*Signature*)
Sam Randall Project Manager	Alexa Barton, City Administrator
(*Typed name*)	(*Typed name*)
7/26/22	
DATE	**DATE**
	Alyson Makel 08/11/22

DB04/0832356.0002/10775024.1 WP08

MAC
McConnell & Associates

PROPOSAL

Bid ID Number:50784
Date:7/11/2022

1225 Iron - North Kanas City, Missouri 64116 - Office (816) 842-6066 - Fax (816) 842-1638

Bid Sumitted To:	**Job Proposed:**
City of Parkville 8880 Clark Avenue Parkville, MO 64152	2021 Pocket Park Sidewalk & Curb 1st Main & Street Parkville, MO 64152
PHONE: (816) 741-7676 **FAX:**	
CONTACT: Chris Ashley	

Description **Net Price**

Itemized Description

- Demo and Prep Work
  - 2021 Cost: $5,313.00
  - 2022 Cost: $5,545.00

- Concrete Work
  - 2021 Cost: $4,500.00
  - 2022 Cost: $4,730.00

- Asphalt Work
  - 2021 Cost: $5,555.00
  - 2022 Cost: $6,292.00

- Bollard Install
  - 2021 Cost: $4,820.00
  - 2022 Cost: $5,600.00

- Pavor Install
  - 2021 Cost: $6,900.00
  - 2022 Cost: $8,105.00

- Traffic Control
  - 2021 Cost: $1,265.00
  - 2022 Cost: $1,920.00

- Thermo Paint
  - 2021 Cost: $5,720.00
  - 2022 Cost: $6,240.00

- Bonds
  - 2021 Cost: $402.00
  - 2022 Cost: $402.00

Pocket Park
- 2021 Total Cost: $34,475.00
- 2022 Total Cost: $38,834.00

Initials____

McConnell & Associates

PROPOSAL

Bid ID Number:50784
Date:7/11/2022

1225 Iron - North Kanas City, Missouri 64116 - Office (816) 842-6066 - Fax (816) 842-1638

Bid Sumitted To:	**Job Proposed:**
City of Parkville 8880 Clark Avenue Parkville, MO 64152 **PHONE:** (816) 741-7676 **FAX:** **CONTACT:** Chris Ashley	2021 Pocket Park Sidewalk & Curb 1st Main & Street Parkville, MO 64152

NOTICE TO OWNER: FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

PAYMENT and COLLECTION: Payment is due upon reciept of Company's invoice. If Company provides this agreement/proposal/bid to an attorney for enforcement of its terms, including but not limited to collection of amounts dus, you agree to pay all expenses and cost, including but not limited to attorney's fees incurred by Company in such enforcement or collection. In the event all sums are not paid when due, all unpaid sums shall bear interest at the (18%) per annum until paid in full.

Sam Randall
Sam Randall

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory, and are hereby accepted.

Signature:______________________________

Name & Title (Please Print):______________________________

Date Accepted:______________________________

NOTES: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: August 11, 2022

Department: Public Works

Low Bidder and Contract Amount:

Urban Tree Specialists
P.O. Box 901422
Kansas City, MO 64190

$2,875.00

General Scope of Work Description/Project:

Tree Removal and Trimming along 62nd Street:

Urban Tree Specialists acts as the City's certified arborist. They work directly with City staff to identify hazardous trees in various areas of the City. After receiving a complaint about trees along 62nd Street, the City staff met with the on-call arborist. It was determined that five trees need to be removed, they are dead and could potentially become a hazard if left in place.

The 2022 Transportation Fund includes budget available for tree trimming and removal. There is capacity in that budget to cover this expense.

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

On October 6, 2020, the Board of Aldermen approved an on-call tree trimming contract with Urban Tree Specialists for the emergency and routine trimming and removal of trees. The unit prices included in this work authorization reflect the unit prices listed in the executed contract.

Project Start Date: 8/15/22 **Estimated Completion Date:** 9/15/22

Budget Account Code: 40-520.07-52-00

Authorization:

☐ City Administrator: Alex Barton Date: 8/16/22
☐ Department Head: Alysen Abel 8/11/22
☐ 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 #52

Date: **7/29/2022**

Issued to: **Urban Tree Specialists**
P.O Box 901422
KCMO 64190

Project/Work Description: Tree Removal – Behind North Entrance Monument NW 62nd St. & 9 Hwy.

- See attached Proposals - Total $2,875.00

Note: All work to be performed on a time and material basis as outlined in the contract dated 8/7/18

Schedule and Price

Project Start Date:	7/15/2022
Estimated Completion Date:	8/15/2022
Latest Acceptable Date:	8/15/2022
Estimated Cost:	$2,875.00
Expenditure Limit:	$2,875.00
Budget Account Code:	40-520.07-52-00

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: Bret Cleveland Owner-member Signature:

Company: **Urban Tree Specialists** Date: 8-2-22

Authorization

Department Head: Alysen M Abel Date: 08/11/22

Alysen Abel, Public Works Director

City Administrator (if over $2,500): Alexa Barton Date: 8/16/22

Alexa Barton, City Administrator

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

Dean Katerndahl, Mayor

Urban TREE Specialists
Rooted in a Greener Future

Parkville Parks and Recreation
Tom Barnard
8880 Clark Ave
Parkville, MO 64152

Proposal Date: 6/23/2022
Work Site: NW 62nd St and 9 Hwy
Parkville, MO 64152

Proposed By: Bret Cleveland
Ad Source: City License
Work: 816-587-2593
Mobile: 816-215-4047

Qty	Plant	Location		Cost
1	Elm (Siberian)	North street	Large tree behind north entrance monument — Subordinate lowest limb over spruce back to upright limb - Remove entire lowest SE limb over street that is resting on hackberry limb - Remove couple higher dead limbs toward street	$275.00
1	Hackberry	North street	East of elm with large limb over street — Remove 2 lowest limbs toward/over street and couple low dead limbs	$100.00
1	Elm (Siberian)	North street	Closest to street that is leaning completely over the street (marked with orange paint) — Remove to ground level and remove all debris	$700.00
1	Locust (Black)	North street	XL 2 stem tree that has broken over trees resting on it — Remove Entire marked limb over street and remove all debris — Cut broken over trees that are resting in the locust into smaller sections and leave limbs and logs in the natural area	$400.00
1	Locust (Black)	South street	XL split tree closest to west side/start of tree line — Remove Entire tree including split section resting in other trees and remaining standing section - Remove down broken limbs in area and repair/remove any broken limbs in areas where the tree fell into them - Remove all debris	$1,400.00

Subtotal:	**$2,875.00**
Tax:	**$0.00**
Total:	**$2,875.00**

Parkville Missouri

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: October 24, 2019

Department: Public Works

Low Bidder and Contract Amount:

BBN Architects, Inc.
411 Nichols Road, Suite 246
Kansas City, MO 64112

$3,490.00

General Scope of Work Description/Project:

Farmers Market Design / Cost Estimates:

On October 20, 2020, the Board of Aldermen approved an on-call professional services agreement with BBN Architects. BBN Architects have previously assisted with various projects in the downtown area, including an initial review of options related to the Farmers Market building.

With the first phase of the Farmers Market project, the main emphasis has been public engagement. Although Confluence has provided the majority of the public engagement services for the Famers Market, BBN has been involved in the process since they will be assisting with the architectural services in the next phase. Furthermore, BBN assisted with providing revised cost estimates for the insurance review.

This work authorization reflects their professional services between June 1st thru July 14th.

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

On October 20, 2020, the Board of Aldermen approved an on-call professional services agreement with BBN Architects.

Project Start Date: 6/1/22 **Estimated Completion Date:** 7/14/22

Budget Account Code: 41-550.08-03-00

Authorization:

☐ City Administrator: Alexa Barton Date: 8/14/22
☐ Department Head: Alysen Makel 08/11/22
☐ Mayor (if applicable):
☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

WA # 13

Parkville Missouri

Work Authorization 13

City of Parkville
Department of Public Works

Preparation date: 6/21/22

To: BBN Architects, Inc.
411 Nichols Road, Ste. 246
KCMO 64112
816-753-2550

General Scope of Work Description/Project: City of Parkville – Design of Farmers Market Replacement Structure
Primary Tasks: (List task and hours):

Delegated Design of Farmers Market replacement structure.

See attached proposal dated July 25, 2022 for professional services June 1 – July 14,2022.

Estimated Total: $3,490

Project Start Date: 06/21/2022 **Estimated Completion Date:** 9/14/2022

Budget Account Code: 41-501.08-03-00

Signature: Scott Banner

Schedule:

Authorization: ______ **Signature:** ______

☐City Administrator: Alyson Makel Date: 08/11/22
☐Department Head:
☐Mayor:

INTEGRATING NATURE AND ARCHITECTURE
BBN
ARCHITECTS INC

25 July 2022

Alysen Abel, PE
Public Works Director
City of Parkville, MO
8880 Clark Avenue
Parkville, MO 64152

RE: City of Parkville Farmers Market Delegated Design WA#13

For Professional Services (June 1 - July 14, 2022):
Fee Agreement: Lump Sum of $17,104.00
Fees Previously Invoiced: $0.00

INVOICE

Alysen,
Per your request, here are the hours we've spent on the WA#13 proposal to date. This includes the time spent on the original delegated design contract scope, our participation in discussing the approach for the public engagement, Carl's time in reevaluating the March cost estimate, and our attendance at the joint BOA/CLARB meeting. Given the expectation that BBN will be performing the final design services for the farmers market, BBN is willing to attend the upcoming public meetings without billing our time.

Scott Bingham, Landscape Architect
16.5 hours

Austin Massoth, Architect
8 hours

Carl Riblett, Cost Estimator
1 hour

TOTAL AMOUNT DUE THIS INVOICE: $3,490.00

Sincerely,
BBN ARCHITECTS INC

Courtney Smith
Office Manager

cc: CAshley@parkvillemo.gov

411 NICHOLS ROAD
SUITE 246
KANSAS CITY, MO
64112-2033

Phone: 816.753.2550
bbnarchitects.com

228 POYNTZ AVE
MANHATTAN, KS
66502-0102

Phone: 785.776.4912
bbnarchitects.com

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: August 11, 2022

Department: Public Works

Low Bidder and Contract Amount:

Embassy Landscape
6105 NW River Park Drive
Parkville, MO 64152

Credit of $5,323.00

General Scope of Work Description/Project:

Busch Drive Improvements (Change Order No. 1):

On October 19, 2021, the Board of Aldermen approved a construction agreement with Embassy Landscape for the landscape and hardscape features associated with the Busch Drive Improvements in the amount of $43,996. Since that time, staff worked directly with the contractor by self performing several of the items included in Embassy's original bid. This change order reflects the cost savings by having City staff perform the work.

The Parks Sales Tax Fund will receive a credit of $5,323.00 due to the change order deduct.

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

On October 6, 2020, the Board of Aldermen approved a construction agreement with Embassy Landscape.

Project Start Date: 12/1/21

Estimated Completion Date: 7/12/22

Budget Account Code: 41-560.52-50-00

Authorization:

- ☐ City Administrator: Alyn Barton Date: 8/16/22
- ☐ Department Head: Alysen Makel ~~08/11/22~~
- ☐ Mayor (if applicable):
- ☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

Change Order 1

PROJECT (*Name and address*):
ELP Roundabout

CHANGE ORDER NUMBER: 1
DATE: July 12, 2022

TO CONTRACTOR (*Name and Address*):
Embassy Landscape

PROJECT NO.: ____________
CONTRACT DATE: 10/19/2021

THE CONTRACTOR IS CHANGED AS FOLLOWS:

The original Contract Sum was	$ 43,996.00
The net change by previously authorized Change Orders	$ 0.00
The Contract Sum prior to this Change Order was	$ 43,996.00
The Contract Sum will be decreased by this Change Order in the amount of	$ 5,323.00
The new Contract Sum including this Change Order will be	$ 38,673.00

The date of Substantial Completion as of the date of this Change Order therefore is July 31, 2022

This change order reflects the removal of the following that was performed by the City: drain tile, gravel rock, landscape fabric and purchase of extra dirt. 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.

Embassy Landscape
CONTRACTOR (*Firm name*)

6105 NW River Park Dr., Riverside, MO 64150
ADDRESS

[signature]
BY (*Signature*)

Dan Nelson, President
(*Typed name*)

8-9-2022
DATE

City of Parkville
OWNER (*Firm Name*)

8880 Clark Avenue, Parkville, MO 64152
ADDRESS

Alysen Abel
BY (*Signature*)

Alysen Abel, Public Works Director
(*Typed name*)

08/11/22
DATE

DB04/0832356.0002/10775024.1 WP08

Finance Committee Meeting
Monday, August 8, 2022 4:00 PM
Administration Conference Room, City Hall

Minutes

1. Call to Order

Chair Plumb called the meeting to order at 4:04 p.m. A quorum was present.

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

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

3. Action Items

A. **Approve the minutes for the July 25, 2022, regular meeting**

Douglas Wylie moved to approve the minutes for the July 25, 2022, meeting. Bob Bennett seconded; motion passed 4-0.

B. **Approve a professional services agreement with Bryan Kidney for financial management assistance and oversight**

City Administrator Alexa Barton said that there were discussions about separating human resources and finance into two positions, which would leave the new finance position open. Bryan Kidney would look at the department to determine how it should be organized. The position was posted and two applications were received, but neither applicant was qualified. She said that Bryan was familiar with the City's financial management software InCode.

Bryan Kidney spoke about his background and experience, noting that he worked the City under Springsted as the financial advisor.

Phillip Wassmer joined the meeting at 4:16 p.m.

Barton said that the cost for the first couple of months would be higher because of the initial work needed. She estimated he would work with the City for four to six months and help through the 2023 budget cycle.

Wylie moved 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. Bennett seconded; motion passed 5-0.

C. **Approve Change Order No. 1 with Asphaltic Surfaces for the 2022 Mill & Overlay Program**

Public Works Director Alysen Abel said that an agreement for the 2022 Mill and Overlay Program was approved in May and the contractor was doing work in the designated areas. The proposed change order included a full depth repair of Claret and Twilight, additional asphalt on Route 9 near Main Street and additional asphalt on Bluff View. Abel added that with the additional work, the program was still under budget. She said the City could use the extra funds to hire a company to help with the City's street ratings to help with future programs.

Wylie moved to 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. Bennett seconded; motion assed 5-0.

4. Non-Action Items

5. Unfinished Business (postponed from prior meetings)

6. Other Business

7. Adjourn

Chair Plumb adjourned the meeting at 5:03 p.m.

Submitted by:

____________________ ____________________

Melissa McChesney Approval Date
City Clerk

CITY OF PARKVILLE
Policy Report

Date: August 16, 2022

Prepared By:
Matthew Chapman, Finance/HR Director

Reviewed By:
Alexa Barton, City Administrator

ISSUE:
Approve the semi-annual financial report for the first half of 2022 and direct City Administration to publish (Administration)

BACKGROUND:
Both state statute and City ordinance require the City Treasurer to produce a semi-annual financial report that summarizes revenues and expenses for a six-month period. The last report was produced in March for the second half of 2021. The semi-annual report for the first half of 2022 is ready for review and publication in a local newspaper as required by law. The report includes all revenues and expenditures that are expected to be credited and charged to the first half of 2022. To reduce publication costs, an abbreviated version of the report will be published in the newspaper, but it will direct readers to the City's website for additional information. The City Treasurer has prepared an expanded version of the report for the website that includes additional information.

BUDGET IMPACT:
There is no budget impact associated with this action other than the cost of publication, which will be funded from the Administration Division (501) of the General Fund (10).

ALTERNATIVES:

1. Approve the semi-annual financial report for the first half of 2022 and direct City Administration to publish.
2. Do not approve the report and provide further direction to staff.
3. Postpone the item.

STAFF RECOMMENDATION:
Staff recommends approval of the semi-annual financial report for the first half of 2022 and direct City Administration to publish.

POLICY:
Section 130.090 of the Parkville Municipal Code requires the City Treasurer to furnish to the Board of Aldermen a semi-annual report in January and July each year of the amount of money received on account of the City during the half year, from what sources received, and the amount of money disbursed, and on what account, and the balance in his hands to the credit of the City. Section 105.130 of the Parkville Municipal Code requires the Board of Aldermen to publish the semi-annual report in some newspaper in the City. The sections of Code that require the production and

publication of a six-month report are based on corresponding sections of Missouri statutes (RSMo 79.160 and 79.165).

SUGGESTED MOTION:
I move to recommend that the Board of Aldermen approve the semi-annual financial report for the first half of 2022 and direct City Administration to publish.

ATTACHMENTS:
1. Semi-Annual Report (Detailed Version)
2. Semi-Annual Report (Publication Version)

City of Parkville, Missouri

Semi-Annual Report

January 1 through June 30, 2022

General Fund	
Beginning Balance, January 1, 2022	-
Revenue	
Taxes	1,465,945
Licenses	48,247
Permits	291,636
Franchise Fees	337,499
Sales Taxes	640,796
Other Revenue	23,612
Court Revenue	21,572
Interest Income	7,337
Grants and Miscellaneous Revenue	75,201
Transfers In	287,500
Total Revenue	3,199,345
Expenditures	
Administration	798,804
Police Department	801,081
Municipal Court	66,758
Public Works	147,088
Community Development	181,809
Street Department	270,879
Parks Department	193,980
Nature Sanctuary	33,295
Channel 2/Website	10,591
Transfers Out	292,863
Information Technology	38,886
Capital Outlay	26,121
Total Expenditures	2,862,155
Net Revenues in Excess of Expenditures	337,190
Funds Carried Forward for current year	1,194,820
Revenue & Carryover, net of Expenditures	1,532,010
Enterprise Fund - Sewer Utility	
Revenue	782,569
Expenditures	768,998
Funds Carried Forward for current year	-
Revenue & Carryover, net of Expenditures	13,571
Debt Service Funds	
Revenue	1,349,597
Expenditures	1,354,378
Revenue, net of Expenditures	(4,781)
Reserved and Restricted Funds	
Revenue	3,376,014
Expenditures	2,281,222
Revenue, net of Expenditures	1,094,792
Debt of the City of Parkville, June 30, 2022	
Certificates of Participation	3,861,609
Sewer Utility	370,000
Neighborhood Improvement Districts (NIDs) [1]	6,245,000
Total Debt	10,476,609

[1] NID debt payments are a valid and legally binding indebtedness of the City payable from special assessments on properties benefitted by the improvements.

Submitted by Michelle Hefley, Treasurer

City of Parkville, Missouri

Semi-Annual Report

January 1 through June 30, 2022

General Fund	
Revenue	3,199,345
Expenditures	2,862,155
Revenue, net of Expenditures	337,190
Enterprise Fund-Sewer Utility	
Revenue	782,569
Expenditures	768,998
Revenue, net of Expenditures	13,571
Debt Service Funds	
Revenue	1,349,597
Expenditures	1,354,378
Revenue, net of Expenditures	(4,781)
Special Revenue Funds	
Revenue	3,376,014
Expenditures	2,281,222
Revenue, net of Expenditures	1,094,792
Debt of City of Parkville, June 30, 2022	
Certificates of Participation	3,861,609
Sewer Utility	370,000
Neighborhood Improvement Districts (NID's)	6,245,000
Total Debt	10,476,609

For additional information, visit www.parkvillemo.gov

CITY OF PARKVILLE
Policy Report

Date: August 16, 2022

Prepared By:
Michelle Hefley City Treasurer

Reviewed By:
Matthew Chapman, Finance/HR Director

ISSUE:
Approve the 2022 property tax levy for fiscal year 2023 (Administration)

BACKGROUND:
Every year the City receives pro forma calculations for the General Tax Levy and the General-Temp Levy for the next tax year from the State Auditor. The temporary levy was authorized by the voters in 2004 for 21 years (until 2025). The pro forma calculations give the maximum levy that can be set based on the City's voter-approved levies under Missouri law. Following requirements of the Hancock Amendment, the State Auditor has adjusted the maximum allowed amounts for both the General Tax levy and the General-Temp levy for the coming year to a combined total of $0.6097 per $100 of assessed valuation. In previous years the Board has elected to maintain the General levy at the maximum allowed tax rate. Beginning with 2011, the Board has also elected to keep the General-Temp near the maximum to provide sufficient reserves and for the purpose of paying off a portion of the debt early once the corresponding bonds become callable. In any year the Board may reduce, but not increase, the proposed levy, while in even-numbered years the Board has the option of increasing the tax levy upward, if the levy is below its allowed maximum. Such an adjustment would become effective for the following odd-numbered fiscal year.

The table below summarizes the cost of the proposed levy for homeowners at various levels from the 2022 Tax Year.

Value of Home	$100,000	$200,000	$300,000	$400,000
Assessed Valuation (19% of actual)	19,000	38,000	57,000	76,000
General Tax Levy	0.4424	0.4424	0.4424	0.4424
General-Temp Levy	0.1673	0.1673	0.1673	0.1673
Total City of Parkville Tax	115.84	231.69	347.53	463.37

BUDGET IMPACT:

The General Fund tax levy provides about 25% of the General operating funds of the City. The General–Temp levy has historically been used to pay approximately one-half of the 2006 capital improvements certificates of participation issued by the City. The estimated increase in tax revenues in 2022 due to maintaining the tax levies at the adjusted current maximum level is $84,775 (General) and $32,059 (General-Temp) for a total of $116,834. Lowering either tax levy would require the City to either find other sources of revenue or to reduce expenditures for 2023.

ALTERNATIVES:

1. Approve maintaining the 2022 Tax Levy for Fiscal Year 2023 at the existing rate as adjusted by the State Auditor for the current tax year.
2. Reduce the 2022 Tax Levy for Fiscal Year 2023 as the Board of Aldermen deems appropriate.
3. Take no action.

STAFF RECOMMENDATION:
Approve maintaining the 2022 Tax Levy at the existing rate for the current tax year.

POLICY:
The Board of Aldermen may establish the property tax levy to support municipal services within the limitations imposed by state law. The property tax levy will determine a substantial portion of the revenue which will be available for fiscal year 2022. The amount of the revenue expected to be generated will be used during the budget process to determine available funds for fiscal year 2023. A public hearing is required per RSMo 67.110. Notice of the public hearing must be posted seven days prior to the hearing.

SUGGESTED MOTION:
I move to recommend that the Board of Aldermen adopt an ordinance to set the 2022 General Tax Levy at $.4424 per $100.00 of assessed valuation and the General-Temp Levy at $.1673 per $100.00 of assessed valuation.

ATTACHMENTS:
1. Draft Ordinance
2. Notice of Public Hearing

BILL NO. ____ ORDINANCE NO. ____

AN ORDINANCE LEVYING A TAX OF $0.6097 ON ALL TAXABLE PROPERTY IN THE CITY OF PARKVILLE FOR THE YEAR 2022

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

The levy on all real and personal taxable property in the City of Parkville for the year 2021 shall be $0.6097 per one hundred dollars of assessed valuation, divided as follows:

> $0.4424 per one hundred dollars of assessed valuation for the general operating budget.
>
> $0.1673 per one hundred dollars of assessed valuation for the general operating budget (temporary).

PASSED and APPROVED this 30th day of August

____
Mayor Dean Katerndahl

ATTESTED:

____
City Clerk Melissa McChesney

DRAFT

Notice of Public Hearing on 2022 Tax Levy Adjusted to Comply with Missouri State Statutes Chapter 137.073 City of Parkville, Missouri

A public hearing will be held before the Board of Aldermen for the City of Parkville, Missouri, on August 30, 2022, at 7:00 p.m. in the board room at Parkville City Hall, 8880 Clark Avenue, Parkville, Missouri, 64152. At that time citizens may provide public comments on the following revised property tax rate proposed to be set by the City of Parkville for the 2022 tax year. The following information is provided pursuant to RSMo §67.110:

ASSESSED VALUATION

Category	**Prior Tax Year**	**Current Tax**
Real Estate	$247,920,007	$258,981,739
Personal Property	$41,225,204	$46,853,333
Railroad & Utility Local Assessed	$149,826	$966,818
Railroad & Utility State Assessed	$8,226,197	$8,560,384
Total Current Valuation	$297,521,234	$315,362,274
Amount of property tax revenues budgeted for 2019 (less Platte County collection fees)		$1,260,802

	General	**General Temp**
Current tax rate:	$0.4400 per $100	$0.1664
Proposed tax rate:	$0.4424 per $100	$0.1673

	General	**General Temp**
Increase in tax revenue due to increase in assessed value due to new construction and improvements, if proposed tax rate is adopted:	$84,775	$32,059
Increase in tax revenue as a result of reassessment, if proposed tax rate is adopted:	$0	$0
	0.0%	0.0%

DATE: August 22, 2022

Melissa McChesney, City Clerk

CITY OF PARKVILLE
Policy Report

Date: August 16, 2022

Prepared By:
Alysen Abel, Public Works Director

Reviewed By:
Alexa Barton, City Administrator

ISSUE:
Approve purchase of a pump for McAfee Pump Station from FTC Equipment (Public Works)

BACKGROUND:
The City owns six pump stations to support the wastewater needs of the community. The McAfee Pump Station is located in the Parks Headquarters building in English Landing Park and is the site of the original wastewater treatment facility. The pump station operates with two submersible pumps. Starting in 2015, the City purchased spare pumps for each of the pump stations in order to provide continued operation of the pump stations.

The 2022 Sewer Capital Improvement Program includes the replacement of the oldest pump at the McAfee Pump Station. The pump was installed in 2004 and needs to be replaced. Although the City has access to a spare pump, there is a chance that both pumps could fail at the same time. The best practice is to have a spare available and rotate the pump periodically.

The existing pumps are Sulzer ABS pump. The regional supplier of this pump is provided through a sole source contract through FTC Equipment. FTC Equipment provided a quote for the new ABS pump in the amount of $20,852.70. The quote does not include freight. It is estimated that the total cost of the pump, including freight, will be $21,500.

BUDGET IMPACT:
The 2022 Sewer Fund includes $30,000 for the purchase and installation of the new pump at the McAfee Pump Station. This purchase order is within budget at $21,500.

ALTERNATIVES:
1. Approve a purchase order with FTC Equipment for the pump for McAfee Pump Station.
2. Provide direction to staff related to the McAfee Pump Station.
3. Postpone this item.

STAFF RECOMMENDATION:
Staff recommends the replacement of the pump at the McAfee Pump Station due to the age of the pump and limited availability of replacement parts.

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 FTC Equipment for the replacement pump at McAfee Pump Station in the estimated amount of $21,500.

ATTACHMENTS:
1. Draft Purchase Order
2. Quote

PURCHASE ORDER
(non-construction)

CITY OF PARKVILLE (PURCHASER)
8880 Clark Avenue
(816) 741-7676

Date: August 30, 2022

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

VENDOR **FTC Equipment, LLC**

5238 Winner Road

KCMO 64127

Phone: 816-833-7200 Fax: 816-833-1074

SHIP TO: McAfee Lift Station, 8701 McAfee St, Parkville, MO 64152

INVOICE TO: Alysen Abel, Public Works Director, 8880 Clark Ave., Parkville, MO 64152

ALL MATERIAL SHALL BE DELIVERED TO PURCHASER FREIGHT PREPAID, UNLESS OTHERWISE SPECIFIED BELOW.

Vendor agrees to furnish following goods in accordance with the terms and provisions of this Purchase Order Agreement consisting of 6 pages including attachments. Purchaser agrees to pay the total sum of **TWENTY THOUSAND EIGHT HUNDRED FIFTY-TWO DOLLARS AND 70/00 ($20,852.70)** for such materials, subject to any additions or deductions agreed upon in writing**. Freight charges are not included in purchase price and sales taxes will not be charged to the Purchaser as a tax exempt entity. Purchaser will provide Vendor with a Tax Exemption Certificate upon request**. Payment is to be made within thirty days after delivery of goods and receipt of invoice. This purchase order is only valid through December 31, 2022.

ITEMS:	SCHEDULE OF DELIVERY:
Spare Pump – McAfee Pump Station XFP105J-CB2-PE430/4 57.6HP, 3PH, 460V, 68.7Amps, 1782RPM 1 EA 20,852.70 20,852.70 Lead Time: None in inventory (8-10 weeks) Note: Pricing does not include Freight Charges. Freight will be billed on the invoice. $20,852.70 See Attachment “A” – Terms and Conditions See Attachment "B" – Insurance Requirements See Attachment “C” - Quote	F.O.B. 12303 NW FF Hwy, Parkville, MO 64152 Jason Brown 816-215-5690

NOTE: **All Terms and Conditions for Purchase Order attached hereto are incorporated herein by reference and made a part of this Purchase Order**. Vendor's signature and return of this document as presented, or its delivery of any of the items covered by this Purchase Order, shall constitute acceptance of all of its terms and conditions. If this Purchase Order is not signed and returned to Purchaser within ten (10) days of the date stated on page 1 above, however, it may be deemed voidable at the option of Purchaser. Payment shall not be due until Vendor has furnished Purchaser, with the required Certificates of Insurance and any other documents required by Purchaser.

All terms in any offer, bid, order acknowledgement or other document that are inconsistent with the terms stated herein are explicitly rejected and not a part of this Purchase Order.

CITY OF PARKVILLE, MISSOURI. (“Purchaser”)	FTC EQUIPMENT, LLC (“Vendor”)
By:____________________	**By:**____________________
Title: **Dean Katerndahl**	**Title:** ____________________
Date:____________________	**Date:**____________________

Attachment "A"

TERMS AND CONDITIONS FOR CITY OF PARKVILLE PURCHASE ORDER

1. **Packing and Shipping.** Purchaser reserves the right to inspect the goods at any time prior to shipment as well as upon delivery, but neither delivery nor inspection of goods shall constitute acceptance of them

2. **Work, Liens and Waivers**: Vendor agrees both to deliver the material to Purchaser and to perform the work free and clear of all claims, encumbrances or liens. Further if at any time there is evidence of any lien associated with the items delivered, Purchaser shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify against such invoice, bill, lien or claim.

3. **Insurance.** Vendor shall maintain liability and other insurance as set forth on Attachment “B” in amounts, with coverage and in companies satisfactory to Purchaser.

4. **Warranties**. (a) Vendor warrants that all work and material will be free from defects, of good quality and workmanship, suitable for their intended purposes and in strict accordance with all requirements of Purchaser, and will meet all capacities, functional tests and criteria required in them. (b) All manufacturers’ warranties shall be assignable to Purchaser. (c) Vendor shall furnish to Purchaser all material safety data sheets (MSDS) relevant to items furnished hereunder.

5. **Time is of the Essence**. Vendor agrees to perform the work and furnish the goods called for as stated above by Purchaser.

6. **Indemnification**: Vendor agrees to indemnify, defend and hold harmless Purchaser from and against all claims, damages, losses, causes of action and expenses (i) arising out of injury to (including death of) any persons or damage to property alleged to have been caused in whole or in part by any act or omission of Vendor, its agents, employees, sub-subcontractors, Vendors or invitees, and (ii) arising out of (a) any alleged defects or failures in Vendor’s products; (b) all tax liabilities of Vendor; (c) any infringement of patent, trademark or trade secrets; and (d) any mechanic’s liens or payment bond claims by those claiming payments owed by Vendor. Vendor shall defend all suits brought against Purchaser on account of any such claims of liability, shall pay any settlements made or judgments rendered with respect thereto, and shall reimburse and indemnify Purchaser for all expenses, including court costs and reasonable attorneys’ fees, incurred by Purchaser. The obligations set forth in this paragraph are continuing and shall survive occupancy, completion of the construction project, termination of the Purchase Order, acceptance of work, or final payment to Vendor.

7. **Changes**: Purchaser reserves the right to order changes in writing in the goods required hereunder and this Purchase Order shall be modified accordingly. No change shall be made in this Purchase Order without such written order and no claim of payment by Vendor for extras will be allowed unless such payment and such extra goods are agreed to in writing by Purchaser.

8. **Remedies:** If Vendor shall fail to perform in a timely manner, Purchaser may (in addition to all other rights) demand immediate cure of Vendor’s default, correct Vendor’s default, or obtain conforming goods elsewhere at Vendor’s expense. In any case, Purchaser shall be entitled to recoup from Vendor all its loss, cost and expense incurred as a result of Vendor’s default, including replacement of such defective work and damage to other work, and shall perform Vendor’s warranty with respect thereof.

9. **Disputes**: Vendor agrees that all disputes under this Purchase Order shall be resolved in the Circuit Court of Platte County, Missouri or the U.S. District Court for the Western District of Missouri. This Purchase Order shall be construed under the laws of the State of Missouri.

10. **Pricing**: If price is omitted on this Purchase Order and not otherwise agreed to in writing, then the price to apply hereto will be the prevailing market price at (a) time of order or (b) time of delivery, whichever is less.

11. **Termination**: Purchaser by written notice to Vendor may at any time terminate and cancel this P.O. with respect to materials which remain undelivered on the date of such notice. In the event of such cancellation, Vendor shall promptly stop all work called for by this Purchase Order, and Purchaser’s responsibility to Vendor is limited to paying Vendor for all goods delivered as of the date of termination. Other than as specifically provided for herein, Vendor shall not be entitled to claim or recover damages, restocking fees, or loss of profits from Purchaser on account of any such cancellation, delays suffered by Vendor, irrespective of cause, or the rejection by Purchaser of any goods shipped under this Purchase Order.

12. **Assignment**: Vendor may not assign or transfer this Purchase Order or any part hereof without the prior written consent of Purchaser.

13. **This Purchase Order is the final and integrated agreement of the parties, superseding all negotiations and prior agreements of the parties.**

ATTACHMENT "B"

INSURANCE REQUIREMENTS

1. Vendor agrees to procure and carry, at its sole cost, until completion of this Purchase Order and all applicable warranty periods, all insurance, with identical limits of liability and scope of coverages, as set forth below; provided, however:

1.1 All insurance is to be issued by companies and with liability limits acceptable to Purchaser.

1.2 Purchaser reserves the right to review certified copies of any and all insurance policies to which this Purchase Order is applicable.

1.3 Insurance certificates, written on a standard ACORD form, **and a copy of the additional insured endorsement,** must be received by Purchaser prior to any payment by Purchaser or delivery of goods.

2. Such insurance shall include the following terms and conditions:

2.1 All coverages obtained by Vendor, except professional liability if applicable, shall be on an occurrence policy form and not on a claims made policy form.

2.2 The cost of defense of claims shall not erode the limits of coverage furnished.

2.3 Advance notice of cancellation. All insurance certificates will state that all coverages are in effect and will not be canceled without thirty (30) days' prior written notice to Purchaser and other required additional insureds (except for non-payment of premium, for which at least ten (10) days advance notice shall be given to Purchaser) of such insurance and shall contain an endorsement stating the insurers agreement to provide such notice, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms, such as ACORD forms. **A copy of the Notice of Cancelation Endorsement must be furnished to Purchaser prior to delivery of goods**.

2.4 Severability of Interest. All insurance carried shall be endorsed to provide that, inasmuch as this policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.

2.5 Commercial General Liability Insurance. Vendor shall obtain and maintain Commercial General Liability Insurance, on an occurrence form for the hazards of contractual liability insuring the indemnities set forth in the Purchase Order, including personal injury, death and property damage.

2.6 Excess Liability. Vendor shall maintain Excess Liability coverage on an umbrella form with minimum limits of $1,000,000.00 per occurrence and $1,000,000.00 aggregate.

2.8 Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers thereunder against Purchaser and all its assigns, subsidiaries, affiliates, employees, insurers and underwriters. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged.

2.9 Additional Insureds. Purchaser shall be included as additional insureds under Vendor's furnished insurance, for ongoing and completed operations, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/12), under the commercial general liability policy. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING.

2.10 Insurance Primary. All policies of insurance provided pursuant to this article shall be written as primary policies, and not in excess of the coverage of the indemnitee's insurance.

3. No Limitation of Liability. The required coverages referred to and set forth herein shall in no way affect, nor are they intended as a limitation on, Vendor's liability with respect to its performance of this Purchase Order.

4. Patent Liability. Vendor shall protect, defend and save Purchaser harmless from any liability, including costs and expenses, for, or on account of, any patented or unpatented invention, article or appliance manufactured or used in the performance of this Purchase Order, including their use by Owner and further agrees to pay all loss and expense incurred by Purchaser by reason of any such claims or suits, including attorneys' fees.

5. Professional Liability. If any design or other professional services are included in the Purchase Order, Vendor shall purchase, and maintain for a period of three years after the date of Final Completion, insurance covering claims arising out of the performance or furnishing of Design or Professional Services and for claims arising out of allegations of errors, omissions or negligent acts in connection with the Purchase Order. The policy shall be at least as broad as the coverage provided in Design Liability Policy, Member Companies of CNA Insurance, Form G-115692-A (Ed 02/96), with a minimum limit of $1,000,000 per occurrence and $2,000,000 aggregate.

5.1. Vendor shall require each designer providing design services engaged by Vendor to provide identical coverage.

FTC Equipment, LLC

Quote

5238 Winner Road
Kansas City, MO 64127

Phone: 816-833-7200
Fax: 816-833-1074

Date	Estimate #
8/4/2022	13202

Name/Address	Ship To
City of Parkville Attn: Accounts Payable 8880 Clark Avenue Parkville, MO 64152	City of Parkville WWTP 12303 NW FF Highway Parkville, MO 64152

Terms	Rep	FOB	W/O Number
Net 30	RJQ	Factory	

Qty	U/M	Item	Description	Rate	TOTAL
			Facility: McAfee		
			Location:		
			Scope of Work: Quote Spare Pump		
1	EA	AXF1AT3131H1117	XFP105J-CB2-PE430/4 57.6HP, 3PH, 460V, 68.7Amps, 1782RPM	20,852.70	20,852.70
			Lead Time: None in inventory (8-10 weeks)		
			Note: Pricing does not included Freight Charges. Freight will be billed on the invoice.		

We appreciate the opportunity to be of service to you!

TERMS AND CONDITIONS: Terms are net 30 days. Accounts not paid within terms are subject to a 1.5% service charge per month. Prices quoted are valid for 30 days from the date of this quote. Prices do not include any applicable taxes or freight charges. Freight is FOB factory. A convenience fee of 4% will be added to all credit card transactions.

Subtotal	$20,852.70
Sales Tax (8.85%)	$0.00
TOTAL	$20,852.70

CITY OF PARKVILLE
Policy Report

Date: August 16, 2022

Prepared By:
Alysen Abel, Public Works Director

Reviewed By:
Alexa Barton, City Administrator

ISSUE:
Approve Work Authorization No. 150 with North Hills Engineering for the Riss Lake Sewer Evaluation project (Public Works)

BACKGROUND:
Due to the topography, the Riss Lake subdivision is served by a forcemain sanitary sewer system. Each home has a grinder pump to assist with pumping the wastewater from the home into the forcemain system in lieu of the traditional gravity sewer line.

Over the past three years, there have been several issues related to sewer failures. To be proactive, and in an effort to stay ahead of the emergency repairs, the City will inspect the low pressure sewer system in Riss Lake. North Hills Engineering, the City's on-call engineering services contract (approved May 3, 2022), will perform the work.

This work authorization for the Riss Lake low pressure sewer system evaluation includes the scope and fee associated with the inspection, evaluation and cataloging the repairs needed to the manholes in the system.

BUDGET IMPACT:
The 2022 Sewer Fund includes $17,000 for the engineering evaluation of the Riss Lake low pressure sewer system. This work authorization is slightly over budget at $17,920. There is capacity in the Sewer Fund to cover the additional $920 with project savings in other capital expenditure line items, such as CCTV.

ALTERNATIVES:

1. Approve Work Authorization No. 150 with North Hills Engineering for the Riss Lake low pressure sewer evaluation.
2. Provide direction to staff related to the Riss Lake sewer evaluation.
3. Do not approve the item.
4. Postpone this item.

STAFF RECOMMENDATION:
Staff recommends approval of the Riss Lake low pressure manhole evaluation by North Hills Engineering to review the manholes along the forcemain in the Riss Lake subdivision. The evaluation will be summarized in a report which will catalog any defects in the system that will need

to be addressed in future capital programs.

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 Work Authorization No. 150 with North Hills Engineering for the Riss Lake low pressure sewer evaluation in the amount of $17,920.

ATTACHMENTS:

1. Work Authorization No. 150

CITY OF PARKVILLE
DEPARTMENT OF PUBLIC WORKS

Preparation Date: 8/8/2022

WORK PLANNING / AUTHORIZATION FORM

Number: WA-150

Project / Work Description:
Riss Lake LPS Manhole Evaluations 2022

Purpose: To inpect, evaluate, and catalog repairs needed to the manholes in the Riss Lake Low Pressure Sewer System.
The Dept of Public Works has not inspected these manholes and valve vaults since the system was built.
Periodic inspection is needed to indentify defects and repairs needed.
Some areas of the City sewer system are exposed to corrosive gases that cause concrete to decay.
Many of the valves are old and will need to be replaced.
This project will inspect all LPS valve manholes in the Riss Lake system.
There are approximately 250 manholes in the City gravity sewer system. The Work includes:
GIS Data: Place, adjust, or correct the location on the GIS model. Create names and labels for each asset.
Inspection: Inspect inspect each manhole, photograph, and record properties and defects.
Catalog and store photos by manhole name, for future reference.
Note and record types and sizes of valves, for future replacement.
Defects: Catalog defects by type and severity. Assemble lists and statistics to summarize the defects found.
Analysis: Summarize the findings in a report. Develop cost estimates for addressing the most urgent defects. Suggest work packages or methods to address the urgent defects.
Review: Review the findings with AWR and PW Director, discuss plans to address repairs in future CIP plan years.

Budget: $17,000 Total Project, will be funded out of Public Works Engineering line item, and the CIP Program.

Service Provider: North Hills Engineering, Inc.

Terms: Subject to the provisions of the current Engineering Services Agreement between the City and North Hills Engineering Incorporated

Primary Tasks:

Mapping, Updating GIS Model:		
	Describe the scope and known inventory of the Riss LPS system, in the study area.	2
	Review as-built plans and records, assign points and names to each structure.	18
	Revise properties and fields to describe existing assets, reflecting repair needs.	2
	Update base mapping, using aerial photos, parcel lines, other relevant features.	2
Set up inspection protocols and data structures:		
	Set up plan for managing data and photos.	2
	Develop work plan for phasing field inspections, gathering data, storing findings.	4
Field Inspections.		
	Use old plans on record to identify features from various plats, plans, as-builts.	8
	Perform field Inspections of structures, with measurements, conditions, etc.	72
	Attempt to locate and dig up buried & stuck manholes. Enlist City personnel to assist.	12
	Enter field data and findings:	32
	Create features in GIS model, record actual locations:	12
	Identify urgent items for repairs, recommend actions and costs.	6
	Summarize general findings by area:	6
Analysis:		
	Catalog and summarize findings in database.	8
	Analyze statistics and identify trends, summarize.	6
	Prepare cost estimates to address urgent defects.	10
	Summarize findings in a brief written report.	22
TOTAL PROJECTED HOURS:		224

Estimated Consultant Fee:
224 Hours x $ 80.00 / hour = $ 17,920.00

Budget: Sewer Budget / CIP

Schedule:

Estimated Completion Date: 12/31/2022

Project Deadlines: n/a

Submitted By: 8/8/2022

Jay Norco, P.E. - President. Date

Authorization:

Mayor Date

ITEM 3.F.
For 8/22/2022
Board of Aldermen - Finance Committee Meeting

CITY OF PARKVILLE
Policy Report

Date: August 16, 2022

Prepared By:
Alysen Abel, Public Works Director

Reviewed By:
Alexa Barton, City Administrator

ISSUE:
Approve a construction agreement with Four Star Electric for trail lighting improvements in English Landing Park (Public Works)

BACKGROUND:
The 2022 Parks Capital Improvements Program includes funding for the lighting improvements in English Landing Park. On January 18, 2022, the Board of Aldermen approved a resolution of support endorsing an application to Platte County for their Parks Outreach Grant Program. Since that time, the City has received a notice of award for the grant.

The project includes the installation of 14 light poles along the trail between the Main Street Bridge at Rush Creek, along the west and south sides of Grigsby Field, to the Waddell A-Truss bridge. The City's contribution to the grant includes labor to install the lighting conduit and the cost of the light poles, which were in storage following a streetlight upgrade. The bulk of the cost associated with this project includes the installation of the streetlight poles and electrical wiring.

The City solicited quotes from three contractors for the electrical work associated with the lighting improvements.

Four Star Electric	$17,800
Clayco Electric	$18,000
Reinhold Electric	$31,000

Four Star Electric provided the low bid at $17,800.

BUDGET IMPACT:
The 2022 Parks Sales Tax Fund includes $20,000 for the ELP lighting improvements in English Landing Park. Once the project is complete, the City will be reimbursed for a portion of these expenses up to $17,350.

ALTERNATIVES:

1. Approve a construction agreement with Four Star Electric for the lighting improvements in English Landing Park.
2. Provide direction to staff related to the lighting improvements.
3. Do not approve the item.
4. Postpone this item.

STAFF RECOMMENDATION:
Staff recommends the approval of a construction agreement with Four Star Electric for the lighting improvements in English Landing Park.

POLICY:

The Purchasing Policy, Resolution No. 17-016, requires Board of Aldermen approval for all purchases above $10,000 upon recommendation of the Finance Committee.

SUGGESTED MOTION:
I move to recommend that the Board of Aldermen approve a construction agreement with Four Star Electric for trail lighting improvements in English Landing Park in the amount of $17,800.

ATTACHMENTS:
1. Draft Agreement

SMALL CONSTRUCTION SERVICES AGREEMENT

LIGHTING IMPROVEMENTS IN ENGLISH LANDING PARK

THIS SERVICE AGREEMENT, entered into on this **30th day of August, 2022** by and between the **CITY OF PARKVILLE, MISSOURI** ("City") and **FOUR STAR ELECTRIC, INC.**, ("Contractor").

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

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

WHEREAS, Contractor has the necessary staff and qualifications to provide the Construction Services to the City.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and agreements set forth herein, the parties mutually agree as follows:

I. SCOPE OF SERVICES

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

II. COMPENSATION

A. As consideration for providing the Construction Services, the City shall pay Contractor as set forth in **Exhibit "A".**
B. Contractor shall submit its invoices to the City either at completion of the Project, or on such milestone or other interim terms as set forth on **Exhibit "A"**. Contractor's final invoice shall be accompanied by Waivers and Releases of Claim on the forms attached as **Exhibit "B-2"** to this Agreement, executed by Contractor any all subcontractors with contract values of $5,000 or more, and notarized. If partial payments are authorized on **Exhibit "A",** then Contractor shall submit partial waivers on the form attached as **Exhibit "B-1."** The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Contractor of the nature of the dispute regarding the balance.
C. Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized

representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

III. SCHEDULE

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

IV. CHANGES

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

V. INDEMNIFICATION

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

VI. INSURANCE

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

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

A. Contractor's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any and all employees of the Contractor.

B. Unless otherwise stated in **Exhibit "A"**, Contractor shall be represented by a Superintendent or Foreman authorized to give and receive all instruction and notices from and to the City at all times while performing Construction Services, and shall have on site a person who is fluent in all languages necessary to communicate instructions regarding the work and information regarding medical emergencies with Contractor's employees and subcontractors.

C. All of the Construction Services required hereunder will be performed by the Contractor or under Contractor's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

D. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement including, but not limited to, indemnification, insurance and warranties.

E. Contractor and all subcontractors with a contract value of $5,000 or more shall execute affidavits on the form attached as **Exhibit "D"**, attesting to their compliance with RSMo. § 285.530.5 concerning compliance with Missouri's Worker Eligibility requirements.

F. Contractor and all subcontractors must require all on-site employees to complete the ten-hour construction training program required under Section 292.675 RSMo. unless they have previously completed the program and have documentation of having done so. Contractor shall execute the affidavit attached as **Exhibit "E"**, attesting that it has provided OSHA safety training for its on-site employees. Contractor will forfeit a penalty to the City of $2,500 plus an additional $100 for each employee employed by Contractor or any subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. See Section 292.675 RSMo.

G. No illegal drug or alcohol usage will be tolerated at the Site. All persons admitted to work on the Site will dress appropriately and avoid foul language. Music shall not be played at volume levels that would be objectionable to third-parties. Any worker found by the City to be violating these conduct requirements will be removed immediately.

VIII. WARRANTY

A. The Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new unless the Scope of Work documents require or permit otherwise. The Contractor further warrants that the work will conform to the requirements of the Scope of Work documents and will be free from defects, except for those inherent in the quality of the Work the Scope of Work documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor or its subcontractors or suppliers, improper or insufficient maintenance or improper operation. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor's warranties required by the Agreement (express and implied) shall remain in full force and effect even if a material or equipment item is required by the Owner to be manufactured by a specific entity, and no other equivalent product manufactured by any other entity is acceptable.

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

IX. OWNERSHIP OF WORK PRODUCT

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

X. RELATIONSHIP OF THE PARTIES

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

XI. NOTICES

A. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section:

B. Notices sent by Contractor shall be sent to:

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

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

Four Star Electric, Inc.
6220 NW Kelly Drive
Parkville, MO 64152
816-587-8157

XII. CORRECTION OF WORK

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

XIII. TERM AND TERMINATION

A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.

B. Notwithstanding anything to the contrary in this Agreement or exhibit, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days' written notice to the Contractor. The City shall compensate Contractor for the Construction Services that have been completed to the City's satisfaction as of the date of termination. Contractor shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

C. The City may terminate the Agreement for cause if the Contractor
   1. refuses or fails to supply enough properly skilled workers or proper materials;
   2. fails to make payment to Subcontractors for materials, equipment, services or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
   3. disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
   4. or its Subcontractors or Sub-subcontractors causes a work stoppage due to any strike, picket, boycott or participates in any voluntary or involuntary cessation of Work; or
   5. otherwise is guilty of substantial breach of a provision of the Agreement.

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

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

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

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

XIV. RESOLUTION OF DISPUTES

A. Should the Contractor believe that it is entitled to any relief due to errors, omissions or defects in the Plans or Specifications, or as a result of any act or omission of an independent contractor designer in connection with the Project, the City shall cooperate with the Contractor by permitting the Contractor to pursue legal action against the designer in the name of the City at Contractor's sole risk and expense as the City would otherwise have against such designer. The City shall pay to Contractor such sums as may be recovered from the designer on behalf of Contractor. Other than this duty of cooperation and remittance, the City shall have no liability or obligation to Contractor for any act, error, omission, negligence or breach of duty by a designer.

B. City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed.

C. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the City Public Works Director as to such matter or other action on which the dispute is based. A decision of the City Public Works Director (where appropriate) under GC-7 above; notice of dispute, and direct negotiation, shall be conditions precedent to further action.

D. Arbitration of disputes.

   1. Claims, except those waived as provided for elsewhere in this Agreement, which have not been resolved by the procedures described above, shall be decided by arbitration which, unless the parties mutually agree otherwise, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association.
   2. A demand for arbitration may be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.
   3. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the City or Contractor and any person or entity with whom the City or Contractor has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Contract shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Contract or not a party to an agreement with the City Contractor, except by written consent containing a specific reference to the Agreement signed by the City and Contractor and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
   4. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
   5. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

XV. MISCELLANEOUS PROVISIONS

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

B. Assignability. Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

C. Media Announcements. Contractor shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City

D. Compliance with Local Laws. Contractor shall comply with all applicable laws, ordinances, and codes of the State of Missouri and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

E. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:

   i. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

   ii. Contractor will, in all solicitation or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.

   iii. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

G. Interest of Contractor and Employees. Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

H. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this

Agreement shall be in writing and shall be signed by the City and Contractor, and attached hereto.

I. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.

J. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.

K. Third Parties. The Services to be performed by the Contractor are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

CITY OF PARKVILLE, MISSOURI

By: ___________________________

Dean Katerndahl, Mayor

ATTEST:

____

Melissa McChesney, City Clerk

FOUR STAR ELECTRIC, INC.

By: ___________________________

Darren W. Mertz, Vice President

Exhibit A

Scope of Work and Pricing for the Lighting Improvements in ELP

Quote:

14	Convert existing fixture provided by City to use 35W LED COB type lamp. Install new #10 Cu conductors in pole.
14	Install provided spin-in base and light pole from City.
1400'	Install ¾" PVC conduit with three #8 Cu conductors. Trenching by City.
1	Install photocell control at Grigsby Field service panel.
14	Install fuse in pole.

TOTAL: $17,800.00

Exclude: Utility company charges. Bond. Permit. Rock excavation. Concrete. Concrete removal. Drawings. Fire alarm, security, audio, phone/data cabling and systems. Overtime/premium time. Private locates. Tax. Spin-in base, pole, fixtures.