



FINANCE COMMITTEE

Monday, September 12, 2022 4:30 PM

Administration Conference Room, City Hall

Members of the Finance Committee will meet via telephone or video conference. Members of the public interested in this meeting are encouraged to listen in on the meeting via the following – Telephone: (312) 626-6799; Meeting ID: 860 0979 9809; Password: 788006 – rather than appear at City Hall (note: occupancy will be limited).

1. Call to Order

2. Financial Updates

- A. 2nd Quarter Budget Variance Report

3. Action Items

- A. Approve the minutes for the August 22, 2022, regular meeting
- B. Declare items as surplus and authorize their disposal (Administration)
- C. Approve a resolution to destroy certain paper records past their required retention schedule.(Administration)
- D. Approve an agreement with Baker Tilly Municipal Advisors to provide municipal services (Administration)
- E. Approve a resolution to sponsor the National League of Cities 2022 City Summit (Administration)
- F. Approve a contract with the Platte County Economic Development Council for economic development services (Administration)
- G. Approve the purchase and installation of a new outdoor warning siren near the Creekside Development in western Parkville by Federal Signal Corporation (Police)
- H. Approve a preliminary engineering services agreement with Burlington Northern Santa Fe Railway Company for the Quiet Zone Project (Community Development)
- I. Approve a construction agreement with She Digs It for the Wastewater Treatment Plant Aeration Basin Diffuser and Stair Reconstruction project (Public Works)
- J. Approve a construction agreement with Heartland Traffic Services for the 2022 Pavement Marking Program (Public Works)
- K. Approve a work authorization with BBN Architects for the architectural services for the Farmers Market (Public Works)

4. Non-Action Items

- A. 2021 Financial Audit
- B. 2023 Budget Calendar

5. Unfinished Business (postponed from prior meetings)

Posted Date & Time: 9/9/2022; 2:20 p.m.

By: MM

6. Other Business

7. Adjourn

<i>Revenues</i>	Previous Year					Current Year				Current Year Projections		
	----- 2021 -----					----- 2022 -----				----- FY 2022 Projections -----		
	Budget	YTD as of 6/30/2021	% of Budget	2021 Total Expenditures	% of Budget	Budget	YTD as of 6/30/2022	% of Budget	Budget Remaining	Avg Monthly Revenue	Projected 2022 Revenue	Projected (Over)/Under
Administration												
Taxes	\$ 1,398,198	\$ 1,391,277	100%	\$ 1,402,592	100%	\$ 1,470,063	\$ 1,465,945	100%	\$ 4,118	\$ 244,324	\$ 1,470,063	\$ -
Licenses	\$ 62,700	\$ 56,819	91%	\$ 70,583	113%	\$ 71,594	\$ 48,247	67%	\$ 23,347	\$ 8,041	\$ 96,494	\$ (24,900)
Permits	\$ 389,100	\$ 243,451	63%	\$ 518,981	133%	\$ 496,139	\$ 291,636	59%	\$ 204,503	\$ 48,606	\$ 583,272	\$ (87,133)
Franchise Fees	\$ 859,000	\$ 174,260	20%	\$ 812,268	95%	\$ 858,000	\$ 337,499	39%	\$ 520,501	\$ 56,250	\$ 674,998	\$ 183,002
Sales Taxes	\$ 1,140,000	\$ 546,950	48%	\$ 1,259,956	111%	\$ 1,176,204	\$ 640,796	54%	\$ 535,408	\$ 106,799	\$ 1,281,592	\$ (105,388)
Other Revenue	\$ 34,194	\$ 17,055	50%	\$ 30,885	90%	\$ 30,905	\$ 23,612	76%	\$ 7,293	\$ 3,935	\$ 47,224	\$ (16,319)
Court Revenue - Fines	\$ 130,000	\$ 37,398	29%	\$ 66,310	51%	\$ 75,000	\$ 21,572	29%	\$ 53,428	\$ 3,595	\$ 43,144	\$ 31,856
Interest Income	\$ 7,500	\$ 3,546	47%	\$ 5,531	74%	\$ 6,763	\$ 7,337	108%	\$ (574)	\$ 1,223	\$ 14,674	\$ (7,911)
Misc. Revenue	\$ 513,820	\$ 174,678	34%	\$ 436,039	85%	\$ 549,907	\$ 75,201	14%	\$ 474,706	\$ 12,534	\$ 150,402	\$ 399,505
Transfers IN	\$ 1,016,200	\$ 237,500	23%	\$ 866,200	85%	\$ 1,077,936	\$ 287,500	27%	\$ 790,436	\$ 47,917	\$ 1,077,936	\$ -
Total Operating Revenue	\$5,550,712	\$2,882,934	52%	\$ 5,469,345	99%	\$ 5,812,511	\$ 3,199,345	55%	\$ 2,613,166	\$ 533,224	\$ 5,439,799	\$ 372,712

General Fund Expenditures

Expenditures	Previous Year				Current Year				Current Year Projections			
	----- 2021 -----				----- 2022 -----				----- FY 2022 Projections -----			
	Budget	YTD as of 6/30/2021	% of Budget	Unaudited Actual Expenditures	Budget	YTD as of 6/30/2022	% of Budget	Budget Remaining	Avg Monthly Expense	Projected 2022 Expenditures	% of Budget	Projected (Over)/Under
Administration												
Personnel (501.01)	\$ 626,831	\$ 271,111	43%	\$ 572,892	\$ 599,704	\$ 325,045	54%	\$ 274,659	\$ 54,174	\$ 650,090	108%	\$ (50,386)
Insurance (501.02)	\$ 217,195	\$ 177,901	82%	\$ 205,338	\$ 218,981	\$ 176,081	80%	\$ 42,900	\$ 29,347	\$ 352,162	161%	\$ (133,181)
Utilities (501.03)	\$ 89,976	\$ 32,393	36%	\$ 79,245	\$ 90,720	\$ 29,105	32%	\$ 61,615	\$ 4,851	\$ 58,210	64%	\$ 32,510
Capital Expenditures (501.04)	\$ 624	\$ 65	10%	\$ 395	\$ 700	\$ 330	47%	\$ 370	\$ 55	\$ 660	94%	\$ 40
Office Expenditures (501.05 Other?)	\$ 7,250	\$ 2,085	29%	\$ 6,769	\$ 5,650	\$ 2,705	48%	\$ 2,945	\$ 451	\$ 5,410	96%	\$ 240
Maintenance (501.06)	\$ 45,150	\$ 16,419	36%	\$ 41,494	\$ 47,500	\$ 19,831	42%	\$ 27,669	\$ 3,305	\$ 39,662	83%	\$ 7,838
City Services (501.07)	\$ 10,600	\$ 5,961	56%	\$ 18,796	\$ 12,500	\$ 10,992	88%	\$ 1,508	\$ 1,832	\$ 21,984	176%	\$ (9,484)
Professional Fees (501.08)	\$ 370,240	\$ 125,816	34%	\$ 515,064	\$ 285,000	\$ 123,250	43%	\$ 161,750	\$ 20,542	\$ 246,500	86%	\$ 38,500
Other Expenditures (501.09)	\$ 20,400	\$ 2,316	11%	\$ 19,174	\$ 30,905	\$ 111,716	361%	\$ (80,811)	\$ 18,619	\$ 223,432	723%	\$ (192,527)
Administration Expenditures	\$ 1,388,266	\$ 634,067	46%	\$ 1,459,167	\$ 1,291,660	\$ 799,055	62%	\$ 492,605	\$ 133,176	\$ 1,598,110	124%	\$ (306,450)
Police												
Personnel	\$ 1,284,101	\$ 558,248	43%	\$ 1,157,704	\$ 1,490,674	\$ 615,315	41%	\$ 875,359	\$ 102,553	\$ 1,230,630	83%	\$ 260,044
Insurance	\$ 262,312	\$ 152,072	58%	\$ 224,696	\$ 266,406	\$ 160,512	60%	\$ 105,894	\$ 26,752	\$ 321,024	121%	\$ (54,618)
Utilities	\$ 6,000	\$ 1,597	27%	\$ 4,070	\$ 6,000	\$ 1,181	20%	\$ 4,819	\$ 197	\$ 2,362	39%	\$ 3,638
Office Expenditures	\$ 28,150	\$ 5,380	19%	\$ 20,303	\$ 28,650	\$ 4,255	15%	\$ 24,395	\$ 709	\$ 8,510	30%	\$ 20,140
Maintenance	\$ 69,300	\$ 11,097	16%	\$ 43,252	\$ 70,650	\$ 18,895	66%	\$ 9,755	\$ 3,149	\$ 37,790	53%	\$ (9,140)
City Services	\$ 8,700	\$ 2,342	27%	\$ 2,858	\$ 8,700	\$ 923	1%	\$ 69,727	\$ 154	\$ 1,846	21%	\$ 68,804
Other Expenditures	\$ 1,850	\$ -	0%	\$ 162	\$ 1,850	\$ -	0%	\$ 8,700	\$ -	\$ -	0%	\$ 8,700
Operating Expenses	\$ 1,660,413	\$ 730,736	44%	\$ 1,453,045	\$ 1,872,930	\$ 801,081	43%	\$ 1,071,849	\$ 133,514	\$ 1,602,162	86%	\$ 297,568
Municipal Court												
Personnel	\$ 128,344	\$ 52,149	41%	\$ 103,627	\$ 104,460	\$ 55,166	53%	\$ 49,294	\$ 9,194	\$ 110,332	106%	\$ (5,872)
Insurance	\$ 18,835	\$ 6,612	35%	\$ 12,354	\$ 12,720	\$ 7,022	55%	\$ 5,698	\$ 1,170	\$ 14,044	110%	\$ (1,324)
Utilities	\$ 120	\$ -	0%	\$ 120	\$ 120	\$ 120	100%	\$ -	\$ 20	\$ 240	200%	\$ (120)
Office Expenditures	\$ 5,000	\$ 125	3%	\$ 2,080	\$ 5,000	\$ 430	9%	\$ 4,570	\$ 72	\$ 860	17%	\$ 2,259
Maintenance	\$ 4,750	\$ 152	3%	\$ 3,332	\$ 3,119	\$ 476	15%	\$ 2,643	\$ 79	\$ 952	31%	\$ 12,698
City Services	\$ 15,150	\$ 3,003	20%	\$ 6,039	\$ 13,650	\$ 3,450	25%	\$ 10,200	\$ 575	\$ 6,900	51%	\$ (6,400)
Other Expenditures	\$ 500	\$ -	0%	\$ 255	\$ 500	\$ 94	19%	\$ 406	\$ 16	\$ 188	38%	
Operating Expenses	\$ 172,699	\$ 62,041	36%	\$ 127,807	\$ 139,569	\$ 66,758	48%	\$ 72,811	\$ 11,126	\$ 133,516	96%	\$ 1,241

General Fund Expenditures

<i>Expenditures</i>	Previous Year				Current Year				Current Year Projections			
	----- 2021 -----				----- 2022 -----				----- FY 2022 Projections -----			
	Budget	YTD as of 6/30/2021	% of Budget	Unaudited Actual Expenditures	Budget	YTD as of 6/30/2022	% of Budget	Budget Remaining	Avg Monthly Expense	Projected 2022 Expenditures	% of Budget	Projected (Over)/Under
Public Works												
Personnel	\$ 234,954	\$ 110,878	47%	\$ 230,041	\$ 235,297	\$ 115,952	49%	\$ 119,345	\$ 19,325	\$ 231,904	99%	\$ 3,393
Insurance	\$ 32,145	\$ 17,704	55%	\$ 29,201	\$ 34,742	\$ 18,478	53%	\$ 16,264	\$ 3,080	\$ 36,956	106%	\$ (2,214)
Utilities	\$ 700	\$ 297	42%	\$ 712	\$ 700	\$ 286	41%	\$ 414	\$ 48	\$ 572	82%	\$ 128
Office Expenditures	\$ 1,400	\$ 20	1%	\$ 1,629	\$ 1,400	\$ 502	36%	\$ 898	\$ 84	\$ 1,004	72%	\$ 396
Maintenance	\$ 3,500	\$ 3,072	88%	\$ 5,945	\$ 3,500	\$ 2,036	58%	\$ 1,464	\$ 339	\$ 4,072	116%	\$ (572)
Professional Fees	\$ 40,000	\$ 3,734	9%	\$ 31,547	\$ 40,000	\$ 9,279	23%	\$ 30,721	\$ 1,547	\$ 18,558	46%	\$ 21,442
Other Expenditures	\$ 500	\$ 51	10%	\$ 312	\$ 500	\$ 555	111%	\$ (55)	\$ 93	\$ 1,110	222%	\$ (610)
Operating Expenses	\$ 313,199	\$ 135,756	43%	\$ 299,387	\$ 316,139	\$ 147,088	47%	\$ 169,051	\$ 24,515	\$ 294,176	93%	\$ 21,963
Community Development												
Personnel	\$ 318,287	\$ 150,631	47%	\$ 266,123	\$ 318,093	\$ 150,794	47%	\$ 167,299	\$ 25,132	\$ 301,588	95%	\$ 16,505
Insurance	\$ 22,275	\$ 17,529	79%	\$ 22,328	\$ 29,393	\$ 19,177	65%	\$ 10,216	\$ 3,196	\$ 38,354	130%	\$ (8,961)
Utilities	\$ 1,600	\$ 402	25%	\$ 1,488	\$ 1,500	\$ 45	3%	\$ 1,455	\$ 8	\$ 90	6%	\$ 1,410
Office Expenditures	\$ 3,650	\$ 473	13%	\$ 6,170	\$ 2,950	\$ 641	22%	\$ 2,309	\$ 107	\$ 1,282	43%	\$ 1,668
Maintenance	\$ 1,500	\$ 934	62%	\$ 1,505	\$ 1,500	\$ 1,936	129%	\$ (436)	\$ 323	\$ 3,872	258%	\$ (2,372)
City Services	\$ 5,000	\$ 2,041	41%	\$ 257	\$ 4,000	\$ 180	5%	\$ 3,820	\$ 30	\$ 360	9%	\$ 3,640
Professional Fees	\$ 6,700	\$ 6,000	90%	\$ 3,741	\$ 8,900	\$ 9,035	102%	\$ (135)	\$ 1,506	\$ 18,070	203%	\$ (9,170)
Other Expenditures	\$ 300	\$ 719	240%	\$ 441	\$ 1,050	\$ -	0%	\$ 1,050	\$ -	\$ -	0%	\$ 1,050
Operating Expenses	\$ 359,311	\$ 178,729	50%	\$ 302,053	\$ 367,386	\$ 181,808	49%	\$ 185,578	\$ 30,301	\$ 363,616	99%	\$ 3,770
Street Department												
Personnel	\$ 349,804	\$ 180,319	52%	\$ 303,186	\$ 356,608	\$ 179,327	\$ 1	\$ 177,281	\$ 29,888	\$ 358,654	101%	\$ (2,046)
Insurance	\$ 80,075	\$ 63,221	79%	\$ 72,733	\$ 97,542	\$ 65,743	\$ 1	\$ 31,799	\$ 10,957	\$ 131,486	135%	\$ (33,944)
Utilities	\$ 17,000	\$ 4,551	27%	\$ 13,135	\$ 18,000	\$ 6,831	\$ 0	\$ 11,169	\$ 1,139	\$ 13,662	76%	\$ 4,338
Office Expenditures	\$ 11,000	\$ 2,266	21%	\$ 9,861	\$ 11,500	\$ 4,490	\$ 0	\$ 7,010	\$ 748	\$ 8,980	78%	\$ 2,520
City Services	\$ 28,900	\$ 16,096	56%	\$ 15,000	\$ 29,100	\$ 14,004	\$ 0	\$ 15,096	\$ 2,334	\$ 28,008	96%	\$ 1,092
Other Expenditures	\$ -	\$ -	0%	\$ 21,472	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -
Maintenance	\$ -	\$ -	0%	\$ -	\$ -	\$ 548	\$ -	\$ (548)	\$ 91	\$ 1,096	0%	\$ (1,096)
Operating Expenses	\$ 486,779	\$ 266,453	55%	\$ 435,387	\$ 512,750	\$ 270,943	53%	\$ 241,807	\$ 45,157	\$ 541,886	106%	\$ (29,136)

General Fund Expenditures

Previous Year					Current Year				Current Year Projections			
<i>Expenditures</i>	----- 2021 -----				----- 2022 -----				----- FY 2022 Projections -----			
	Budget	YTD as of	% of	Unaudited Actual	Budget	YTD as of	% of	Budget	Avg Monthly	Projected 2022	% of	Projected
		6/30/2021	Budget	Expenditures		6/30/2022	Budget	Remaining	Expense	Expenditures	Budget	(Over)/Under
Parks Department												
Personnel	\$ 229,329	\$ 108,135	47%	\$ 219,024	\$ 284,911	\$ 109,706	39%	\$ 175,205	\$ 18,284	\$ 219,412	77%	\$ 65,499
Insurance	\$ 51,750	\$ 33,925	66%	\$ 46,257	\$ 65,790	\$ 34,449	52%	\$ 31,341	\$ 5,742	\$ 68,898	105%	\$ (3,108)
Utilities	\$ 33,300	\$ 5,575	17%	\$ 24,466	\$ 33,300	\$ 6,988	21%	\$ 26,312	\$ 1,165	\$ 13,976	42%	\$ 19,324
Office Expenditures	\$ 33,075	\$ 10,446	32%	\$ 34,596	\$ 36,375	\$ 16,242	45%	\$ 20,133	\$ 2,707	\$ 32,484	89%	\$ 3,891
Maintenance	\$ 53,000	\$ 14,703	28%	\$ 56,817	\$ 51,900	\$ 18,551	36%	\$ 33,349	\$ 3,092	\$ 37,102	71%	\$ 14,798
City Services	\$ 49,200	\$ 22,911	47%	\$ 44,248	\$ 54,200	\$ 8,043	15%	\$ 46,157	\$ 1,341	\$ 16,086	30%	\$ 38,114
Capital Expenditures	\$ -	\$ 579	0%	\$ 221	\$ 1,000	\$ -	0%	\$ 1,000	\$ -	\$ -	0%	\$ 1,000
Operating Expenses	\$ 449,654	\$ 196,274	44%	\$ 425,630	\$ 527,476	\$ 193,979	37%	\$ 333,497	\$ 32,330	\$ 387,958	74%	\$ 139,518
Nature Sanctuary												
Personnel	\$ 46,310	\$ 21,774	47%	\$ 41,763	\$ 46,570	\$ 26,752	57%	\$ 19,818	\$ 4,459	\$ 53,504	115%	\$ (6,934)
Insurance	\$ 5,273	\$ 1,974	37%	\$ 2,244	\$ 4,061	\$ 2,087	51%	\$ 1,974	\$ 348	\$ 4,174	103%	\$ (113)
Utilities	\$ -	\$ -	0%	\$ -	\$ 300	\$ 97	32%	\$ 203	\$ 16	\$ 194	65%	
Office Expenditures	\$ 4,390	\$ 842	19%	\$ 4,617	\$ 5,510	\$ 1,160	21%	\$ 4,350	\$ 193	\$ 2,320	42%	\$ 3,190
Maintenance	\$ 5,625	\$ 676	12%	\$ 2,987	\$ 6,000	\$ 3,065	51%	\$ 2,935	\$ 511	\$ 6,130	102%	\$ (130)
City Services	\$ 50	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -
Other Expenditures	\$ 250	\$ 15	6%	\$ 21	\$ 500	\$ 135	27%	\$ 365	\$ 23	\$ 270	54%	\$ 230
Capital Expenditure	\$ -	\$ 25	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -
Operating Expenses	\$ 61,898	\$ 25,306	41%	\$ 51,632	\$ 62,941	\$ 33,296	53%	\$ 29,645	\$ 5,549	\$ 66,592	106%	\$ (3,757)
Public Information												
Contracts	\$ 12,950	\$ 2,550	20%	\$ 10,700	\$ 12,700	\$ 4,338	34%	\$ 8,362.0	\$ 723	\$ 8,676	68%	\$ 4,024
Capital Expenditures	\$ 100	\$ -	0%	\$ 115	\$ 100	\$ -	0%	\$ 100.0	\$ -	\$ -	0%	\$ 100
Other Purchases/Office Equip	\$ 3,300	\$ -	0%	\$ 88	\$ 1,700	\$ 376	22%	\$ 1,324.0	\$ 63	\$ 752	44%	\$ 948
Maintenance	\$ 60	\$ -	0%	\$ 60	\$ 60	\$ -	0%	\$ 60.0	\$ -	\$ -	0%	\$ 60
Other Expenditures	\$ 14,000	\$ 5,394	39%	\$ 12,790	\$ 15,000	\$ 5,877	39%	\$ 9,123.0	\$ 980	\$ 11,754	78%	\$ 3,246
Operating Expenses	\$ 30,410	\$ 7,944	26%	\$ 23,753	\$ 29,560	\$ 10,591	36%	\$ 18,969.0	\$ 1,765	\$ 21,182	72%	\$ 5,132

General Fund Expenditures

<i>Expenditures</i>	Previous Year				Current Year				Current Year Projections			
	----- 2021 -----				----- 2022 -----				----- FY 2022 Projections -----			
	Budget	YTD as of 6/30/2021	% of Budget	Unaudited Actual Expenditures	Budget	YTD as of 6/30/2022	% of Budget	Budget Remaining	Avg Monthly Expense	Projected 2022 Expenditures	% of Budget	Projected (Over)/Under
Information Technology												
Personnel	\$ 20,000	\$ 1,041	5%	\$ 20,821	\$ 25,000	\$ 10,944	44%	\$ 14,056	\$ 1,824	\$ 21,888	88%	\$ 3,112
IT Expenditures	\$ 37,913	\$ 20,212	53%	\$ 39,326	\$ 36,304	\$ 25,111	69%	\$ 11,193	\$ 4,185	\$ 50,222	138%	\$ (13,918)
Maintenance	\$ 2,832	\$ 1,451	51%	\$ 2,902	\$ 2,832	\$ 2,832	100%	\$ -	\$ 472	\$ 2,832	100%	\$ -
Operating Expenses	\$ 60,745	\$ 22,704	37%	\$ 63,049	\$ 64,136	\$ 38,887	61%	\$ 25,249	\$ 6,481	\$ 74,942	117%	\$ (14,197)
General Fund Capital Outlay												
Administration	\$ 46,000	\$ -	0%	\$ 51,986	\$ 36,924	\$ -	0%	\$ 36,924	-	\$ -	0%	\$ 36,924
Police	\$ 115,934	\$ -	0%	\$ 49,066	\$ 86,370	\$ 18,925	22%	\$ 67,445	3,154	\$ 37,850	44%	\$ 48,520
Municipal Court	\$ 19,000	\$ -	0%		\$ -	\$ -	0%	\$ -	-	\$ -	0%	\$ -
Public Works	\$ 32,041	\$ -	0%	\$ 22,041	\$ 58,041	\$ -	0%	\$ 58,041	-	\$ -	0%	\$ 58,041
Community Development	\$ 70,000	\$ 24,434	35%	\$ 118,916	\$ 10,000	\$ -	0%	\$ 10,000	-	\$ -	0%	\$ 10,000
Streets	\$ 35,000	\$ -	0%	\$ 96,857	\$ -	\$ -	0%	\$ -	-	\$ -	0%	\$ -
Parks	\$ -	\$ -	0%		\$ -	\$ -	0%	\$ -	-	\$ -	0%	\$ -
Nature Sanctuary	\$ -	\$ -	0%		\$ -	\$ -	0%	\$ -	-	\$ -	0%	\$ -
PIO/IT	\$ 6,000	\$ -	0%	\$ 27,684	\$ 7,000	\$ 7,196	103%	\$ (196)	1,199	\$ 7,196	103%	\$ (196)
Total Capital Outlay	\$ 323,975	\$ 24,434	8%	\$ 366,550	\$ 198,335	\$ 26,121	13%	\$ 172,214	4,354	\$ 45,046	23%	\$ 153,289
Transfers												
To Emergency Reserve Fund	\$ -	\$ -	0%	\$ -				\$ -	\$ -	\$ -	0%	\$ -
To Projects Fund	\$ -	\$ -	0%	\$ -				\$ -	\$ -	\$ -	0%	\$ -
To Transportation Fund	\$ -	\$ -	0%	\$ -							0%	\$ -
To Brush Creek NID	\$ 112,357	\$ -	0%	\$ 112,357	\$ 60,881	\$ 60,881	100%	\$ -	\$ 10,147	\$ 60,881	100%	\$ -
To Brink Meyer NID	\$ 247,063	\$ -	0%	\$ 247,063	\$ 231,982	\$ 231,982	100%	\$ -	\$ 38,664	\$ 231,982	100%	\$ -
Total Transfers	\$ 359,420	\$ -	0%	\$ 359,420	\$ 292,863	\$ 292,863	100%	\$ -	\$ 48,811	\$ 292,863	100%	\$ -
Total of General Fund:												
	\$ 5,666,769	\$ 2,284,444	40%	\$ 5,366,879	\$ 5,675,745	\$ 2,862,470	50%	\$ 2,813,275	\$ 477,078	\$ 5,422,049	96%	\$ 268,941



Finance Committee Meeting
Monday, August 22, 2022 4:00 PM
Administration Conference Room, City Hall

Minutes

1. Call to Order

Chair Plumb called the meeting to order at 4:01 p.m. A quorum was present.

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

City Staff Present: City Administrator Alexa Barton, Police Chief Kevin Chrisman, Public Works Director Alysén Abel, Finance/Human Resources Director Matthew Chapman, Community Development Director Stephen Lachky (*via videoconference*), Parks & Recreation Director Brittanie Propes, Public Works Project Manager Chris Ashley (*via videoconference*), 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 the approvals within her authority.

3. Action Items

A. Approve the minutes for the August 8, 2022, regular meeting

Phillip Wassmer joined the meeting after it had begun, but his name was not listed as an attendee in the roll call section of the draft minutes. City Clerk Melissa McChesney said the minutes were revised to reflect the change.

Douglas Wylie moved to approve the minutes for the August 8, 2022, regular meeting, as amended to include Philip Wassmer under roll call Bob Bennett seconded; motion passed 5-0.

B. Approve the semi-annual financial report for the first half of 2022 and direct City Administration to publish

City Administrator Alexa Barton stated that the semi-annual financial report was required by state statutes and showed the financials for the first half of 2022.

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

C. Approve the 2022 property tax levy for fiscal year 2023

City Administrator Alexa Barton said that the property tax levy was reviewed by Interim Finance Director Bryan Kidney and City staff. The general temp levy addressed the 2006

Certificates of Participation, of which a majority was for the lease of City Hall. She said the levy was set to end in 2025, but City Hall would not be paid for until 2027. Staff would determine if it would be able to be paid off by 2025. Barton added that the maximum amount allowed was set by the Hancock Amendment.

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

D. Approve purchase of a pump for McAfee Pump Station from FTC Equipment

Public Works Director Alysén Abel said that the City had six pump stations. The McAfee Pump Station was located in English Landing Park and had two spare pumps on-hand as backups. The 2022 Capital Improvement Program included funding to replace the oldest pump.

Discussion focused on the life of a pump and the cost to replace compared to the cost to repair.

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

E. Approve Work Authorization No. 150 with North Hills Engineering for the Riss Lake Sewer Evaluation project

Public Works Director Alysén Abel stated that power outages caused all the grinder pumps in Riss Lake to turn on, which caused a force in the line that could not be held and has led to several sewer issues. The project would allow staff to be proactive in reviewing the system to determine the priorities to fix any issues. Abel noted that the project was over budget, but savings in other areas would cover the overage.

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

F. Approve a construction agreement with Four Star Electric for trail lighting improvements in English Landing Park

Public Works Director Alysén Abel stated that the trail in English Landing Park from the Waddell Bridge around the south side of Grigsby Field and north to the Main Street Bridge would be upgraded and would include the installation of 14 lights, repurposed from the Reserve at Riss Lake, along the trail. The City received a Platte County Outreach Grant for the project. She said that staff would trench for the conduit to prepare for the installation. The proposed agreement would be to install the wiring needed for the poles. Three quotes were received and Four Star Electric was the low quote.

Discussion focused on a uniform look for the lighting in the park.

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

4. Non-Action Items

5. Unfinished Business (postponed from prior meetings)

6. Other Business

City Administrator Alexa Barton said that Baker Tilly Financial Advisors finished the first provision of the Creekside debt and the next step was maintenance. She said other agreements would be presented at future meetings, one with a different scope for similar services and one to review options for the sewer plant.

Vice Chair Wylie requested a change to the start time for the meetings. The consensus of the Finance Committee was to change the start time to 4:30 p.m.

7. Adjourn

Chair Plumb adjourned the meeting at 4:59 p.m.

Submitted by:

Melissa McChesney
City Clerk

Approval Date

ITEM 3.B.

For 9/12/2022

Board of Aldermen - Finance Committee Meeting

**CITY OF PARKVILLE
Policy Report**

Date: September 9, 2022

Prepared By:

Melissa McChesney, City Clerk

Reviewed By:

Alexa Barton, City Administrator

ISSUE:

Declare items as surplus and authorize their disposal (Administration)

BACKGROUND:

The City has a supply of excess office supplies and equipment that are no longer being used and are considered surplus. Staff recommends disposing of the surplus items per the City's Purchasing Policy. The revenue from any items sold will go to the General Fund. This action will also free up much needed storage space at City Hall.

Per the City's Purchasing Policy, any asset which, at the time of purchase, costs the City \$2,500 or more, must be declared surplus by the Board of Aldermen prior to disposal. When an item is no longer needed by a department, the department should attempt to dispose of the item in the following order: a) redistribute the item to another department; b) trade or sell the item "as is" through available markets approved by the City Administrator, including but not limited to online or live auctions; c) give them to another local governmental agency or local non-profit agency; and d) items which are damaged or have a nominal value may be recycled or disposed as waste.

BUDGET IMPACT:

The 2022 budget does not include anticipated revenue for the sale of surplus items in the General Fund. Funds generated will increase the General Fund balance.

ALTERNATIVES:

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

STAFF RECOMMENDATION:

Staff recommends declaring items as surplus and disposing of them per the City's Purchasing Policy.

POLICY:

The Purchasing Policy, Resolution No. 17-016, states that the Board of Aldermen must declare any items as surplus that cost the City \$2,500 or more at the time of purchase.

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen declare items as surplus and authorize their disposal per the City's Purchasing Policy.

ATTACHMENTS:

1. Surplus List
2. Surplus List - AV Equipment

SURPLUS LIST

QTY.	EQUIPMENT – CITY HALL
1	Ethernet Cable
8	Magazine Type Vertical File Holder
2	Metal Accordion Type File Holder
7	Black Plastic File Storage Trays
1	Dell Computer Tower
1	Desktop Printer
3	Computer Speaker Sets
1	Three Hole Punch
1	Two Hole Punch
1	Metal Post It Holder
4	File Drawer Metal Dividers
1	Thermostat
1	Computer Monitor Stand Attachment
1	Massager
1	Digital Antennae
1	Alarm Clock
2	Keyboards w/mouse – (1 w/ USB)
1	Mouse Connector
1	Telephone Handset w/Cord
3	HDMI Computer Cords
1	Cable Type Cord
2	USB Cables
1	Computer Wireless Mouse
3	Laptop Chargers w/ Extra Adapters
2	AC Adapters
1	6 Ft. Extension Cord
1	Wireless Telephone w/Base
2	Rolodex
1	Portable Hard Drive
2	Vertical Plastic File Holders
75	3-Ring Binders – Assorted Sized 1”, 2” & 3”
1	Bankers Box Full of File Folders
1	5’X5’X4’ Dumpster
1	HP Plotter
1	Mini Fridge - Dynasty
1	Dell Computer Monitor
QTY	EQUIPMENT - STREETS
1	Truck Bed Tool Box - Silver
1	Mosquito Sprayer
30 (Approx.)	Holiday Wreaths
2	Sand Spreaders – Stainless Steel
1	Sand Spreader – Orange Metal
1	Baseball Pitching Machine

Parkville AV Equipment to Auction

We recommend attempting to auction the following list of decommissioned equipment.

Description	Notes
Sony RM-BR300 camera controller	Works with Sony EVID-30 and EVID-70 PTZ cameras
JVC SR-V10U VHS deck	
Canon GL1 camera (SD) with DX4AP audio mixer attachment, batteries, 2 wide angle lenses, and top light	Complete standard definition camera kit, the batteries are older and may no longer work
Pioneer DVR-520H-S DVD player/recorders	2 player/recorders
Videonics MX-1 SD video switcher	standard definition
Panasonic PV-S445D S-VHS camcorder with batteries and power supply in hard shell case	
Atlas 8" ceiling speakers	four speakers
Metal filing cabinet	
Vector EV Dynacord Audio Board	16-input
Edirol by Roland LVS-800 SD video switcher	standard definition
Canopus EMR 100 video encoder	standard definition
Rolls HR100B amp	
Panasonic DMR-ES15 DVD recorder	
Toshiba SDK620 DVD Player	
Kramer VS-120 AV Switcher	standard definition
Sony BVS-3100 SD video switcher with BVS-3100 control unit	standard definition
Dell case	originally for a projector
Sony EVID-70 PTZ cameras	5 remote standard definition cameras
Sony EVID-30 PTZ cameras (5 cameras)	5 remote standard definition cameras
Kramer VM20 20ARII AV distributor	standard definition

Parkville AV Equipment to Recycle

We recommend recycling the following equipment because it's either not functional or so antiquated that it's not sellable.

Description	Notes
Gateway VX720 monitor	Antiquated CRT computer monitor
Insignia television monitors	2 standard definition 4:3 CRT monitors
Sharp LC-15SH7U television monitor	standard definition 4:3 CRT monitor
Computer keyboard with antiquated connector	
Matrox Optibase video cards	2 obsolete video cards
Antec Computer tower	almost 18-year old computer tower, hard drive removed
Harmon/Kardon computer speakers	not functional
Scientific Atlanta Explorer 2000 cable box	
Assorted remotes	
APC battery backup	not functional
Dell computer monitor	
Sharp 13K-M100 television monitor	standard definition 4:3 CRT monitor
Leightronix Mini-T-Pro machine controller	obsolete technology
Fiberoptic baseband transmitter	

CITY OF PARKVILLE
Policy Report

Date: September 9, 2022

Prepared By:

Melissa McChesney, City Clerk

Reviewed By:

Alexa Barton, City Administrator

ISSUE:

Approve a resolution to destroy certain paper records past their required retention schedule (Administration)

BACKGROUND:

On August 16, 2016, the Board of Aldermen adopted the Records Retention Policy setting the minimum records retention schedules for City documents. Accordingly, staff proposes to dispose of paper records in accordance with State and City guidelines in order to free up storage space.

Following Board approval, staff will oversee the shredding of paper records. The City Clerk will certify the date the paper records were destroyed and keep the list on file permanently, as required by Missouri statutes.

BUDGET IMPACT:

There is money budgeted in the Spring/Fall Cleanup line item in the Streets Division budget.

ALTERNATIVES:

1. Approve the resolution to destroy certain paper records past their required retention schedule.
2. Do not approve the resolution.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution No. 22-014 to allow the City Clerk to destroy certain records past their minimum retention schedule.

POLICY:

The Board approved Resolution No. 16-003 adopting the City's Records Retention Policy. RSMo chapters 109 and 610 established minimum retention schedules that allows municipalities to destroy records with approval by the Board of Aldermen.

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve a resolution to destroy certain records past their required retention schedule.

ATTACHMENTS:

1. Draft Resolution

2. Destruction List



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

**CITY OF PARKVILLE, MO.
RESOLUTION No. 22-xxx**

**A RESOLUTION AUTHORIZING THE CITY CLERK TO DESTROY CERTAIN RECORDS IN
ACCORDANCE WITH THE RECORDS RETENTION POLICY**

WHEREAS, a request for approval of the destruction, by shredding, of inactive records are listed in Exhibit A; and,

WHEREAS, in October, the City Clerk will have the records shredded on-site at City Hall in the required manner; and,

WHEREAS, after the documents have been shredded, the City Clerk will certify the date on which the records were destroyed and attach confirmation of the destruction to this resolution as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF PARKVILLE, MISSOURI, the City Clerk is hereby authorized and directed to destroy, by shredding, the records listed on Exhibit A attached hereto and shall provide the Board of Aldermen certification attesting to the execution of this directive.

IN TESTIMONY WHEREOF, I have hereunto set my hand, in the City of Parkville this 20th day of September 2022.

Mayor Dean Katerndahl

ATTEST:

City Clerk Melissa McChesney

Exhibit A
Records Destruction List

	Content (Schedule)	Retention	Quantity
	Accident Report Files (0001)	<i>5 years after case concluded</i>	1 document
	Damage Report	2001	
	Accounts Payable (GS 007)	<i>Audit + 1 year</i>	___ – 12.5W” x 16.3”D x 10.5”H bankers boxes
	AP Records	2014	
	Correspondence	2004	
	Cancelled Checks	2003-2005	
	Accounts Receivable (GS 008)	<i>Audit + 1 year</i>	___ – 12.5W” x 16.3”D x 10.5”H bankers boxes
	AR Records	2013-2014, 2016	
	Annual Financial Statements (GS 073)	<i>5 years</i>	1” tall stack
	Tax Disbursement Reports	2002, 2005, 2009	
	Audit Reports (GS 074)	<i>5 years from date of report</i>	5 documents
	2002 Draft Audit/Working Papers	2002	
	Preliminary Draft of 2000 Audit	2001	
	Sewer Grant: Receipts & Disbursements, State Revolving Fund Program Series 2004C	2005	
	Working Files	2010-2011	
	Banking & Investment Records (GS 010)	<i>Audit + 1 year</i>	2 documents
	1099-INT	1984, 1986	
	Bid Records (GS 055)	<i>3 years or completion of audit</i>	___ – 12.5W” x 16.3”D x 10.5”H bankers boxes
	Rejected Bids	2001-2002, 2005, 2009, 2015, 2017	
	Request for Proposals	2006, 2009-2010	
	Rejected Proposals	1994, 2000, 2006, 2010-2015, 2016	
	Bonds & Coupons	<i>5 years</i>	1 document
	Private Development Bonds for Streets, Sidewalks, etc.	June 2, 2010	
	Building Code Inspection and Enforcement Files (0217)	<i>5 years, or 5 years after defects corrected</i>	2 documents
	Notice of Violation Letter	1999, 2001	
	General Correspondence (GS 012)	<i>1 year</i>	
	General	1983, 1985, 1989-1991, 1993-2007, 2009-2010, 2015	
	Delinquent Tax Report Files (0745)	<i>6 years</i>	1 document
	Delinquent property tax notice	1979	

Dog Licenses (0105)		<i>5 years after expiration</i>	5 documents
	Applications (Expired Tags)	2012-2015, 2016	
Elections			83 documents
	Declaration of Candidacy (028.009) (22 months)	2003, 2016-2017	
	Notice to Candidate (028.008) (1 year)	2003, 2013-2018	
	Election Notices (028.018) (22 months)	2003, 2004, 2016, 2017	
	Final Expense Reports (028.017) (audit +1 year)	2015-2017	
	Certification Forms to Platte County Clerk (028.013) (22 months)	2016-2017	
Employee Medical Records (GS 027)		<i>7 years after separation</i>	19 documents
	Pre-employment screening	1994, 2004-2008, 2010-2011	
Employment Eligibility Forms (GS 031)		<i>Length of employment + 1 year</i>	69 documents
	I-9 Forms	1983, 1985, 1987, 1993-1994, 1999-2010, 2014, 2018	
Employment Recruitment & Selection Records (GS 062)			50 documents
	Unsuccessful Applications (1 year)	2000: Building Inspector I; 2009: Police Chief; 2013: Street Laborer, Exec. Asst./AP Clerk, Community Development Assistant; 2014: Street Laborer; 2015: Seasonal Parks Laborer, CD Asst./Utility Billing Clerk, PW Asst., PT Const. Inspector; 2018: Ward 1 Alderman	
	Announcement (3 years)	1999	
	Position Hire Recommendation (3 years)	1999	
Employee's Withholding Allowance Certificates (GS 035)		<i>5 years after superseded or employee separation</i>	1.5" tall stack
	W-4 Forms	1990, 1994, 2001, 2003-2008, 2010-2012	
	MO W-4 Forms	1990, 1994, 2001, 2003-2008, 2010-2012	
Environmental Complaints (GS 081)		<i>5 years</i>	2 documents
	Non-hazardous complaints	2001	
Equipment Ownership & Maintenance Records (GS 069)		<i>Life of equipment</i>	2 documents
	Toshiba eStudio 6530CT Maintenance Contract	Replaced 3/2018	
	Pitney Bowes DM400C Lease	Returned 8/2017	
Facility Event & Recreation Program Scheduling & Reservations (1403/1404)		<i>5 years</i>	4" tall stack
	Shelter Reservation Permits	2009, 2014-2016, Jan-Aug. 2017	
	Sports Field Reservation Permits	2014-2016	

Federal and State Tax Records (GS 034)		<i>5 years</i>	49 documents
	Form 1099-MISC	1986, 1988-1991, 1993-1996	
	Form 1096	1986, 1989-1990, 1993-1996	
	Form MO-941-R	1989-1990, 1993-1995	
	Form MO-941-U	1993-1994	
Fixed Asset Inventory (GS 054)		<i>Completion of audit</i>	3 documents
	Superseded Property Schedules	Channel 2 Equipment Inventory: 2010; City Equipment: 2013; City Property: 2003	
Insurance Claim Files (GS 057)			3 documents
	Action Taken (10 years after case closed)	1999, 2001	
	No Action Taken (3 years)	2004	
Leave Requests (GS 029)		<i>Audit + 3 years</i>	5 documents
	Leave Requests	2001, 2007, 2009, 2014, 2016	
Oaths of Office		<i>1 year after term expires</i>	26 oaths
	Former Elected Officials	2013, 2015, 2017	
	Former Police Officers	2014-2020	
Participant Registration and Attendance Records (GS 065)		<i>3 years</i>	
	Special Event Applications	Parkville Riverfest: June 20-21, 2002	
Payroll Records (GS 068)		<i>5 years</i>	<u> </u> – 12.5W” x 16.3”D x 10.5”H bankers boxes
	Payroll Check Stubs	2005-2007	
	Voided Payroll Checks	2006	
	Bi-Weekly Payroll Summaries	1993-1996	
	Monthly Earnings & Deductions	1996	
	Monthly Premium Statements	1996	
Permits & Licenses		<i>2 years after expiration</i>	<u> </u> – 12.5W” x 16.3”D x 10.5”H bankers boxes
	Picnic License Approval Letters	1990, 2003, 2007-2008, 2011, 2016-Oct 2020	
	Inactive Business Licenses & Related Correspondence	1991, 1994-2003, 2009-2011, 2014, 2016-2017, 2018, 2019, May 2020	
	Business License Revocation	2001	
	Inactive Liquor Licenses	2016-2017	
	Liquor License Applications	1997, 2000, 2002, 2006-2009, 2015, 2018	

	Liquor License Approval Letter	2015-2016
	Liquor License Letter	1985, 1988, 1992, 2000-2001, 2004-2005, 2013
	Caterer's Permits	2003, 2010, 2016. 2018-Jul/Aug 2020
	Overnight Fishing Permits	2016-2018
	Correspondence	1987, 1989, 2015
	Right-of-way Permit Application	2010
	Sign Permits	1998
	Solid Waste Disposal Permits	1991
	Cut or Excavate Permit	1990, 2000
	Inactive Golf Cart Registrations	2013-Aug 2020
	Solicitor/Peddler/Canvasser Permits	2015-2019
	Security Alarm Permits	2014
Personnel Records (GS 029)		<i>Audit + 3 years</i> 4 documents
	Leave Requests	2001, 2007, 2009
Police Logs (POL 009)		<i>5 years or completion of audit</i>
	Logs	2010-2014
Policy & Procedure Files (GS 047)		<i>Until superseded, updated or no longer needed</i> 3 documents
	Park Bench Donation Policy	Superseded April 2015
	Substance Abuse Policy	Superseded December 2015
	Business Procurement Card Policy	Superseded November 2014
Position Description, Classification & Compensation Records (GS 063)		<i>3 years after obsolete or superseded</i> 17 documents
	Job Descriptions	1997, 2013
Press Releases (GS 037)		<i>2 years</i> 12 documents
	Routine Releases	1997, 2001-2002, 2004, 2008
Proclamations		<i>3 years after recorded in minutes</i> 6 documents
	Proclamations	1993, 2007, 2008, 2014
Public Information Requests (GS 066)		<i>3 years</i> 25 documents
	Open Records Requests	1994, 2000, 2006-2008, 2010-2012, 2014-2016, 2018-Feb. 2019
Public Notice Records (GS 022)		<i>3 years</i> 28 documents
	Public Notices	1994, 1997-1998, 2000-2003, 2006-2008, 2011-2012, 2015-2017, Jan. 2019

Receipts (GS 011)		<i>Audit + 1 year</i>	
	Petty Cash Receipts	2012-2013	
Street Address Logs (0211)		<i>Until superseded or no longer needed for reference</i>	2 documents
	Superseded Address Lists	1998, 2002	
Subsidiary Ledgers (GS 006)		<i>Audit + 1 year</i>	1" tall stack
	Monthly Bank Reconciliations	1989, 1993-1998, 2009	
Time and Attendance Records (GS 028)		<i>Audit + 3 years</i>	1 – 12.5W" x 16.3"D x 10.5"H banker's box 7.5" tall stack
	Timecards	1987-1993, 1999-2005, 2007-2009, 2011, 2013-2014	
Wage & Tax Statements (GS 033)		<i>Audit + 3 years</i>	4.25" tall stack
	W-2	1985, 1987-1996, 2005	
	W-2c	1989	
	W-3	1986-1996	
	W-3c	1989	
Workers' Compensation Case Files (GS 091)		<i>Action taken: 10 years; No action; 3 years</i>	3 documents
	Action Taken	2001	
	No Action	2004	

Approved for Destruction:

City Clerk	Date	City Administrator	Date
Board of Aldermen Approval		Resolution No. _____	Date
Certificate of Destruction (to be completed by City Clerk)			
STATE OF MISSOURI COUNTY OF PLATTE I, Melissa McChesney, City Clerk of the City of Parkville, do hereby certify that the attached is a true and complete enumeration of records which were destroyed by shredding. IN WITNESS WHEREOF, I hereunto set my hand and affix the seal of said City of Parkville, Missouri, at its office in Parkville, Missouri, on this _____ day of _____, 2022. [Signature]		[Seal]	

ITEM 3.D.

For 9/12/2022

Board of Aldermen - Finance Committee Meeting

**CITY OF PARKVILLE
Policy Report**

Date: September 8, 2022

Prepared By:

Alexa Barton, City Administrator

Reviewed By:

Alexa Barton, City Administrator

ISSUE:

Approve an agreement with Baker Tilly Municipal Advisors to provide municipal services (Administration)

BACKGROUND:

Baker Tilly Municipal Advisors, associated with the City 2014, in their most recent agreement has been preparing the necessary documents for processing the Creekside Tax Increment Financing (TIF) and are now completing the associated water fall documentation for remaining financial incentive structures, including but not limited to the Community Improvement District, Transportation Development District and hotel tax documentation.

Going forward, Baker Tilly will continue to provide ongoing assistance and services for financial management functions, including annual budget preparation, long-range financial planning, and to review other City TIF projects and provide administrative information to the newly appointed interim finance director, Bryan Kidney, to ensure compliance.

Futhermore, this agreement will enable preliminary work on assessing the City's utility options through Nick Dragisich, who specializes in utility expense and cost analysis studies at the referenced 2022 Hourly Rate proposed in the attached agreement.

BUDGET IMPACT:

The General Fund includes funding within the Administration for Professional Services for these types of services/projects.

ALTERNATIVES:

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

STAFF RECOMMENDATION:

Staff recommends the approval of the Agreement for Municipal Advisory Services.

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 an agreement with Baker Tilly Municipal Advisors for municipal advisory services in accordance with the 2022 hourly rate schedule outlined in the proposal dated August 1, 2022.

ATTACHMENTS:

1. Draft Agreement

**SCOPE APPENDIX to
Agreement for Municipal Advisory Services dated: December 2, 2014
Between City of Parkville, Missouri, and
Baker Tilly US, LLP**

RE: Financial Management Assistance (BTMA+)
DATE: August 1, 2022

This Scope Appendix is attached by reference to the above-named Agreement for Municipal Advisory Services (the “Engagement Letter”) between the City of Parkville, Missouri, (the “Client” or “City”) and Baker Tilly US, LLP and relates to services to be provided by Baker Tilly Municipal Advisors, LLC (“BTMA”)

Scope of Work

Overview

The City of Parkville has requested ongoing assistance for financial management functions, including annual budget preparation, long-range financial planning, and tax increment financing compliance and administration.

Deliverables

- BTMA will assist City staff with the annual budget preparation.
- BTMA will assist in the creation and maintenance of a long-range financial forecast.
- BTMA will advise on ongoing basis the administration of incentive areas, including TIF, CID, TDD, NID.
- BTMA will provide remote accounting assistance as the City deems necessary.
- BTMA will train staff (on site and remotely) as necessary by request.
- BTMA will provide on-call general consulting (subject to a separate work-plan, if necessary).

Project Team

BTMA has assigned Tom Kaleko as the Partner-in-Charge and Jack Ryan-Feldman and Ben Hart as project relationship managers for this engagement.

Client Responsibilities

BTMA may make requests for information to complete Deliverables.

Anticipated Schedule

BTMA will work with the Client to determine a mutually agreeable schedule for deliverables.

**SCOPE APPENDIX to
Agreement for Municipal Advisory Services dated: December 2, 2014
Between City of Parkville, Missouri, and
Baker Tilly US, LLP**

Compensation and Invoicing

BTMA proposes to provide services on an hourly basis not to exceed **\$2,500** per month at the rates defined in the table below. The preceding fees are exclusive of any out-of-pocket expenses, including travel, and would require reimbursement.

If additional work is requested and authorized by the Client that is outside of the scope of services or required due to situations discussed herein, Client will be notified and it will be invoiced at our standard hourly rates, shown below:

Title	2022 Hourly Rate
Principal and Partner	\$370
Director and Senior Manager	\$320
Manager and Senior Staff	\$240
Staff	\$140
Associates	\$100

Conflicts of Interest

The Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

This Scope Appendix will terminate according to the terms of the Engagement Letter.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____

ITEM 3.E.

For 9/12/2022

Board of Aldermen - Finance Committee Meeting

**CITY OF PARKVILLE
Policy Report**

Date: September 9, 2022

Prepared By:

Melissa McChesney, City Clerk

Reviewed By:

Alexa Barton, City Administrator

ISSUE:

Approve a resolution to sponsor the National League of Cities 2022 City Summit (Administration)

BACKGROUND:

The National League of Cities (NLC) selected Kansas City, Missouri to host the [2022 City Summit](#) on November 17-19, 2022. NLC's City Summit is one of the largest gatherings of local officials in the country, so this is a tremendous opportunity to showcase the Kansas City region, neighboring communities and provide an opportunity to engage the metropolitan community and facilitate educational opportunities for elected officials and staff.

As the host city, Kansas City is tasked with securing sponsorships to help offset the cost of the event, which will be used to keep admission rates reasonable and ensure strong attendance. Regional cities have been invited to sponsor at the [Show-Me Sponsor \(\\$5,000\)](#) Sponsorship Level, which will include brand visibility and admission for two representatives and a guest to attend the event.

BUDGET IMPACT:

The sponsorship is not included in the 2022 Budget. If approved, the \$5,000 will be taken out from the Professional Development-Mayor and Board of Aldermen line item in the Administration budget.

ALTERNATIVES:

1. Approve the resolution to sponsor the National League of Cities 2022 City Summit.
2. Approve the item, subject to changes.
3. Do not approve the item.
4. Postpone the item.

STAFF RECOMMENDATION:

This item has been requested by the Mayor; therefore, staff does not have a recommendation.

POLICY:

The Purchasing Policy, Resolution No. 17-016, sets approval requirements based on expenditure levels. Because this expenditure is a new program or service, it requires approval by the Finance Committee, prior to further authorization set forth in the Purchasing Policy.

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve a resolution to sponsor the National League of Cities 2022 City Summit in the amount of \$5,000 to be paid from the Administration/Board Professional Membership Fees and Dues.

ATTACHMENTS:

1. Draft Resolution
2. Kansas City MO Letter



***CITY OF PARKVILLE, MO.
RESOLUTION No. 22-xxx***

A RESOLUTION SUPPORTING THE SPONSORSHIP OF THE NATIONAL LEAGUE OF CITIES 2022 CITY SUMMIT

WHEREAS, the National League of Cities (NLC) selected Kansas City, Missouri to host the 2022 City Summit on November 17-19, 2022; and

WHEREAS, NLC's City Summit is one of the largest gatherings of local officials in the country and will be an opportunity to showcase the Kansas City region; and

WHEREAS, NLC has a great education program with national-level speakers and experts on current topics affecting cities.

WHEREAS, as the host city, Kansas City is seeking sponsorships to help offset the cost of the event, which will be used to keep admission rates reasonable and ensure strong attendance; and

WHEREAS, regional cities have been invited to sponsor at the Show-Me Sponsor (\$5,000) Sponsorship Level, which will include brand visibility and admission for two representatives and a guest to attend the event; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Aldermen hereby supports the sponsorship of the National League of Cities 2022 City Summit.

IN TESTIMONY WHEREOF, I have hereunto set my hand, in the City of Parkville this 20th day of September 2022.

ATTESTED:

Mayor Dean Katerndahl

City Clerk Melissa McChesney

CITY OF MOUNTAINS
HEART OF THE NATION



KANSAS CITY
MISSOURI

August 11, 2022

Mid-America Regional Council partnership for the 2022 National League of Cities City Summit in Kansas City

Kansas City is pleased to welcome the Mid-America Regional Council (MARC) as partners for the 2022 National League of Cities City Summit here in Kansas City November 17-19.

The NLC City Summit will attract thousands of attendees, including mayors, city councilmembers, city staff, and other city leaders from 19,000 cities around the country. The conference will have an estimated economic impact of \$6.7 million. We are confident our efforts, together, will highlight successes in Kansas City that will inspire delegates to share our innovative policy solutions, and our strong community-building efforts with their municipalities.

As the host city organization, the City of Kansas City is tasked with various commitments, including raising \$1 million to fund several social events throughout NLC's four-day conference. We are achieving these deliverables through corporate sponsorships and on-hand support from local and regional partners like MARC. We ask our regional and local partners to get involved in the following ways:

- Explore contribution opportunities including, sponsorship and in-kind donations
- Promote. Encourage. Educate. Spread the word about the conference registration within your organization and professional networks
- Join a Host City advisory committee. Offer support, ideas, and feedback to the Host City planning team.
- Be a volunteer!
- Get your business in front of more than 4,000 delegates by donating swag for registration bags.

Please reach out to me at Kaleena.James@kcmo.org, Chairperson for the NLC Host City planning committee, for more information. We look forward to working with you as we showcase the best of Kansas City.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Kaleena', with a long, sweeping horizontal line extending to the right.

Kaleena N. James

CITY OF PARKVILLE
Policy Report

Date: September 9, 2022

Prepared By:

Melissa McChesney, City Clerk

Reviewed By:

Alexa Barton, City Administrator

ISSUE:

Approve a contract with the Platte County Economic Development Council for economic development services (Administration)

BACKGROUND:

The Platte County Economic Development Council's (PCEDC) mission is to enhance economic development in Platte County. In conjunction with their efforts, Platte County has achieved a few notable recognitions. The City contracts with the PCEDC for services including activities reasonably designed for the purpose of promoting and developing economic growth within Parkville, including, but not limited to, reasonably assisting with implementing goals and strategies related to business expansion and retention for existing businesses and economic and industrial development.

BUDGET IMPACT:

The contract for 2023 is for \$2,100 and is budgeted in the Administration - Professional Services line item.

ALTERNATIVES:

1. Approve the contract with the PCEDC for economic development services.
2. Approve the item, subject to changes.
3. Do not approve the item.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approval of the contract with the Platte County EDC.

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 Alderfmen approve a contract with the Platte County Economic Development Council for economic development services for 2022.

ATTACHMENTS:

1. Contract
2. PCEDC Letter

CONTRACT

THIS CONTRACT, entered into on the _____ day of _____, 2022, by and between the **CITY OF PARKVILLE, MISSOURI (“CITY”)** and the **PLATTE COUNTY ECONOMIC DEVELOPMENT COUNCIL (“EDC”)**.

IN CONSIDERATION of the mutual covenants and agreements set forth herein, the parties agree to the following:

1. The EDC shall provide economic development services for the CITY for the year 2022 pursuant to the terms of this Contract.
2. The CITY shall pay the EDC the sum of Two Thousand 100 Dollars and Zero Cents/100 (\$2,100.00) for economic development services at the Gold Investment Level for the year 2021.
3. That the economic development services provided by the EDC shall include activities reasonably designed for the purpose of promoting and developing economic growth within the CITY, including, but not limited to, reasonably assisting the CITY in implementing goals and strategies related to business expansion and retention for existing businesses and economic and industrial development for the CITY.

In Witness Whereof, the parties have executed this agreement the day and year first above written.

CITY OF PARKVILLE, MISSOURI

Dean Katerndahl, Mayor

ATTEST:

City Clerk

**PLATTE COUNTY ECONOMIC
DEVELOPMENT COUNCIL**

Scott Zigler
Chairman of the Board



July 6, 2022

City of Parkville
Mayor and Board of Aldermen

Dear Mayor Katerndahl and Board of Aldermen:

The City of Parkville and Platte County Economic Development Council have experienced a long-standing and highly successful partnership. PCEDC sincerely appreciates the City's strong commitment and dedication to our organization. Thriving economic development requires a team effort and we are delighted to be on the same team as Parkville.

Included within this letter is our 2021 Annual Report. I have noted all the items in which Parkville participated and/or was represented below.

PCEDC's mission is to enhance economic development in Platte County. In conjunction with our efforts, Platte County has achieved a few notable recognitions. By percentage of growth, Platte County continues to be the #1 fastest growing county in Missouri according to the most recent U.S. Census. We also achieved #1 for health rankings and quality of life according to the 2021 Robert Wood Johnson Foundation report.

BUSINESS ATTRACTION & RECRUITMENT

- PCEDC is focused on business and employment growth. Certainly, Parkville is a leader in the area. In 2021, PCEDC coordinated with the City on a number of business attraction efforts.
- PCEDC also hosts our annual Community Development Day in which our partnering communities interact with commercial real estate brokers and developers, including Riverside. In 2021, we hosted over 75 commercial brokers, community representatives, and sponsors at the event.
- In 2021, multiple presentations were given to investors and other local organizations, in which Parkville receives considerable coverage.

BUSINESS RETENTION+EXPANSION (BRE)

- We provide the software, coordination, and participation in business visits in Parkville, and offer "business assists" service for items that arise out of those conversations (i.e. permitting questions, workforce needs, etc.)
- We publicize job fairs for Parkville businesses and list companies that are hiring on our jobs webpage.



- We host a program called "CEO Critical Conversations" in which CEOs from across Platte County share their thoughts about doing business in our region. The City of Parkville and Parkville CEOs have participated numerous times.
- In the past, we have hosted HR Roundtables for all the human resource directors/managers of Platte County companies, with several participants from Parkville companies. We plan to ramp this initiative back up in 2023.

MARKETING & SOCIAL MEDIA

On our multiple social media platforms, PCEDC shared and retweeted Parkville good news. In 2021, we had over 117,000 impressions between Facebook, Twitter, LinkedIn, and Instagram. We continue to see those numbers increase in 2022.

BUSINESS EXCELLENCE LUNCHEON & AWARDS

PCEDC hosts an annual awards program where we honor businesses that have invested in Platte County. From Parkville, Park University and Brian Mertz were honored in 2021 for "Paving the Way" within the Parkville community. The event draws close to 200 attendees. We look forward to working with you on this event again in December 2022.

INFRASTRUCTURE & PUBLIC POLICY COMMITTEES

Parkville has been an instrumental part of PCEDC's infrastructure and development work. The City has provided a collaborative voice for championing cost share projects across Platte County. This year, PCEDC has facilitated a committee to champion the continuation of the Platte County Road Sales Tax. Parkville has been an integral partner in this effort.

On a public policy side of our work, PCEDC focused on several legislative issues including:

- video lottery terminals (opposed)
- limiting tax increment financing (opposed)
- infrastructure funding (proponent)
- lower prevailing wage for community projects (proponent)

We deeply appreciate City of Parkville's partnership and look forward to continuing our efforts. As always, I am available if you ever have any questions or comments.

Sincerely,

Tina Chace
Executive Director

CITY OF PARKVILLE

Policy Report

Date: September 4, 2022

Prepared By:

Jon Jordan, Police Captain

Reviewed By:

Kevin Chrisman, Police Chief

ISSUE:

Approve the purchase and installation of a new outdoor warning siren near the Creekside Development in western Parkville by Federal Signal Corporation (Police)

BACKGROUND:

The City is responsible for providing outdoor warning sirens within the City limits of Parkville. The City-owned sirens work in conjunction with surrounding sirens to alert citizens during inclement weather. The City currently maintains four (4) active outdoor warning sirens. This report outlines the need for two (2) additional sirens, one to be purchased now (budgeted) for Creekside, and the second when the development occurs, approximately 2023, in Thousand Oaks.

A few years ago, the City was advised by Captain Avery, the Emergency Manager for Platte County, Missouri, that as the western portion of the City limits of Parkville developed (mainly Thousand Oaks and Creekside), the City was responsible for providing outdoor warning sirens for the area. The aforementioned areas have continued to develop and the need for outdoor warning sirens is needed. I met with a representative of Blue Valley Public Safety about possible siren locations and coverage areas. Two locations were selected, one on the western side of Interstate 435 near the Creekside development and the other in the southern part of Thousand Oaks. I discussed the locations with Captain Avery and he agreed the two locations would meet the current and future coverage needs for outdoor warning sirens. I then met with the two primary developers of both areas about the need for the sirens and the locations selected. Both developers indicated they were supportive of the sirens.

The location for the Thousand Oaks siren is an area that is currently undeveloped but is planned to be platted in the very near future. The developer advised he would grant any easements necessary for this siren, thus postponing this siren until the development begins. As that plat is developed in Thousand Oaks, the needed services and siren will be budgeted and installed.

The location on the west side of Interstate 435 is already developed and will be located on property that is on the City's right-of-way for Ensign Drive south of 45 Highway. This location will provide outdoor warning siren coverage to the Creekside development on both sides of the interstate and will be the first siren installed. The City budgeted \$25,000 in Public Works Capital Improvement Project funds for an outdoor warning siren.

BUDGET IMPACT:

Public Works budgeted \$25,000 for one outdoor warning siren in the 2022 budget. The cost and installation of the outdoor warning siren is \$27,038.03 and the cost to install the required power to the the outdoor warning siren is \$1,750.00. The cost to install and power the outdoor warning siren is \$28,788.03, which is \$3,788.03 over budget.

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 purchase and installation of the outdoor warning siren in the Creekside area for the total cost of \$28,788.03.

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 that the Board of Aldermen approve the purchase and installation of the outdoor warning siren in the Creekside area for the total cost of \$28,788.03.

ATTACHMENTS:

1. Quote
2. Electrical Cost
3. Purchase Order
4. Ensign Drive Siren Coverage Area
5. Plat of Description
6. Needed Siren Coverage Area

Contact Name: Alysén Abel, Public Works Director; Capt. Jon Jordan

Customer: City of Parkville

Address: 8880 Clark Avenue

City: Parkville

State: MO

Zip: 64152

Phone: 816-268-5027; 816-741-4454

Cell: *

Fax: *

Email: aabel@parkvillemo.gov; jjordan@parkvillemo.gov

Notes: Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

Quotation No.: ANS 901221431 Please reference quote no. on your order Date Quoted: 9/1/22
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Item No.	Qty.	Model/Part No.	Description	Unit Price	Total
Electro-Mechanical Siren Equipment					
1	1	2001-130	ELECTRO-MECHANICAL ROTATING SIREN, 130 DB(C) 800HZ	\$ 8,404.20	\$ 8,404.20
2	1	DCFCTBDH	DIGITAL CONTROLLER, HIGH BAND	\$ 7,621.20	\$ 7,621.20
3	1	SMV-FP	Include Faceplate on Kenwood Radios	\$ 300.00	\$ 300.00
4	1	2001TRBP	TRANSFORMER RECTIFIER PLUS	\$ 2,643.06	\$ 2,643.06
5	1	ZSURCHARGE	Airfreight Surcharge for 2001TRBP, 2001-AC, 2001TRBP-480	\$ 500.00	\$ 500.00
6	1	OMNI-4	ANTENNA, 152-156MHZ VHF	\$ 378.45	\$ 378.45
7	1	AMB-P	ANTENNA MOUNTING BRACKET, POLE	\$ 127.02	\$ 127.02
Total Equipment				\$	19,973.93

Shipping					
8	1	ES-FREIGHT - Z1	Shipping Fees		
Services					
9	1	TK-I-2001ADC-Z2	2001 / Equinox / 508 / Eclipse-8 AC-DC Standard Installation 4 Standard Batteries 50' Class 2 Wood Pole	\$ 6,464.10	\$ 6,464.10
10	1	TK-S-CPSYSOP-CU	System Optimization of 1 Activation-Control Pt, CUSTOM	\$ 600.00	\$ 600.00
Total Services				\$	7,064.10

Total of Project	\$	27,038.03
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Options					
11	1	BV-TRAFFIC	Traffic Control, if required	\$ 750.00	\$ 750.00
12	1	BV-Permit	Cost associated with electrical inspections / permits, if required	\$ 1,250.00	\$ 1,250.00
13	1	TK-IO-CUSREMOV	Removal Services, Custom	\$ 822.15	\$ 822.15

Prices are firm for 90 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional. See attached Terms sheet.

Site Restoration is not included in this quote unless specifically called out above. As the site has typically not been determined at the time of quoting we cannot forecast what landscaping, seeding or backfilling will be required to restore a site. It is recommended to keep sites within 15' of a paved surface so as to avoid damage to landscaping at the time of installation and for future service.

Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment.

Power Clause: Bringing power to the siren equipment is the responsibility of the purchaser. Trenching is additional.

Traffic Control Clause: Traffic control, if required, will be an additional \$250.00 per site.

Permit Clause: Any special permits, licenses or fees will be additional.

FCC Licensing Clause: The buyer is responsible for maintaining any FCC licensing requirements associated with the use of this equipment.

Classified Location Clause: No equipment or services are designed or installed to meet the requirements of a classified location installation unless noted.

Sales Tax: Sales Tax will be additional unless an Exemption Certificate is provided.

Proposed By: Dee A. Wieduwilt

Company: Blue Valley Public Safety Inc.

Address: P.O. Box 363 - 509 James Rollo Dr.

City, State, Zip: Grain Valley, MO 64029

Country: USA

Delivery: 12-16 weeks

Freight Terms: FOB University Park

Terms:

Equipment, Net 30 Days upon receipt

Services, Net 30 Days as completed,

Work Phone 1-800-288-5120
Fax: 816-847-7513
Approved By: Brian Cates

billed monthly. Net 30 will not be held
for installations.

Brian Cates

Title: General Manager

Signature

Contact Name: Alysén Abel, Public Works Director; Capt. Jon Jordan

Customer: City of Parkville

Address: 8880 Clark Avenue

City: Parkville

State: MO

Zip 64152

Phone: 816-268-5027; 816-741-4454

Cell: *

Fax: *

Email: aabel@parkvillemo.gov; jjordan@parkvillemo.gov

Notes: Delivery schedule cannot be established until radio information is supplied, if applicable.

Quotation No.: FWS
901221431
Please reference quote
no. on your order
Date Quoted: 9/1/22

I hereby agree to the Terms stated on this quotation and in the attached Terms document on behalf of the above mentioned Company or Government Entity.

Signature:

Title:

***** Purchase Order MUST be made out to: *****

Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484

Purchase Order MUST be e-mailed, mailed or faxed to:

Blue Valley Public Safety, Inc., PO Box 363, Grain Valley, MO 64029 Fax: 816-847-7513

dee@bvpsonline.com

Quotation No.: FWS
901221431

SALES AGREEMENT

(1) **Agreement.** This agreement (the "Agreement") between Federal Signal Corporation ("FSC") and Buyer for the sale of the products and services described in FSC's quotation and any subsequent purchase order shall consist of the terms herein. This Agreement constitutes the entire agreement between FSC and Buyer regarding such sale and supersedes all prior oral or written representations and agreements. This Agreement may only be modified by a written amendment signed by authorized representatives of FSC and Buyer and attached hereto except that stenographic and clerical errors are subject to correction by FSC or upon FSC's written consent. FSC objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer to FSC unless specifically agreed to by FSC in writing. Prior courses of dealing between the parties or trade usage, to the extent they add to, detract from, supplant or explain this Agreement, shall not be binding on FSC. This Agreement shall be for the benefit of FSC and Buyer only and not for the benefit of any other person.

(2) **Termination.** This Agreement may be terminated only upon FSC's written consent. If FSC shall declare or consent to a termination of the Agreement, in whole or in part, Buyer, in the absence of a contrary written agreement signed by FSC, shall pay termination charges based upon expenses and costs incurred in the assembly of its products or in the performance of the services to the date such termination is accepted by FSC including, but not limited to, expenses of disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. In addition, any products substantially completed or services performed on or prior to any termination of this Agreement shall be accepted and paid for in full by Buyer. In the event of a material breach of this Agreement by Buyer, the insolvency of Buyer, or the initiation of any solvency or bankruptcy proceedings by or against Buyer, FSC shall have the right to immediately terminate this Agreement, and Buyer shall be liable for termination charges as set forth herein.

(3) **Price/Shipping/Payment.** Prices are F.O.B. FSC's Factory. Buyer shall be responsible for all shipping charges. If this Agreement is for more than one unit of product, the products may be shipped in a single lot or in several lots at the discretion of FSC, and Buyer shall pay for each such shipment separately. FSC may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. FSC will invoice for product upon shipment to Buyer and for services monthly as completed. Amounts invoiced by FSC are due 30 days from date of invoice, except that payment terms for turn-key sales of product and services are 10% of total contract mobilization fee due with Buyer's order. Invoice deductions will not be honored unless covered by a credit memorandum. Minimum billing per order is \$75.00.

(4) **Risk of Loss.** The risk of loss of the products or any part thereof shall pass to the Buyer upon delivery thereof by FSC to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

(5) **Taxes.** Price quotes by FSC do not include taxes. Buyer shall pay FSC, in addition to the price of the products or services, any applicable tax (however designated) imposed upon the sale, production, delivery or use of the products or services to the extent required or not forbidden by law to be collected by FSC from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to FSC before the date of invoice.

(6) **Delivery.** Although FSC shall in good faith endeavor to meet estimated delivery dates, delivery dates are not guaranteed but are estimated on the basis of immediate receipt by FSC of all information required from Buyer and the absence of delays, direct or indirect, as set forth in paragraph 29 herein.

(7) **Returns.** Buyer may return shipped product to FSC only upon FSC's prior written consent (such consent to be in the sole discretion of FSC) and upon terms specified by FSC, including prevailing restocking and handling charges. Buyer assumes all risk of loss for such returned product until actual receipt thereof by FSC. Agents of FSC are not authorized to accept returned product or to grant allowances or adjustments with respect to Buyer's account.

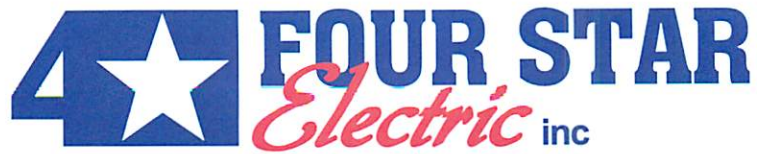
(8) **Inspection.** Buyer shall inspect the product immediately upon receipt. All claims for any alleged defect in FSC's product or deficiency in the performance of its services under this Agreement, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by FSC within 30 days of Buyer's receipt of the product or FSC's performance of the services. Failure to make any such claim within said 30 day period shall constitute a waiver of such claim and an irrevocable acceptance of the product and services by Buyer.

(9) **Limited Warranty.** FSC warrants each new product to be free from defects in material and workmanship, under normal use and service, for a period of two years from delivery to Buyer (one-year for Informers and all software products, five years on 2001 & ECLIPSE Series siren head). During this warranty period, FSC will provide warranty service for any unit which is delivered, shipping prepaid by the Buyer, to a designated warranty service center for examination and such examination reveals a defect in material and/or workmanship. FSC will then, at its option, repair or replace the product or any defective part(s), or remit the purchase price of the product to Buyer. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product for warranty service at any location other than FSC's designated warranty service center. This warranty shall not apply to components or accessories that have a separate warranty by the original manufacturer, such as, but not limited to, radios and batteries, and does not extend to any unit which has been subjected to abuse, misuse, improper installation or which has been inadequately maintained, nor to units with problems due to service or modification by other than an FSC warranty service center. FSC will provide on-site warranty service during the first 60 days after the completion of the installation when FSC has provided a turn-key installation including optimization and/or commissioning services. **THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

(10) **Remedies and Limitations of Liability.** Buyer's sole remedy for breach of warranty shall be as set forth above. **IN NO EVENT SHALL FSC BE LIABLE FOR ANY LOSS OF USE OF ANY PRODUCT, LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, NOR SHALL FSC'S LIABILITY FOR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS OR SERVICES EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES.**

(11) **PATENTS.** FSC shall hold Buyer harmless, to the extent herein provided, against any valid claim by any third person of infringement of any United States Patent by product manufactured by FSC, but if Buyer furnished product or system design specifications to FSC, Buyer shall hold FSC harmless against any infringement claim consisting of the use of product manufactured by FSC in accordance with Buyer's product or system design or in combination with product manufactured by Buyer or others. In the event that any product manufactured by FSC is held to infringe any patent and its use is enjoined by any competent court of law, FSC, if unable within a reasonable time to secure for Buyer the right to continue using such product, either by suspension of the injunction, by securing for Buyer a license, or otherwise, shall, at its own expense, either replace such product with non-infringing product or modify such product so that it becomes non-infringing, or accept the return of the enjoined product and refund the purchase price paid by Buyer less allowance for any period of actual use thereof. FSC makes no warranty that its product will be delivered free of a valid claim by a third person of infringement or the like and Buyer's remedies for such a claim will be limited to those provided in this paragraph.

- (12) **Assignment and Delegation.** Buyer shall not assign any right or interest in this Agreement, nor delegate the performance of any obligation, without FSC's prior written consent. Any attempted assignment or delegation shall be void and ineffective for all purposes unless made in conformity with this paragraph.
- (13) **Severability.** If any term, clause or provision contained in this Agreement is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.
- (14) **Installation.** Installation shall be by Buyer unless otherwise specifically agreed to in writing by FSC.
- (15) **Governing Law and Limitations.** This Agreement shall be governed by the laws of the State of Illinois. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state or federal courts in Cook or DuPage County, Illinois. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in this Agreement, the definition contained in said Uniform Commercial Code is to control. Any action for breach of this Agreement or any covenant or warranty contained herein must be commenced within one year after the cause of action has accrued.
- (16) **Receiving Product and Staging Location.** Buyer is responsible to receive, store and protect all products intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation contractors to work from and to store equipment overnight.
- (17) **Installation Methods & Materials.** Installation is based on methods and specifications designed and intended by FSC to meet or exceed all national, state & local safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.
- (18) **Radio Frequency Interference.** FSC is not responsible for RF transmission and reception affected by system interference beyond its control.
- (19) **Installation Site Approval.** Buyer must provide signed documentation to FSC, such as the "WARNING SITE SURVEY FORM" or a document with the equivalent information, that FSC is authorized to commence installation at the site designated by Buyer before FSC will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by FSC for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.
- (20) **AC Power Hookup.** Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet, unless these services are quoted by FSC. All indoor installations assume AC power is available within 10 feet of the installation location.
- (21) **Permits & Easements.** FSC will obtain and pay for electrical and right-of-way work permits as necessary for installations. Buyer is responsible for obtaining and payment of all other required easements, permits, or other fees required for installation, unless specifically quoted.
- (22) **Soil Conditions Clause.** In the event of poor site conditions including, but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet specifications, FSC will direct installation contractors to attempt pole installation for a maximum of 2 hours. Buyer approval will be sought when pole installation exceeds 2 hours and abandoned if FSC cannot obtain approval in a timely manner.
- (23) **Contaminated Sites.** FSC is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. FSC will not knowingly approve installation at any site containing contaminants. Buyer must inform FSC when known or suspected soil contaminants exist at any intended installation site.
- (24) **Site Cleanup.** Basic installation site cleanup includes installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional Site Restoration quotes are available.
- (25) **Waste Disposal.** Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.
- (26) **Work Hours.** All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.
- (27) **Project Reporting.** Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless pre-arranged otherwise by mutual agreement.
- (28) **Safety Requirements & Compliance.** FSC requires that all subcontractors and their employees follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of FSC equipment. Additional safety compliance requirements by Buyer may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.
- (29) **Project Delays.** FSC shall not be liable in any regard for delivery or installation delays or any failure to perform its obligations under this Agreement resulting directly or indirectly from change order processing, acts or failure to act by Buyer, unresponsive inspectors, utility companies and any other causes beyond the direct control of FSC, including acts of God, weather, local disasters of any type, civil or military authority, fires, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond FSC's reasonable control, whether similar or dissimilar to the foregoing.



August 25, 2022

City of Parkville

Attention: Aysen Abel
Public Works Director

Re: Electrical for Siren at 45 Hand Ensign Drive

Quote:

Trench 50' and install ½" PVC conduit to siren pole.
Install 10' of rigid conduit up pole to disconnect/jbox installed on pole by Siren Provider.
Install #10 cu wire for 240V, 30 amp circuit and breaker in existing panel.

TOTAL: \$1,750.00

Exclude: Utility company charges. Bond. Permit. Rock excavation. Concrete. Drawings.
Overtime/premium time. Private locates. Tax. Landscape repair, sod or seeding.

Submitted by

A handwritten signature in black ink, appearing to read 'Darren W. Mertz'.

DARREN W MERTZ,
Vice President/Estimator

Dwm/eam

PURCHASE ORDER
(non-construction)

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

Date: September 20, 2022

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

VENDOR: Federal Signal Corporation
Safety & Security Systems
2645 Federal Signal Drive
University Park, IL 60484

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

INVOICE TO: Police Chief, Kevin L. Chrisman, 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-SEVEN THOUSAND THIRTY-EIGHT**

DOLLARS AND 03/100 (\$27,038.03) for such materials, subject to any additions or deductions agreed upon in writing. **Freight charges are 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 **12-31-2022**.

ITEMS:

Electro-Mechanical Rotating Siren
Digital Controller, High Band
Include Faceplate on Kenwood Radio
Transformer Rectifier Plus
Airfreight Surcharge
Antenna
Antenna Mounting Bracket, Pole

Total \$27,038.03

See Attachment "A" – Terms and Conditions
See Attachment "B" – Insurance Requirements
See Attachment "C" – Quote
See Attachment "D" – MARC/KC RPC Agreement

SCHEDULE OF DELIVERY:

F.O.B.

10-14 weeks after ordered

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")

FEDERAL SIGNAL CORPORATION ("Vendor")

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

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 Cancellation 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.

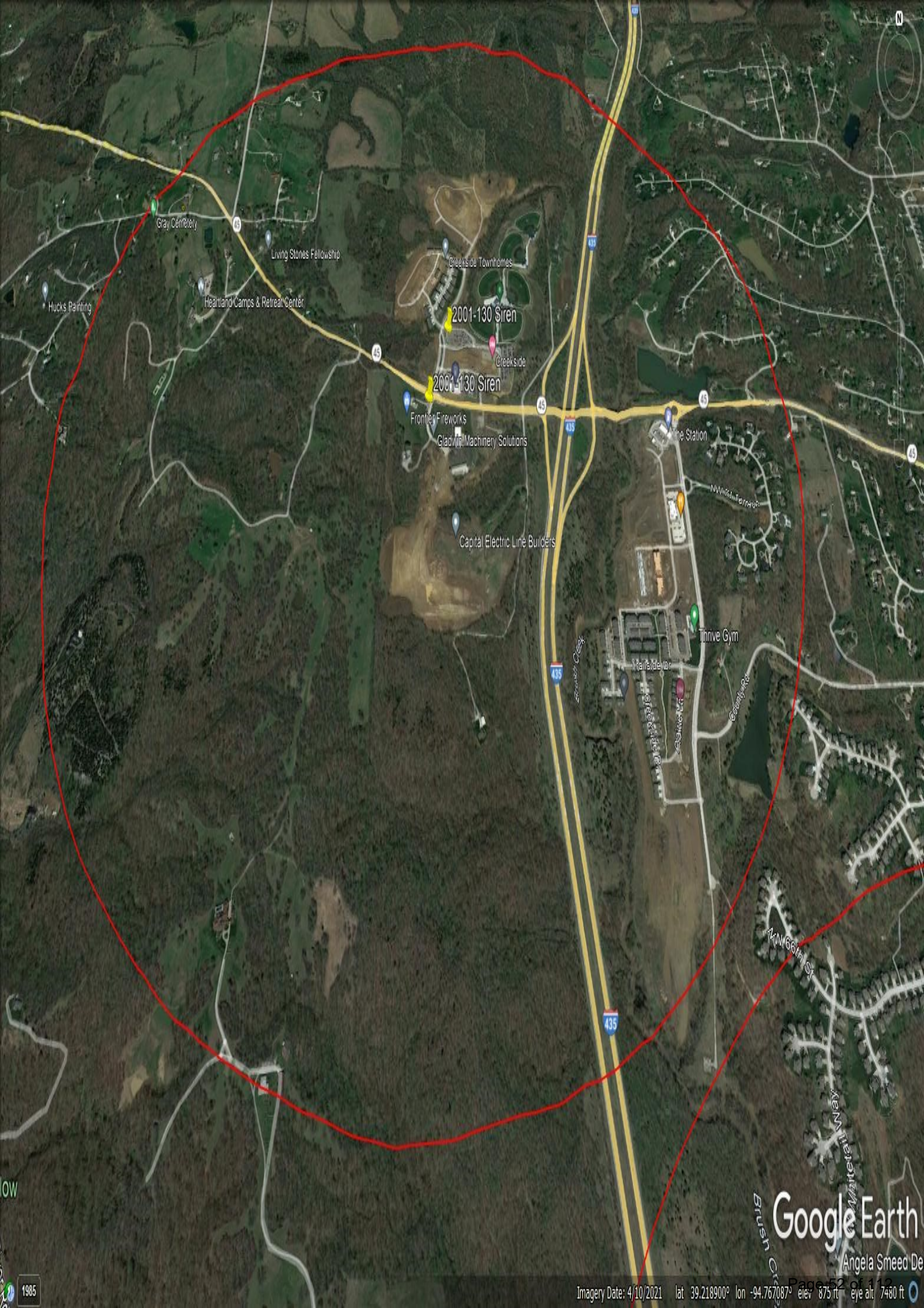
2.10 Insurance Primary. All policies of insurance provided pursuant to this article shall be written as primary policies, and not in excess of the coverage of the indemnitee's insurance.

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.



Google Earth

Angela Smeed De

CONTAINING 5.327 SQUARE FEET

TRACT
B

U/E
(696 SQ.FT. ±)

R=233.00'
L=185.53'
ITB:N29°43'21"W

ℳ ENSIGN DRIVE

POINT OF BEGINNING

N89°50'06"E
550.00'

SURVEYOR'S CERTIFICATION

I HEREBY DECLARE THAT THIS DRAWING AND THE DESCRIPTION SHOWN HEREON WERE PREPARED UNDER MY SUPERVISION, THAT THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY, AND THE PROPERTY LINES SHOWN HEREON HAVE NOT BEEN VERIFIED.

Blut Jung

ROBERT G. YOUNG, PLS-2007000089

05/18/2021
DATE

© COPYRIGHT 2021 R.L. BUFORD & ASSOCIATES, LLC

R.L. Buford & Associates, LLC

LAND SURVEYING - DEVELOPMENT CONSULTANTS
R.L. BUFORD & ASSOCIATES, LLC - MO CERT. OF
AUTHORITY LICENSE NO. LS-2010031977

P.O. BOX 14069, PARKVILLE, MO. 64152 (816) 741-6152

FOR

CITY OF PARKVILLE

SEC.-TWP.-RGE.
19-51-34

DATE	9/17/2020
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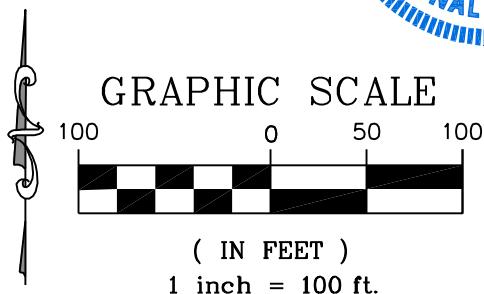
COUNTY
PLATTEFIELD BOOK
LOOSE LEAF

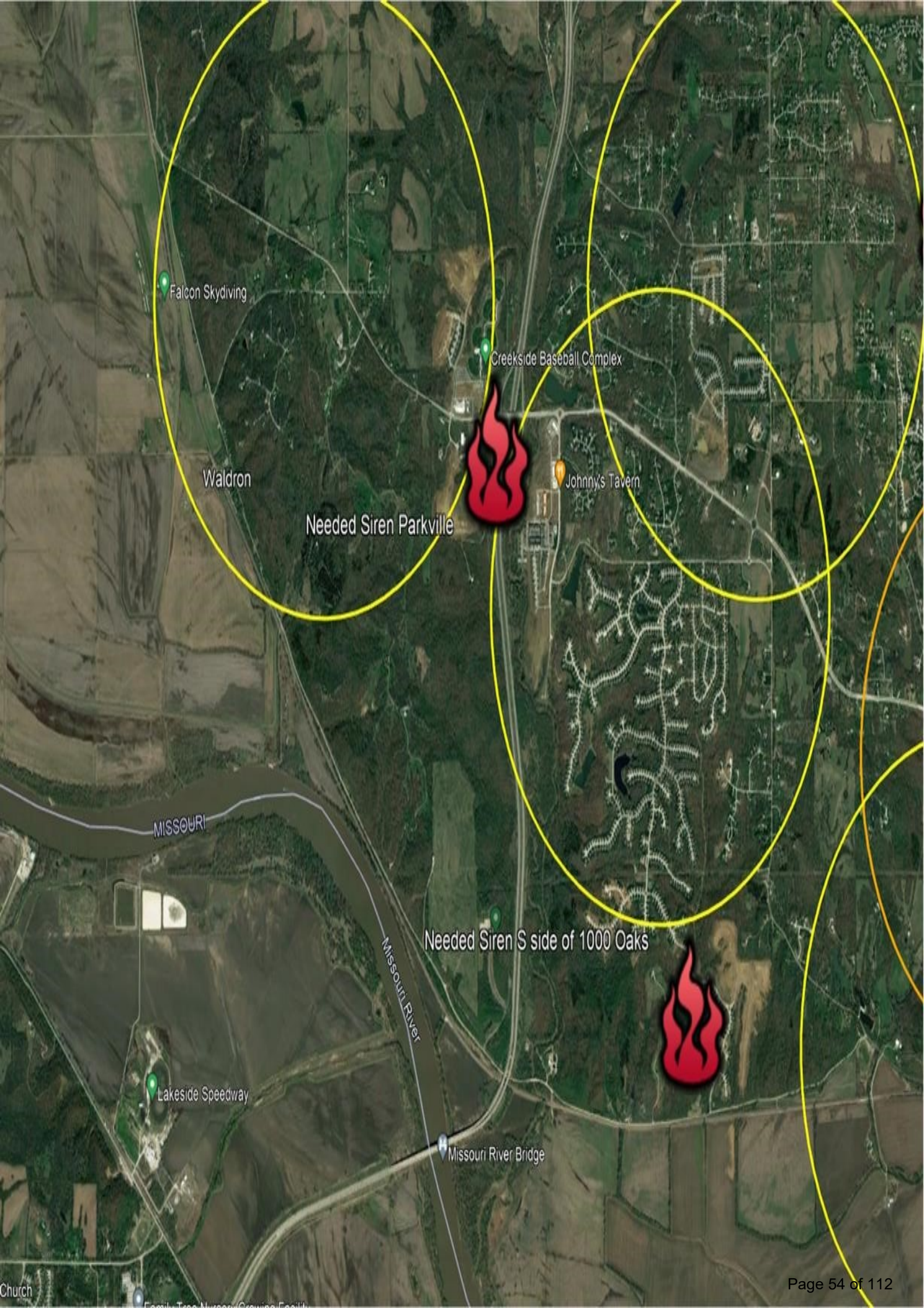
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P-21151

PAGE
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DRAWN BY
R.G.Y.

PLAT OF DESCRIPTION





Falcon Skydiving

Waldron

Needed Siren Parkville

Creekside Baseball Complex

Johnny's Tavern

MISSOURI

Lakeside Speedway

Needed Siren S side of 1000 Oaks

Missouri River

Missouri River Bridge

Church

CITY OF PARKVILLE
Policy Report

Date: August 31, 2022

Prepared By:

Stephen Lachky, Community Development
Director

Reviewed By:

Alexa Barton, City Administrator
Alysen Abel, Public Works Director

ISSUE:

Approve a preliminary engineering services agreement with Burlington Northern Santa Fe Railway Company for the Quiet Zone Project (Community Development)

BACKGROUND:

Burlington Northern Santa Fe (BNSF) Railway Company is the largest freight railroad network in North America, operating 32,500 miles of Class I railroad track in 28 states across the United States, including a railroad track through downtown Parkville. Approximately 45 trains per day travel this route and, over the years, residents, visitors and merchants have complained about the horn noise (up to 100 decibels) from trains traveling across the Main Street and East Street intersections. This issue has been noted in several Parkville Economic Development Council (EDC) studies, as well as in the *Vision Downtown Parkville* plan, as a top transportation priority for the community to address. Over the years, residents, members of the business community and Park University faculty have expressed their frustration with the volume and frequency of locomotive horn noise as it disrupts student learning as well as professional presentations, including university musical performances held by the International Center for Music.

QUIET ZONE:

A quiet zone is a section of railroad line at least 0.5 miles in length that contains one or more consecutive public grade crossings at which locomotive horns are not routinely sounded (train horns may still be sounded in emergency situations). Because the absence of routine horn sounds increases the risk of a crossing collision, the public authority establishing the quiet zone must mitigate this additional risk. At a minimum, each public highway-rail crossing within a quiet zone must be equipped with active warning devices:

- Flashing lights
- Gates
- Constant warning time devices (except in rare circumstances)
- Power out indicators (to alert train engineers that they need to sound their horns)

Typically, additional supplemental safety measures (SSMs) must be utilized to further minimize the risk associated with a quiet zone, including:

- Four-quadrant gates
- Roadway channelization and median barriers
- One-way roadway with gate(s)

- Permanent closure of nearby public crossing(s)

WAYSIDE HORNS:

An alternative to a full quiet zone is the implementation of wayside horns. Wayside horns replace the noise from train horns (the overall sound is greatly reduced) and are positioned at railroad crossings to direct sound down the road. When a train approaches, the wayside horn activates and directs sound down the road. In order to utilize wayside horns, railroad crossings must still have flashing lights, gates, constant warning time devices and power out indicators. While wayside horns do not eliminate warning noise. They are less costly and there is a reduction of noise over what is currently required by trains when approaching crossings.

PROCESS:

Due to the importance of reducing locomotive horn noise at the two railroad crossings downtown, staff researched the process for implementing quiet zone infrastructure. To establish a quiet zone, a local public agency must initiate the establishment process that includes working with a general engineering consultant and local Federal Railroad Administration (FRA) Crossing Manager to comply with all FRA guidelines. Staff previously met with Howard J. Gillespie (Regional Manager for Grade Crossing Safety & Trespass Prevention, FRA) to discuss the process for the City to establish a quiet zone in downtown. Staff also reached out to Jack Wright (Missouri Department of Transportation RR Crossing Division, FHWA) and Jeremy Wegner (Manager Public Projects – KS, MO, NE; BNSF Railway).

Once all agencies are on board, the next step in the process is a quiet zone diagnostic review. BNSF requires this review (i.e., preliminary engineering assessment) be conducted by their agency's third-party consultant — Benesch. The review examines the crossing type(s), the calculation of risks, and identifies Modified Supplementary Safety Measures (SSM) that can be implemented to mitigate risk associated with respective railroad crossing(s). BNSF has prepared a preliminary engineering services agreement in the amount of \$16,315 to conduct the quiet zone diagnostic review.

NEXT STEPS:

Once executed, City staff coordinates with all stakeholders (e.g., Public Works Department, BNSF, FHWA, FRA) to schedule a date for the on-site diagnostic assessment. Typically, this takes place 1-2 months after the agreement is executed. Based on the findings from the report, the City is free to implement any quiet zone infrastructure as long as it meets FRA requirements. The City then issues a "Notice of Intent" to BNSF and FRA, and a Request of Qualifications for construction services for the quiet zone improvements. Once a contractor has been selected, the final step is for the City to enter into an agreement with BNSF for the construction and maintenance of the improvements in the BNSF right-of-way.

BUDGET IMPACT:

Despite being identified as a top transportation priority for the community, this expenditure is not budgeted in the 2022-2026 Capital Improvement Program (CIP). This \$16,315 expenditure would come from the City's General Fund.

FUTURE COSTS:

Additional costs would be required in the future if the City moves forward with construction of quiet zone infrastructure in downtown. Staff utilized FRA's Quiet Zone Estimator Tool to calculate costs associated with various SSMs. The estimated costs for implementing SSMs in order to improve our downtown risk indexes and thresholds enough to be eligible for a quiet zone was approximately

\$280,000 per railroad crossing, totaling \$560,000. Actual costs could be even higher, as the City is also responsible for upgrading any BNSF equipment (e.g., interconnection boxes, signal circuitry) needing to be connected to the active warning devices. Moreover, the City would be responsible for ongoing maintenance of quiet zone infrastructure, which can be up to \$5,000 a year. BNSF does not contribute funding towards the establishment of quiet zones. As a result, the City would have to identify a funding source, including but not limited to:

- State and federal grants
- City's General Fund via programming project in a future CIP
- Grant funding via the Parkville Old Towne Market CID
- Partnership funding with Park University
- Creation of a Transportation Development District (TDD)
- Creation of a second Community Improvement District (CID)
- Increasing our operating tax levy
- Capital project municipal bond issuance
- Voter approval of a ½ percent capital improvement sales tax
- Voter approval of a 2% local use tax on out-of-state purchases

City staff reached out to its stakeholders to explore state and federal grant funding opportunities. While the majority of federal and state funds are not allowed for implementation of quiet zone infrastructure (including wayside horns), FRA issued a Notice of Funding Opportunity (NOFO) on September 2, 2022 for their Consolidated Rail Infrastructure and Safety Improvements Program. Under this program for Fiscal Year 2022, "safety engineering improvements to reduce risks in quiet zones or potential quiet zones," are eligible for federal funding. Applications are due December 1, 2022, and staff will pursue this opportunity based on feedback from this work session, as well as findings from an on-site diagnostic assessment of the downtown crossings (if pursued).

Another federal funding opportunity available to enhance rail safety is the Railroad Crossing Elimination (RCE) program; however, there are a number of issues with permanently eliminating either our Main St. or East St. railroad crossing:

- This significantly reduces and constrains emergency access to our riverfront parks system, which has 500-2,000 daily visitors.
- Our freight truck route from Hwy 9 and FF Hwy runs across both these crossings due to Main Street and 1st Street being very narrow and constrained.
- Our parade route goes across these two crossings and would be altered if a railroad crossing is removed.

ALTERNATIVES:

1. Recommend that the Board of Aldermen execute a preliminary engineering services agreement with BNSF Railway Company for the Quiet Zone Project.
2. Recommend the Board of Aldermen execute the agreement, subject to changes.
3. Do not recommend execution of the agreement and provide alternate directions to staff.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends that the Board of Aldermen execute a preliminary engineering services Agreement with BNSF Railway Company for the Quiet Zone Project.

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 execute preliminary engineering services agreement with BNSF Railway Company for the Quiet Zone Project in the amount of \$16,315.

ATTACHMENTS:

1. Draft Agreement
2. Train Horn and Quiet Zone Fact Sheet
3. Work Session Presentation 4/7/20



Contract Number: BF-20220427

PRELIMINARY ENGINEERING SERVICES AGREEMENT
Quiet Zone Project

BNSF File No.: BF-20220427
Mile Post 9.64 – 9.66
Line Segment 16
U.S. DOT Numbers 079389S and 079388K
St. Joseph Subdivision

This Agreement (**"Agreement"**) is executed to be effective as of _____, _____ (**"Effective Date"**), by and between BNSF RAILWAY COMPANY, a Delaware corporation (**"BNSF"**) and the CITY OF PARKVILLE, a political subdivision of the State of Missouri (**"Agency"**).

RECITALS

WHEREAS, BNSF owns and operates a line of railroad in and through the City of Parkville, State of MO;

WHEREAS, Agency has stated its intention to proceed initially with a project to conduct preliminary engineering for a proposed quiet zone (the **"Project"**) that include the crossings as identified in Exhibit A (**"Crossings"**);

WHEREAS, Agency has requested that BNSF perform certain preliminary engineering review services and other Work (defined below) with respect to its railroad facilities located at or near the Project site to facilitate Agency's evaluation of the feasibility of proceeding with the Project; and

WHEREAS, BNSF is agreeable to performing the Work, subject to the terms and conditions of this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:



Contract Number: BF-20220427

1) Scope of Work

As used herein, the term "**Work**" includes all work performed by BNSF, its employees, contractors, consultants, or other agents (collectively, the "**BNSF Parties**") pursuant to this Agreement, including, but not limited to: (a) conducting on-site visits including diagnostic evaluations; (b) performing preliminary engineering services; (c) developing cost estimates for construction of the Project; (d) preparing draft agreements including legal review; and (e) reviewing and/or providing comments on preliminary layouts or other designs, plans, and/or documents in connection with the Project.

2) Payment and Deposit for Work

Agency authorizes BNSF to proceed with the Work relating to the Project. Agency shall pay and reimburse BNSF for all actual costs and expenses that BNSF incurs in performing the Work, including without limitation: (a) labor, supplies, and material; (b) direct and indirect labor and contractor charges including additives; (c) delivery charges; (d) BNSF's additives and overhead, as such are in effect on the date BNSF prepares its final billing; and (e) all applicable taxes due, paid, or payable by BNSF on such products and services, including sales and use taxes, business and occupation taxes, and similar taxes (collectively, "**Actual Costs**"). BNSF's estimated cost for Work on this Project is sixteen thousand three hundred fifteen and no/100 dollars (\$16,315.00) ("**Estimated Cost**"). Any estimate provided by BNSF for the Work shall not be a limitation on the Work to be performed or the costs and expenses incurred, which Agency shall reimburse to BNSF in full.

During its performance of the Work pursuant to this Agreement, BNSF will send Agency progressive invoices detailing the costs of the Work performed to date. Agency must reimburse BNSF for completed Work within thirty (30) days of the date of the invoice for such Work. Upon final completion of the Work, BNSF will send Agency a detailed invoice of final costs. Agency must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past such thirty (30) or ninety (90) day terms, as applicable. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to Agency under this section.



Contract Number: BF-20220427

3) Scope and Limitations of Agreement

The parties acknowledge that entering into this Agreement does not of itself obligate either BNSF or Agency to participate in the construction of the Project. If Agency elects to proceed with the Project after the Work is performed, then BNSF and Agency agree to enter into negotiations for appropriate agreements regarding the construction of the Project and other related activities. Nothing in this Agreement — including BNSF's performance of the Work — shall obligate BNSF to enter into any subsequent agreement or otherwise permit the Project *except and subject to* any terms and conditions that BNSF may subsequently approve in its sole discretion.

The Project is understood to be undertaken, in whole or in part, as part of Agency's proposal to seek to establish and/or maintain a quiet zone in accordance with 49 CFR Part 222 ("**Quiet Zone**"). Agency acknowledges that BNSF does not recommend the establishment of a Quiet Zone and believes that, if not properly accounted for with appropriate safety enhancements, the elimination of the train horn can be detrimental to safety. The train horn is intended to alert the motoring and pedestrian public of train movement, and Agency is responsible for using the requirements provided at 49 CFR Part 222 as a minimum guideline in any approach to creating a situation where the train horn is eliminated. The Work to be performed by BNSF for the Project is not intended to be an endorsement or approval of the use of the Crossing or of any facilities or equipment to be installed by BNSF for the purposes of establishing or maintaining a Quiet Zone. Notwithstanding anything to the contrary in this Agreement, BNSF's review, approval, and/or other participation in the Project or any element thereof, including the Work performed by the BNSF Parties hereunder, are expressly limited to — and are intended and understood by the parties to be in furtherance of — BNSF's railroad purposes, and are not in furtherance of Agency's purposes in undertaking the Project.

BNSF is providing the Work — including without limitation the design, selection, or provision of signal equipment and other Crossing appurtenances or BNSF's modifications under or subsequent to this Agreement, including the review or adequacy of any existing equipment or appurtenances — in consideration of BNSF's subjective standards for its railroad purposes only. Consequently, the Work shall in no way be construed or deemed to be BNSF's recommendation, condition, or direction to Agency, nor shall the Work be construed or deemed to be BNSF's opinion or approval that the plans and specifications or any work intended or completed on the Project (a) is appropriate for any other purpose including Agency's use of the Crossing for highway purposes; (b) is structurally sound; or (c) meets applicable standards, regulations, laws, statutes, local ordinances, and/or building codes. No benefits to Agency or any third party are provided, intended, or implied



Contract Number: BF-20220427

herein. Agency shall at all times be solely responsible for the adequacy and compliance of all design elements of the Project for highway and other public purposes. **AGENCY SHALL WAIVE ANY CLAIMS AGAINST BNSF FOR — AND SHALL RELEASE BNSF FROM — ANY AND ALL CLAIMS WHICH MAY OR COULD RESULT FROM THE WORK PERFORMED HEREUNDER, AND IF APPLICABLE TO THE FULLEST EXTENT PERMITTED BY LAW, AGENCY SHALL INDEMNIFY BNSF FOR AND HOLD IT HARMLESS FROM AND AGAINST ANY SUCH CLAIMS.** Agency is solely responsible for obtaining regulatory approvals consistent with this Agreement.

AGENCY is solely responsible for establishing, and if approved, maintaining compliance of any Quiet Zone authorized by the Federal Railroad Administration, at its sole expense. Any additional work or equipment required to be installed at the Crossing as the result of the establishment of a Quiet Zone shall be at no cost to BNSF.

4) No Right of Entry

Nothing in this Agreement shall be construed as providing Agency or its contractors, consultants, or other agents any right of entry upon property owned or occupied by BNSF. Any preliminary engineering or other work required by Agency in connection with the Project necessitating entry upon BNSF's railroad right-of-way shall only be conducted as authorized by a separate written permit obtained by Agency from BNSF for such entry ("**Entry Permit**").

The Entry Permit will provide that any on-site visits, including diagnostic evaluations, by Agency and its parties required for the Project shall be conducted only from adjoining properties, and Agency shall ensure that no attendees enter or remain on BNSF's right-of-way, except when using an authorized highway-rail crossing designated for such purpose.

Agency or its agents must contact BNSF's Manager of Public Projects, Jeremy Wegner at Jeremy.Wegner@bnsf.com, or BNSF's permitting agent Jones Lang LaSalle Brokerage, Inc. ("**JLL**") at <http://bnsf.railpermitting.com/> to obtain the required Entry Permit prior to any entry.

5) Disclaimer

BNSF GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER, OF OR FOR THE WORK PERFORMED PURSUANT TO THIS AGREEMENT OR ANY REPORT OR OTHER DELIVERABLE WHICH BNSF MAY FURNISH TO AGENCY PURSUANT TO THIS AGREEMENT. BNSF SHALL IN NO WAY BE RESPONSIBLE FOR AGENCY'S PROPER RELIANCE UPON,



Contract Number: BF-20220427

INTERPRETATION OF, OR OTHER USE OF THE WORK. BNSF IS NOT A CONTRACTOR, AGENT, PARTNER, OR JOINT VENTURER OF AGENCY BECAUSE OF THIS AGREEMENT OR BECAUSE OF BNSF'S PERFORMANCE OF THE WORK. LIKEWISE, THE BNSF PARTIES WHO MAY ASSIST BNSF IN PERFORMING THE WORK ARE DOING SO FOR BNSF'S BENEFIT ONLY, AND ARE NOT — AND SHALL NOT BE DEEMED TO BE — CONTRACTORS, SUBCONTRACTORS, OR AGENTS OF AGENCY.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

City of Parkville

BNSF Railway Company

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: Manager Public Projects

Accepted and effective this ____ day of _____, 20____.



Contract Number: BF-20220427

Exhibit A

Main St. 079389S

East St. 079388K





Federal Railroad Administration Locomotive Horn Sounding and Quiet Zone Establishment Fact Sheet

Why Do Locomotives Need to Sound Their Horns?

Since their inception, railroads have sounded locomotive horns or whistles in advance of grade crossings and under other circumstances as a universal safety precaution. During the 20th century, nearly every state in the nation enacted laws requiring railroads to do so. Some states allowed local communities to create “whistle bans” where the train horn was not routinely sounded.

In accordance with a statutory mandate, FRA issued regulations which took effect in 2005 that require locomotive horns be sounded in advance of all public highway-rail crossings, and provide local communities the option of silencing them by establishing quiet zones. Under the Federal regulation, locomotive engineers must sound train horns for a minimum of 15 seconds, and a maximum of 20 seconds, in advance of all public grade crossings, except:

- If a train is traveling faster than 45mph, engineers do not have to sound the horn until it is within $\frac{1}{4}$ mile of the crossing, even if the advance warning is less than 15 seconds.
- If a train stops in close proximity to a crossing, the horn does not have to be sounded when the train begins to move again.
- A “good faith” exception at locations where engineers can’t precisely estimate their arrival at a crossing.

Wherever feasible, train horns must be sounded in a standardized pattern of 2 long, 1 short and 1 long and the horn must continue to sound until the lead locomotive or train car occupies the grade crossing. The minimum volume level for locomotive horns is 96 decibels and the maximum volume level is 110 decibels.

Establishing a Quiet Zone

Only local governments or public agencies may establish a quiet zone, which must be at least $\frac{1}{2}$ mile in length, and have at least one public highway-rail grade crossing. Every public grade crossing in a quiet zone must be equipped at minimum with the standard or conventional automatic warning devices (i.e. flashing lights and gates). Communities have the option to establish partial quiet zones restricting locomotive horn sounding during overnight hours between 10:00 P.M. to 7:00 A.M.

Local governments must work in cooperation with the railroad that owns the track, and the appropriate state transportation authority to convene a diagnostic team to assess the risk of collision at each grade crossing where they wish to silence the horn. An objective determination is made about where and what type of additional safety engineering improvements are necessary to effectively reduce the risk associated with silencing the horns based on localized conditions such as highway traffic volumes, train traffic volumes, the accident history and physical characteristics of the crossing, including existing safety measures.

Examples of additional safety engineering improvements that may be necessary to reduce the risk of collisions include: medians on one or both sides of the tracks to prevent a motorist from driving around a lowered gate; a four-quadrant gate system to block all lanes of highway traffic; converting a two-way street into a one-way street; permanent closure of the crossing to highway traffic; or approved variations of these treatments.

As an alternative to quiet zones, communities may also choose to silence locomotive horns through the installation of wayside horns at each crossing (train-activated stationary acoustical devices directed at highway traffic), as a one for one substitute for train horns.

Once all necessary safety engineering improvements are made, the local community must certify to FRA that the required level of risk reduction has been achieved. A quiet zone may only take effect after all necessary safety measures are installed and operational.

Notably, in a quiet zone engineers have no legal duty to sound the horn, but may exercise discretion during emergency situations (i.e. the presence of a vehicle or a person on the track). Under federal regulations, engineers must sound the horn to warn railroad maintenance employees or contractors working on the tracks. If a railroad or individual engineer fails to sound the locomotive horn as required or is unnecessarily sounding the horn in an established quiet zone, they are subject to enforcement action by FRA.

Pre-Rule Quiet Zones In some locations, communities had legacy “whistle bans,” which were established by local ordinance or through agreements with railroads in accordance with state laws, or through informal agreements honored or abided by a railroad. Whistle ban communities were required by law and FRA’s regulations to affirmatively state their intention to preserve them by submitting specific paperwork converting the ban to a “pre-rule quiet zone.” Those that failed to do so lost their special status and railroads resumed routine sounding of horns. Pre-rule quiet zone communities that completed the required paperwork were granted an extended grace period (from 5 to 8 years) to achieve compliance with certain rule requirements.

Additional information can be found at: <http://www.fra.dot.gov/Page/P0104>

FRA Office of Public Affairs
(202) 493-6024
www.fra.dot.gov
February 2013

Downtown Parkville Quiet Zone

Board of Aldermen – Work Session

April 7, 2020



Public Railroad Crossings

East Street



Main Street



Private Railroad Crossings

Ball Equipment



Sewer Plant



Train Horn Rule

- Law enacted by Congress is 1994.
- Required FRA to issue regulation for sounding of horns at public highway-rail grade crossings.
- Nationwide standards established June 24, 2005.
- The rule allows establishment of “quiet zones”.



What is a Quiet Zone?



- Is a section of railroad line.
- Must be at least 0.5 miles in length.
- Must include 1 or more consecutive public grade crossings.
- Locomotive horns are NOT routinely sounded.

Potential Quiet Zone Boundary



Active Warning Devices

- At a minimum must be installed at each highway-rail crossing. This includes:
- Flashing Lights
- Gates
- Constant warning time devices
- Power out indicators



Supplemental Safety Measures (SSM)

Four-Quadrant Gates



Roadway Channelization and Median Barriers



Supplemental Safety Measures (SSM)

One-Way Roadway with Gate(s)



Permanent Closure of nearby Public Crossing(s)



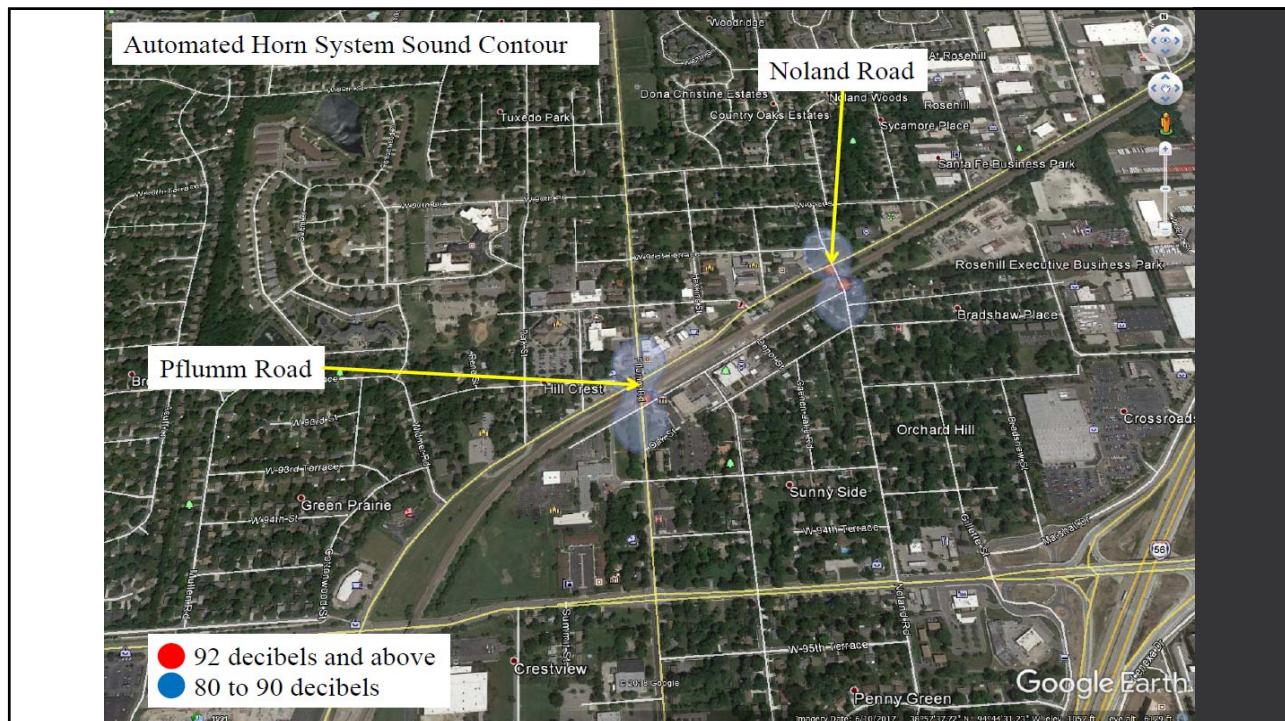
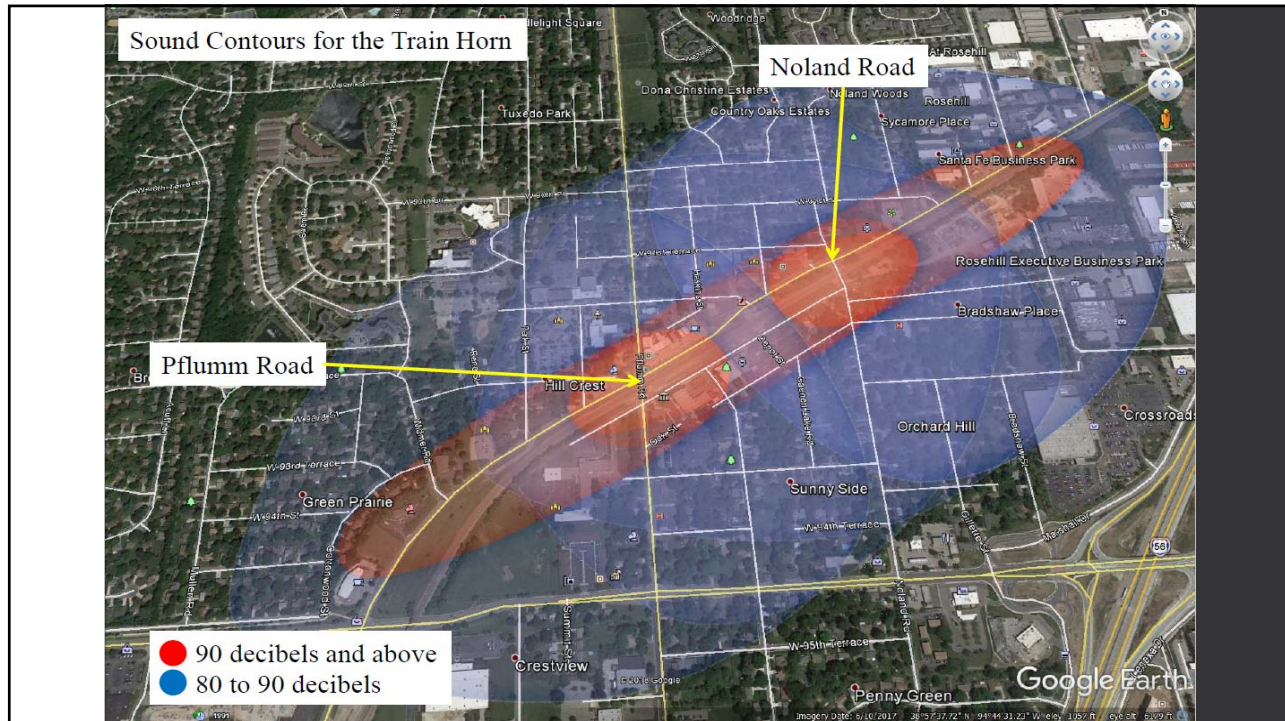
Wayside Horns

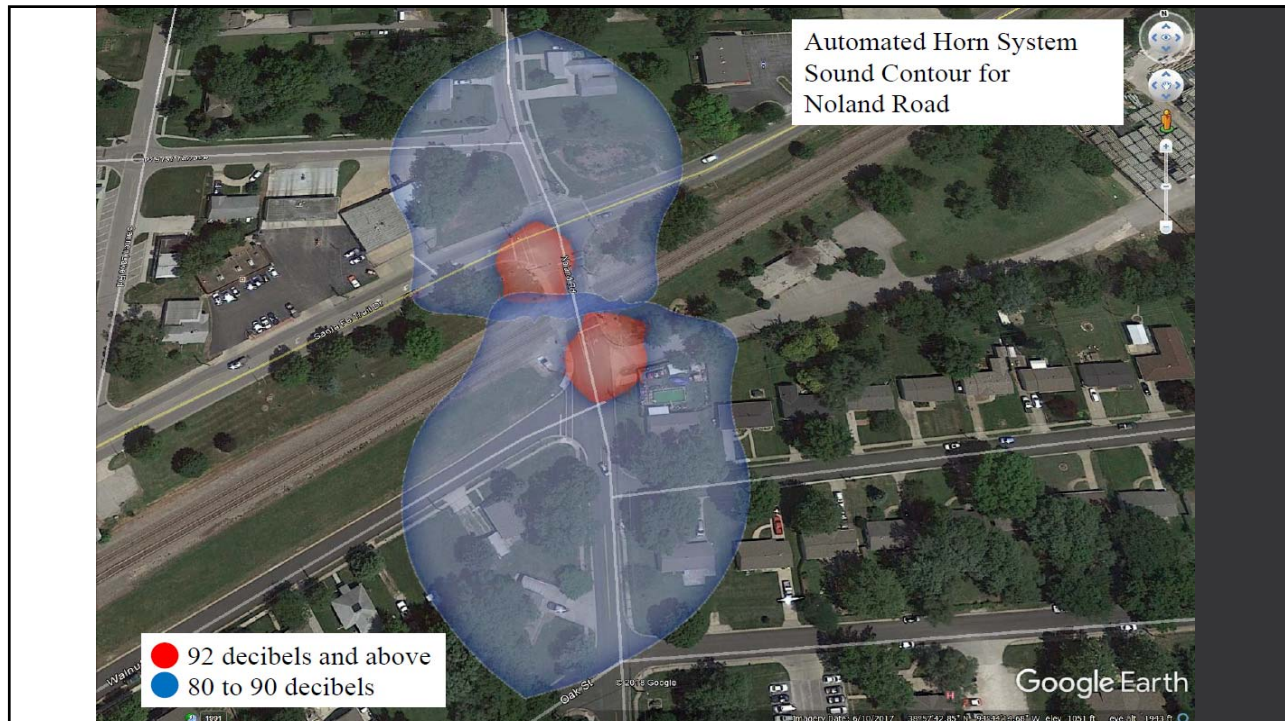
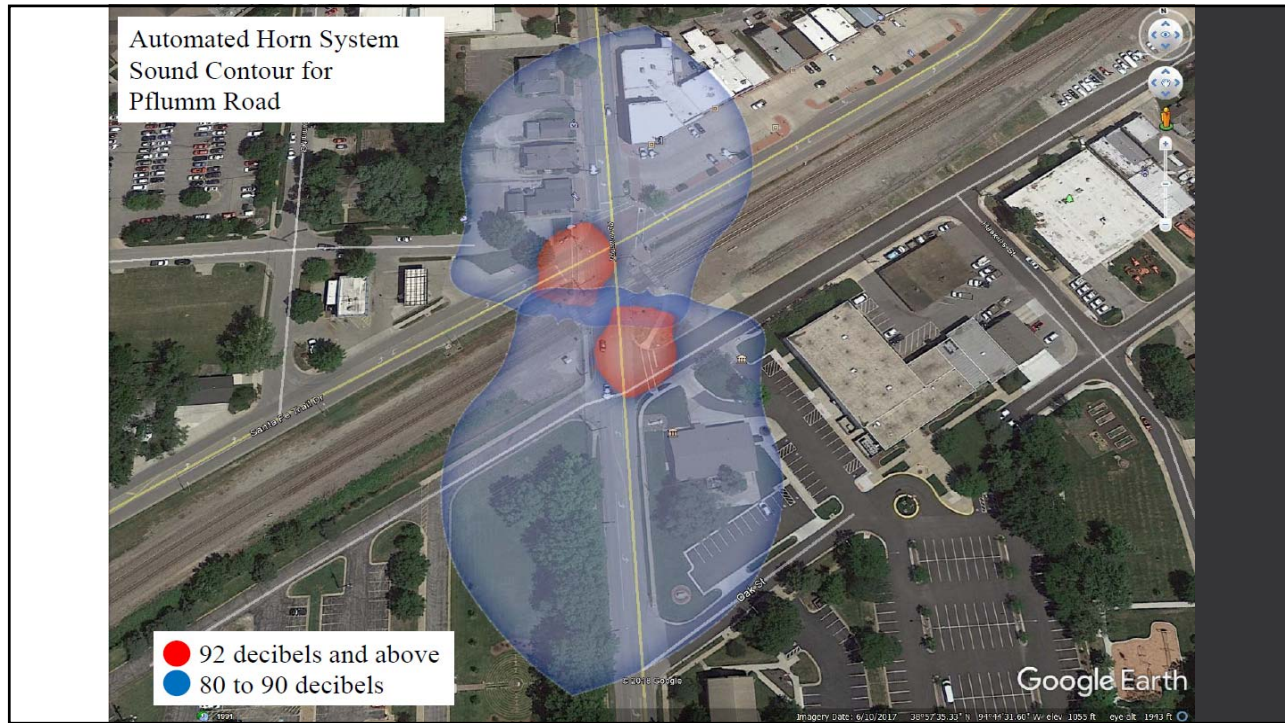


- An alternative to a full quiet zone.
- Replace noise from trains by devices placed at railroad crossings.
- Must still have:
 - Flashing lights
 - Gates
 - Constant warning time devices
 - Power out indicators

Lenexa, Kansas Case Study

Old Town Lenexa area





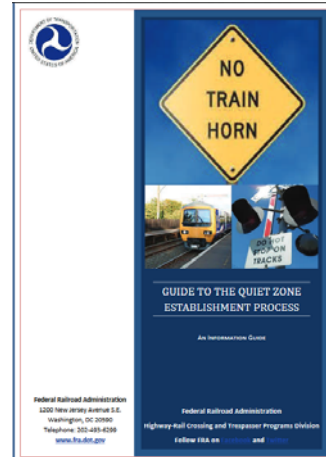
Merriam, Kansas New Installation – Wayside Horns

Merriam, KS Wayside Horns

- CTC out of Ft. Worth, TX provided all the WH equipment and labor needed for the wayside horn system as well as the permits from KCPL. The CTC cost for all three locations was \$216,250.
- One location is Johnson Drive, just west of I-35, [across I-35 from IKEA]
- BNSF cost for additional equipment, labor and engineering differed for each location.
 - One location required many extra relays, modules, event recorders and wire due to the track switching capabilities at that particular location as well as a new Bungalow - \$137,768.
 - The other two locations didn't need much other than new relays, modules, event recorders and wire. Those two locations cost \$33,515 and \$33,451.
- Total cost for three locations: \$420,784

Quiet Zone Establishment Process

- Local public agencies must initiate process.
- Work with general engineering consultant and local FRA Crossing Manager.
- Complete a calculation of Quiet Zone Risk Index (QZRI)



QZRI Score

- Score is compared against:
 - Risk Index with Horns (RIWH)
 - National Significant Risk Threshold (NSRT)
- If QZRI Score falls below thresholds, proposed crossing is eligible for a quiet zone.
- If QZRI Score needs improvement, a community can implement Supplemental Safety Measures to have a quiet zone. ****Likely Required for Parkville Crossings.**

Quiet Zone Calculator Tool**

Print This Page

QUIET ZONE CALCULATOR

Home | Help | Contact | Logoff [\(parents@parkvillemo.gov\)](#)

Cancel Change Scenario: MAIN STREET_55581 Continue

Crossing	Street	Traffic/Warning Device	Pre-SSM	SSM	Risk
0793895	MAIN ST	932 Gates	0	8	5,476.76

Create New Zone Manage Existing Zones Log Off

* Only Public At Grade Crossings are listed.

ALERT: Quiet Zone qualifies because SSM has been applied in each crossing.

Click for [Supplementary Safety Measures \(SSM\)](#)

Click for ASM spreadsheet: [ASM](#) * Note: The use of ASMs requires an application to and approval from the FRA.

Summary:

Proposed Quiet Zone:	Main Street
Type:	New 24-hour QZ
Scenario:	MAIN STREET_55581
Estimated Total Cost:	\$280,000.00
Nationwide Significant Risk Threshold:	13811.00
Risk Index with Horns:	18241.29
Quiet Zone Risk Index:	5476.76

Select

Step by Step Instructions:

Step 1: To specify New Warning Device (For Pre-Rule Quiet Zone Only) and/or SSM, click the **NOQUIET** Button

Step 2: Select proposed warning device or SSM. Then click the **UPDATE** button. To generate a spreadsheet of the values on this page, click on **SSM** button—This spreadsheet can then be used for ASM calculations.

Step 3: Repeat Step (2) until the **SELECT** button is shown at the bottom right side of this page. Note that the **SELECT** button is shown **ONLY** when the Quiet Zone Risk Index falls below the NSRT or the Risk Index with Horns.

Step 4: To save the scenario and continue, click the **SELECT** button

Main Street Crossing – Risk Threshold and Supplemental Safety Measures

- National Significant Risk Threshold (NSRT): **13,811**
- Current Main Street Crossing NSRT: **18,241**
- Quiet Zones with Supplemental Safety Measures:
 - Four-Quadrant Gates, No Vehicle Presence Detection: NSRT: **5,477**
Cost: \$280,000
 - With Vehicle Presence Detection: NSRT: **6,988** Cost: \$308,000
 - Four-Quadrant Gates with medians, no Vehicle Presence Detection: NSRT: 2,434 Cost: \$295,000
 - With Vehicle Presence Detection: NSRT: **2,434** Cost: \$320,000

SSM Costs: Dollar estimates that are provided for SSMs are only for order of magnitude comparison between scenarios generated by the calculator and are not reflective of what the actual costs may be.

Next Steps – Explore Options

1. Wayside Horns
 - a) Field Trip to Merriam, Kan. Site
 - b) Seek additional background from Lenexa, Kan. staff
2. Quiet Zones – Next Slide

Next Steps – Engineering & Design

1. Approach BNSF regarding preliminary engineering & design.
2. Utilization of the City's on-call transportation engineer to further study the railroad crossings and estimate costs.
3. Costs for both are the responsibility of the City.

Next Steps – Funding

1. Identify a new funding source:
 - a) Roll into an extension of the City's Temporary Tax Levy for Capital Improvements
 - b) Create a Transportation Development District (TDD)
 - c) Seek voter approval for a ½ percent Capital Improvement Sales Tax
2. Utilize Existing Funds
 - a) Utilize General Fund by programming into the Capital Improvements Program (CIP)
 - b) Approach Parkville Old Towne Market Community Improvement District (POTMCID)

Questions?

CITY OF PARKVILLE
Policy Report

Date: September 7, 2022

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Alexa Barton, City Administrator

ISSUE:

Approve a construction agreement with She Digs It for the Wastewater Treatment Plant Aeration Basin Diffuser and Stair Reconstruction project (Public Works)

BACKGROUND:

The wastewater treatment facility uses aeration to help process the wastewater. The existing diffusers are over 12 years old and need to be reconstructed. In order to do this, the tank will need to be drained so that the new equipment can be installed; the work will be contracted separately. The 2022 Capital Improvement Program (CIP) includes the aeration basin diffuser replacement and the replacement of the concrete stairs to the sewer plant building. For economies of scale, these projects were combined.

On May 5, 2022, the City Administrator approved Work Authorization No. 145 with North Hills Engineering for the design and project management associated with the project. Since that time, North Hills has prepared the design and bid documents and the bid documents were released in July. Three contractors responded to the bid request. She Digs It (SDI) was the low bidder and they previously worked on projects for the City.

BUDGET IMPACT:

The Sewer Fund includes a total of \$75,000 for the project. There is \$45,000 included in the Sewer Fund for the Aeration Basin Diffuser Reconstruction and \$30,000 for the Stair Reconstruction. This contract is within budget at \$59,288.

ALTERNATIVES:

1. Approve a construction agreement with She Digs It for the aeration basin diffuser and stair reconstruction.
2. Provide direction to staff related to the reconstruction project.
3. Do not approve the construction agreement.
4. Postpone this item.

STAFF RECOMMENDATION:

Staff recommends the approval of the construction agreement with She Digs It (SDI) for the reconstruction of the aeration diffuser and stairs at the wastewater treatment facility.

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 She Digs It for the Aeration Basin Diffuser and Stair Reconstruction project in the amount of \$59,288.

ATTACHMENTS:

1. Bid Tabulation
2. Draft Agreement

BID TABULATION

WWTF Aeration Basin Repairs - 2022
Bid Opening Tuesday, August 16, 2022
10:05 a.m., Public Works Conference Room

Bidder Name	TOTAL
*She Digs It, LLC Blue Springs, MO	\$59,288
Clean Infusion, LLC Columbia, MO	\$88,600
Mega KC NKC, MO	\$97,500

(*) Recommended Award of Purchase

CITY OF PARKVILLE, MO

**AGREEMENT BETWEEN CITY OF PARKVILLE
AND CONTRACTOR
FOR**

PUBLIC IMPROVEMENT OF:

WWTF AERATION BASIN REPAIRS - 2022

This agreement is made and entered into this **20th day of September, 2022** by and between the City of Parkville, Missouri, (hereinafter the "City") and SHE DIGS IT, LLC (hereinafter the "Contractor").

WITNESSETH:

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and evaluated the Bids submitted, and as a result of this process has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly selected the Contractor for award of a contract therefor upon the terms and conditions set forth in this Agreement for the sum or sums stated below.

WHEREAS, the City has caused to be prepared, in accordance with the law, Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other documents as identified below and as further defined in the General Conditions (collectively referred to as "the Contract Documents"), for the work therein described, and has approved and adopted these said Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for furnishing construction materials, labor, tools, equipment and transportation necessary for, and in connection with, the construction of public improvements in accordance with the terms of this Agreement; and

WHEREAS, the Contractor, in response to the advertisement, has submitted to the City, in the manner and at the time specified, a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and evaluated the Bids submitted, and as a result of this evaluation has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly selected the Contractor for award of a contract therefor upon the terms and conditions set forth in this Agreement for the sum or sums set forth below.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors and the Contractor for itself, its, successors and assigns, as follows:

ARTICLE I. The Contractor will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work designated, described and required by the Contract Documents, to wit:

all in accordance with the Contract Documents, on file with the City Clerk of Parkville, Missouri, all of which are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Kansas and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. The City shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of **FIFTY-NINE THOUSAND, TWO HUNDRED NINETY-EIGHT DOLLARS AND NO/100 (\$59,298.00)** (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

ARTICLE III. The contractor shall commence work upon the date stated in the Notice to Proceed and will complete all work within **90 days of the NOTICE TO PROCEED**. In addition, from the time Contractor mobilizes to the site, all improvements shall be complete within 30 calendar days. Time is of the essence. Accordingly, liquidated damages shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in the amount of **\$200.00** for each and every calendar day the work remains incomplete over the specified completion time. Additional time requirements are set forth on the Drawings.

ARTICLE IV. This Agreement shall not become effective, nor shall Contractor commence any work hereunder, until the City has received, and approved, the Certificate of Insurance and Additional Insured-and Notice of Cancellation Endorsements, the fully executed Performance and Payment Bonds with Powers of Attorney, and the list of proposed Subcontractors from Contractor.

ARTICLE V. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Missouri.

ARTICLE VI: The following documents are made part of this agreement by reference:

Contractor's Bid Form and attachments.

Exhibit A	General Conditions of the Contract
Exhibit A-1	Special Conditions of the Contract
Exhibit B-1	Performance Bond
Exhibit B-2	Payment Bond
Exhibit B-3	Maintenance Bond
Exhibit C	List of Plans (by sheet number and date), including all addenda thereto
Exhibit D	List of Specifications (by Section number) including all addenda thereto
Exhibit E	Contractor's Affidavit Acknowledging Federal Lobbying Activities and Conflict of Interest Prohibition
Exhibit F	Sales tax exemption documentation forms
Exhibit G	Contractor's Affidavit of Compliance with Non-Discrimination and Equal Employment Opportunity Laws
Exhibit H	Affidavit of Compliance with Safety Training Requirements (§292.675 R.S. Mo.)
Exhibit I	Affidavit of Compliance with R.S. Mo §285.530.6
Exhibit J-1	Applicable Missouri Prevailing Wage Rates
Exhibit J-2	Prevailing Wage Rate Reporting Form
Exhibit J-3	Certification of Compliance with Prevailing Wage Requirements
Exhibit K	Insurance Requirements
Exhibit L	Bill of Sale
Exhibit M	Bailment Agreement
Exhibit N	Conditional Partial Waiver of Lien and Release of Claims
Exhibit O	Conditional Final Waiver of Lien and Release of Claims
	Certificate of Substantial completion
	Certificate of Final Completion
	Construction Change Directive
	Change Order

WITNESS WHEREOF, the City of Parkville, Missouri, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed thru counterparts of this contract in the prescribed form and manner, the 30th day of August, 2022.

CITY OF PARKVILLE, MISSOURI

By: DEAN KATERNDAHL

Title: Mayor

ATTEST:

Melissa McChesney, City Clerk

SHE DIGS IT, LLC

By _____

(SEAL)

Title

(If the Contract is not executed by the President of the Corporation or general partner of the partnership, please provide documentation, which authorizes the signatory to bind the corporation or partnership. If a corporation, Contractor shall furnish the City a current certificate of good standing, dated within ten (10) days of the date of this Contract.)

BID FORM
UNIT PRICE
WWTF AERATION BASIN REPAIRS - 2022
FOR
CITY OF PARKVILLE, MISSOURI

Submitted By: SHEBBS JT LLC

To: City of Parkville, Missouri:

THE UNDERSIGNED BIDDER, having examined the Instructions to Bidders, Contract Forms, Drawings, Specifications, General Conditions, Special Conditions, and other related Contract Documents referred to herein, and any and all Addenda thereto; the location, arrangement, and construction of existing railways, highways, streets, roads, structures, utilities, and facilities which affect or may be affected by the Work; the topography and condition of the site of the Work; and being acquainted with and fully understanding (a) the extent and character of the Work covered by this Bid Form; (b) the location, arrangement, and specified requirements of and for the proposed structures and miscellaneous items of Work appurtenant thereto; (c) the nature and extent of the excavations to be made, and the type, character and general condition of the materials to be excavated; (d) the necessary handling and re-handling of excavated materials; (e) all existing and local conditions relative to construction difficulties and hazards, labor, transportation, hauling, trucking and rail delivery facilities; and (f) all local conditions, laws, regulations, and all other factors and conditions affecting or which may be affected by the performance of the Work required by the Contract Documents.

HEREBY PROPOSES and agrees, if this Bid is accepted, to enter into agreement in the form attached hereto, and to perform all Work and to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor; and to construct, install, erect and complete all Work stipulated in, required by, in accordance with the Contract Documents and other terms and conditions referred to therein (as altered, amended, or modified by any and all Addenda thereto) at the prices set forth in the following Schedule of Prices.

Bidder hereby agrees to commence Work under this Contract on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. The Bidder agrees to fully complete all Work within the time frame as provided for in the Agreement.

Bidder further agrees, if the Bid is accepted, to pay as an agreed amount of liquidated damages at the rate of \$200.00 per day, as provided in the Agreement, General Conditions, and Special Conditions.

Bidder accepts the provisions of the Instructions to Bidders regarding disposition of Bid Security.

Bidder acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

No. _____	Dated: _____
No. _____	Dated: _____
No. _____	Dated: _____
No. _____	Dated: _____
No. _____	Dated: _____

Failure to furnish all information requested below may be cause for rejection of the Bid.

Bidder agrees, if the Bid is accepted, to perform all the Work described in the Contract Documents, including all Addenda, for the prices set forth in the "Schedule of Unit Prices" presented at the end of this Section. In case of a discrepancy between the Unit Price and the Extension Figure, the Unit Price shall be considered to be the Bid.

TOTAL BASE BID PRICE (IN WORDS AND FIGURES)

<u>Fifty-Nine Thousand, Two Hundred and Ninety - Eight</u>	
_____ Dollars & no/cents <u>59,298.00</u>	
(Words)	(Figures)

Award shall be based on the City's evaluation of prices and other factors affecting the responsibility and responsiveness of Bidders. The City reserves the right to award all, some or none of the items identified above to the successful bidder.

The undersigned hereby agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

The undersigned hereby agrees to enter into Contract on the attached Agreement Form within fifteen (15) consecutive calendar days from the receipt of Notice of Award from the City's acceptance of this Bid, and to complete said Work within the indicated number of consecutive calendar days from the Effective Date of the Agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

Bidder has submitted with this Bid its Bid Security as required by the Instructions to Bidders. Bidder further understands that, if the City has specified in the Instructions to Bidders that Performance, Payment, and Maintenance Bonds are required, that the Bidder's failure to submit them on the forms provided and in compliance with all requirements may result in rejection of this Bid.

If this Bid is accepted and should Bidder for any reason fail to sign the Agreement within fifteen (15) consecutive calendar days as above stipulated, the Bid Security which has been made this day with the City shall, at the option of the City, be retained by the City as liquidated damage for the delay and expense caused the City, but shall not be deemed to limit the Bidder's liability for all of the City's damages;; but otherwise, it shall be returned to the undersigned in accordance with the provisions set forth in the Instructions to Bidders.

The undersigned acknowledges that the City retains the option to accept or reject any bid for any reason.

Dated at _____ this 16TH day of AUGUST, 20 22.

LICENSE or CERTIFICATE NUMBER, if applicable _____

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL:

[Signature] OPERATING MANAGER Doing Business As
Signature and Title
SHEDDIS IT LLC
Name of Firm

Business Address of Bidder: 600 SE CENTER DR
BLVD SPRING MO 64011
Telephone No. 816-295-1100
Email MIKE@SHEDDISIT.COM

IF A PARTNERSHIP:

Name of Partnership

Member of Firm

Business Address of Bidder: _____

Telephone No. _____
Email _____

IF A CORPORATION:

Name of Corporation
By _____
Signature & Title

ATTEST: _____ (CORPORATE SEAL)

Business Address of Bidder: _____

Telephone No. _____
Email _____

If Bidder is a Corporation, supply the following information:

State in which Incorporated: _____

Name and Address of its: President _____
Secretary _____

City of Parkville - WWTF Aeration Basin Repairs - 2022

Schedule of Unit Prices:

Item	Description	Qty.	Unit	Unit Price	Extension
1	Mobilization (Limited to 8% of total Bid Price)	1	LS	\$ 4,715.00	\$ 4,715.00
2	Replace existing diffuser membranes in Aeration Basin #1.	1	LS	\$ 12,660.00	\$ 12,660.00
3	Replace existing 8" diameter steel pipe elbow in Basin #1.	1	LS	\$ 4,812.00	\$ 4,812.00
4	Install one new 8" diameter butterfly valve in existing air piping.	1	LS	\$ 3,000.00	\$ 3,000.00
5	Demo & replace existing concrete stairs	1	LS	\$ 32,983.00	\$ 32,983.00
6	Place and spread driveway gravel.	5	TON	\$ 225.60	\$ 1,128.00

Total Bid Price (enter also on Bid Form)

\$ 59,298.00

Notes:

- 1 Some bid items may not be used, depending on project conditions and bid pricing.
- 2 Note that mobilization and general requirements is limited to 8% of total bid price.
- 3 The following pages titled "Description of Unit Prices" accompany this Schedule and are part of the Bid Form.
- 4 Owner may reduce the quantities of work from those shown above.

City of Parkville - WWTF Aeration Basin Repairs - 2022

Description of Unit Prices:

NOTES:

- a. The following unit price descriptions have been prepared by Engineer to summarize the work involved.
These descriptions apply in addition to the specific requirements set forth on the Drawings.
- b. All items of work required for a complete installation with complete restoration are required, whether specifically mentioned or not. Items of work not specifically mentioned shall be merged into the remaining unit prices.
- c. All unit prices shall include Contractor's allowances for supervision, general requirements, overhead, and profit.
- d. Contractor's costs, general requirements, overhead, and profit shall be proportionally distributed among the unit prices.

1. Mobilization: *Work Includes:*

Includes mobilization to project site.
Also includes general administrative costs for setting up the project.
Also includes general restoration of disturbed areas.

2. Replace existing diffuser membranes in Aeration Basin #1: *Work Includes:*

Planning and scheduling date and time to begin work, coordinating with Owner.
Access provisions to enter existing basin.
Removal and disposal of existing diffuser membranes, including blank membranes.
Installation of new diffuser membranes, including blank membranes (all furnished by Owner.)
Inspecting diffuser bodies, pipe and clamp connections, pipe supports, tightening as required.
Meeting with Engineer and Owner on site to discuss findings and any deficiencies.
Filling tank over top of diffusers with clean water, performing leak test.
Addressing loose membranes and connections discovered during leak test.
Providing Owner with a 2-year warranty on the installed membranes.
Unit: Lump Sum covering all items related to this task.
Note: Owner will furnish new membranes, and will drain and clean tank.

3. Replace existing 8" diameter steel pipe elbow in Basin #1: *Work Includes:*

Disassembling, inspecting, and re-assembling existing clamp coupling.
Verifying pipe measurements and extent of replacements.
Cutting away existing steel pipe elbow and drop pipe.
Welding new elbow and drop pipe in place.
Visually inspecting welds for soundness.
Grinding welds smooth.
Wire brushing and solvent cleaning new pipe.
Priming and painting new pipe and adjacent existing pipe, to concrete wall.
Unit: Lump Sum covering all items related to this task.
Note: Owner will drain and clean tank.

4. Install one new 8" diameter butterfly valve in existing air piping: *Work Includes:*

Disassembling, inspecting, and re-assembling existing clamp coupling.
Verifying pipe measurements and extent of replacements.
Temporary support of existing steel air discharge pipe.
Cutting away existing steel pipe at existing tee.
Welding new steel pipe flange in place.
Visually inspecting welds for soundness.
Grinding welds smooth.
Furnishing and installing new wafer butterfly valve.
Wire brushing and solvent cleaning new pipe.
Priming and painting new pipe and adjacent existing pipe, to concrete wall.
Unit: Lump Sum covering all items related to this task.

5. Demo & replace existing concrete stairs: *Work Includes:*

Erecting temporary stairs or ladder for access to concrete deck, removal when done.
Removal of existing aluminum handrail, setting aside.
Demolition of existing concrete stairs, including preservation of existing dowels.
Wire cleaning existing exposed rebar to be preserved.
Demolition of existing section of concrete sidewalk.
Removal and hauling of existing concrete and rebar debris.
Erecting temporary wood posts to support existing cantilevered deck section.
Setting forms and supporting forms.
Installing reinforcing steel, tying to existing dowels.
Installation of new steel dowels by drilling and epoxy grouting to existing concrete.
Compacting gravel base for replaced section of sidewalk.
Roughening concrete surfaces and using bonding agent to enhance bond.
Pouring, finishing, and curing concrete.
Materials testing for concrete as noted on the Drawings.
Removal and disposal of concrete formwork.
Re-installing existing aluminum handrail section, including new stainless steel anchors.
Unit: Lump Sum covering all items related to this task.

6. Place and spread driveway gravel: *Work Includes:*

Hauling, dumping, and spreading gravel.
Grading to edge of new and existing sidewalk.
Unit: Per Ton, covering all items related to this task.

END OF DOCUMENT

CITY OF PARKVILLE

Policy Report

Date: September 7, 2022

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Alexa Barton, City Administrator

ISSUE:

Approve a construction agreement with Heartland Traffic Services for the 2022 Pavement Marking Program (Public Works)

BACKGROUND:

Each year, the City programs funding in the Capital Improvements Program (CIP) for pavement marking based on areas identified by the Public Works staff that require pavement marking. These areas are outlined in the bid document.

In August, the City released a bid request for the pavement marking and two bids were received. Heartland Traffic Services provided the low bid at \$14,500. Heartland Traffic Services is comprised of three pavement marking companies (K&G Striping, Twin Traffic and Traffic Zone Services). These companies have worked for the City in the past on various pavement marking projects.

BUDGET IMPACT:

The Transportation Fund includes \$15,000 for pavement marking. This contract is within budget at \$14,500.

ALTERNATIVES:

1. Approve a construction agreement with Heartland Traffic Services.
2. Provide direction to staff related to the pavement marking contract.
3. Do not approve the construction agreement.
4. Postpone this item.

STAFF RECOMMENDATION:

Staff recommends the approval of the construction agreement with Heartland Traffic Services for the 2022 Pavement Marking Program. The companies who make up Heartland Traffic have previously worked in Parkville and have familiarity with our street network.

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 Heartland Traffic Services for the 2022 Pavement Marking Program in the amount of \$14,500.

ATTACHMENTS:

1. Bid Tabulation
2. Draft Agreement

BID TABULATION

2022 Pavement Marking
Bid Opening Tuesday, August 30, 2022
10:05 a.m., Public Works Conference Room

Bidder Name	BASE TOTAL
Heartland Traffic Services KCKS	\$14,500.00
IBC Traffic, Inc. KCMO	\$17,500.00

(*) Recommended Award of Purchase

SMALL CONSTRUCTION SERVICES AGREEMENT MAINTENANCE OR REPAIR PROJECT

THIS SERVICE AGREEMENT, entered into on this 20th day of September, 2022, by and between the CITY OF PARKVILLE, MISSOURI ("City") and HEARTLAND TRAFFIC SERVICES ("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 of Lien 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 lien waivers on the form attached as **Exhibit "B-1."** The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Contractor of the nature of the dispute regarding the balance.
- C. Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

III. SCHEDULE

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

IV. CHANGES

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

V. INDEMNIFICATION

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

VI. INSURANCE

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

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

- A. Contractor's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any and all employees of the Contractor.
- B. Unless otherwise stated in **Exhibit "A"**, Contractor shall be represented by a Superintendent or Foreman authorized to give and receive all instruction and notices from and to the City at all times while performing Construction Services, and shall have on site a person who is fluent in all languages necessary to communicate instructions regarding the work and information regarding medical emergencies with Contractor's employees and subcontractors.
- C. All of the Construction Services required hereunder will be performed by the Contractor or under Contractor's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- D. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement including, but not limited to, indemnification, insurance and warranties.
- E. Contractor and all subcontractors with a contract value of \$5,000 or more shall execute affidavits on the form attached as **Exhibit "D"**, attesting to their compliance with RSMo. § 285.530.5 concerning compliance with Missouri's Worker Eligibility requirements.
- F. Contractor and all subcontractors must require all on-site employees to complete the ten-hour construction training program required under Section 292.675 RSMo. unless they have previously completed the program and have documentation of having done so. Contractor shall execute the affidavit attached as **Exhibit "E"**, attesting that it has provided OSHA safety training for its on-site employees. Contractor will forfeit a penalty to the City of \$2,500 plus an additional \$100 for each employee employed by Contractor or any subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. See Section 292.675 RSMo.
- G. No illegal drug or alcohol usage will be tolerated at the Site. All persons admitted to work on the Site will dress appropriately and avoid foul language. Music shall not be played at volume levels that would be objectionable to third-parties. Any worker found by the City to be violating these conduct requirements will be removed immediately.

VIII. WARRANTY

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

Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor's warranties required by the Agreement (express and implied) shall remain in full force and effect even if a material or equipment item is required by the Owner to be manufactured by a specific entity, and no other equivalent product manufactured by any other entity is acceptable.

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

IX. OWNERSHIP OF WORK PRODUCT

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

X. RELATIONSHIP OF THE PARTIES

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

XI. NOTICES

- A. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section:
- B. Notices sent by Contractor shall be sent to:
 - City of Parkville
 - Attn: Alysén Abel, Public Works Director
 - 8880 Clark Ave.
 - Parkville, MO 64152
- C. Notices sent by the City shall be sent to:
 - Heartland Traffic Services
 - Attn: Bill Francis
 - 626 N. 47th Street
 - KCKS 66102
 - Bill.francis@twintraffic.com
 - 913-428-2575

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. 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 unenforceable, 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

HEARTLAND TRAFFIC SERVICES, INC.

By: _____

Exhibit A

SCOPE OF WORK AND PRICING AGREEMENT

Contractor agrees to perform all the Work described in the Contract Documents, including all Addenda, for the prices presented below for each Section of the Work.

Street Striping and Thermoplastic Project 2022

Location – City of Parkville

Streets Included – Eastside Drive, Cross Road, 63rd Street, Bell Road (at 45 Highway), Main Street (7th Street to 9 Highway), N. Crooked Road, Mill Street (Main – Crooked), Brink Myers Road, River Road.

Project Totals RE- Striping 4"

50,000 Lineal Ft. (4" width) with Glass Beads .29_____

Base Bid Total Price \$14,500.00_____

Additional Pricing:

(Stop Bars & Crosswalks 2 foot width)

Painted Stop Bars Price per Lineal Foot \$6.00_____

Thermoplastic Stop Bars Price per Lineal Foot \$18.00_____

Painted Crosswalk Bars Price per Lineal Foot \$5.00_____

Thermoplastic Crosswalk Bars Price per Lineal Foot \$9.00_____

*Crosswalk lines are based on a 6" wide line

Removal of Existing Thermoplastic Unit Price per Sq. Yd. \$9.00_____

Painted Turn Arrows \$200.00_____

Thermoplastic Turn Arrows \$299.00_____

Work to be performed with truck-mounted equipment with the exception of some work items under "Additional Pricing".

Paint Specifications for street markings etc. – All markings to be installed per MODOT Standard Specifications Section 620 & Section 1048

Preformed Thermoplastic Stop Bars and Crosswalk - Material Thickness 125 Mil

**CITY OF PARKVILLE
Policy Report**

Date: September 9, 2022

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Brittanie Propes

ISSUE:

Approve a work authorization with BBN Architects for the architectural services for the Farmers Market building (Public Works)

BACKGROUND:

On October 20, 2020, the Board of Aldermen approved an on-call professional services vendor to provide architectural services. In March 2022, the Board of Aldermen approved a work authorization with BBN Architects to provide design services for the Farmers Market building. Since then, two accidents occurred that damaged the structure. With the damage, repair/replacement of the existing structure is considered; as such, public engagement and feedback as to use, location and function were deemed to be acquired. Accordingly, the City engaged Confluence to assist with public engagement. BBN Architects worked on an hourly basis during this time to stay in-tune with project goals.

With the completion of the initial public engagement, the next phase is for preliminary architectural designs. BBN Architects is an on-call contractor for the City and has the most history/knowledge of the project. Subsequently, BBN was asked to provide an outline and scope with an associated fee for review by an adhoc/small group of Community Land and Recreation Board (CLARB), Board and Aldermen and staff (referred to as Farmers Market Small Group).

Staff requested a proposal from BBN Architects for the initial conceptual design. There are three options included in their proposal that were reviewed by the small group - Options A-C, totaling \$16,566. Note: Should item C for the pre-fab option be excluded in the amount of \$6,946 (as already addressed), the new total is \$9,620.

In addition, Confluence will have a small portion of this project for a fee of \$4,200 (within the City Administrator's approval authority). Confluence will assist BBN in reviewing details of the survey to better understand the proposed options and to provide additional design recommendations or other features/aesthetics comments for their use.

BUDGET IMPACT:

There is funding available in the Parks Sales Tax to cover the expense of the initial architectural design.

ALTERNATIVES:

1. Approve a work authorization with BBN Architects for the conceptual design of the Farmers Market building.

2. Provide direction to staff related to the Farmers Market building.
3. Postpone this item.

STAFF RECOMMENDATION:

Staff recommends the approval of the work authorization with BBN Architects for the conceptual design of the Farmers Market building. BBN Architects has the most experience with the structure.

POLICY:

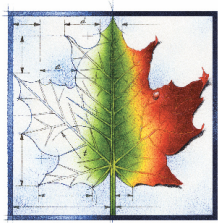
The Purchasing Policy, Resolution No. 17-016, requires Board of Aldermen approval for all purchases above \$10,000 upon recommendation of the Finance Committee.

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve a work authorization with BBN Architects for architectural services, with support from Confluence, for the Farmers Market building.

ATTACHMENTS:

1. BBN Proposal
2. Confluence Scope of Services



BBN
ARCHITECTS
INC

411 NICHOLS ROAD
S U I T E 2 4 6
KANSAS CITY, MO
64112-2033

Phone: 816.753.2550
bbnarchitects.com

228 POYNTZ AVE
MANHATTAN, KS
66502-0102

Phone: 785.776.4912
Fax: 785.776.0944
bbnarchitects.com

Alysen Abel, P.E., MPA
City of Parkville, MO
8800 Clark Ave.
Parkville, MO 64152

September 8, 2022

RE: Farmers Market Preliminary Design Options

Alysen:

On behalf of our firm, BBN Architects, I am pleased to submit our proposal for the Farmers Market Preliminary Design Options. Please find the following outline addressing the assumed scope and fee for your consideration.

1. General

- 1.1. The intent for this scope of work is to present three design options to replace the damaged farmers market structure for the city's governing body to consider.
- 1.2. For each design option, BBN will produce preliminary plans and elevations depicting of the structure with critical dimensions, finishes and materials.
- 1.3. Each option will also include a preliminary cost estimate, anticipated amount of time to implement, and relative comparisons regarding each option's ability to expand and its life cycle costs.
- 1.4. Given the preliminary nature of the design work, this scope excludes any form of engineering.
- 1.5. The scope of work is intended to provide a comparison of the three options to better inform the governing body in determining the direction for the final design. BBN will provide a scope and fee proposal for the final design work once the governing body has determined the desired direction.
- 1.6. BBN will coordinate with Confluence regarding any relevant materials proposed for the Route 9 study currently underway to promote a cohesive built environment.

2. Design Options

- 2.1. Option A will include a custom structure intended to mimic the original structure in materials, size and style while using the existing structure's pier foundations.
- 2.2. Option B will include a prefabricated structure, but with custom features such as a stone veneered base to portions of the exterior. This option assumes the market's original location but not utilizing any of the existing structure's foundations.

- 2.3. Option C will include a standard prefabricated structure in the market's original location but will not utilize any of the existing structure's foundations.
3. Accessories
- 3.1. All of the design options will consider the following list of accessories to the structure as potential options.
- 3.2. Options to consider will include public restrooms, a handwashing station, a water source, overhead doors, surrounding curbs, storage, a fireplace, heaters, electrical outlets, interior and exterior lighting, ceiling fans, seating, and features that would enable the facility to be used year-round.
4. Tentative Timeline and Fee
- 4.1. 9/20/22- notice to proceed with this scope of work
- 4.2. 10/19/22- meeting with BBN and City Staff to review design options
- 4.3. 11/1/22- joint BOA/CLARB/Public Meeting to review design options
- 4.4. For the described scope, we proposed the following lump sum fees. This fee includes in-house printing and travel to Parkville.

Option A	\$5,082
Option B	\$6,946
<u>Option C</u>	<u>\$4,538</u>
Total	\$16,566

Alysen, we are very excited about this opportunity for Parkville's Farmers Market. Please feel free to contact me if you would like to discuss this proposal further.

Sincerely,



Scott Bingham, ASLA, PLA, LEED AP
BBN ARCHITECTS INC.
sbingham@bbnarchitects.com

Farmers Market Structure Replacement

Parkville, Missouri

CONFLUENCE

Scope of Services

Confluence will provide the following services on an hourly as directed basis to the City of Parkville (hereinafter referred to as the City) to provide on-going services to inform the vision for replacing the existing damaged Farmers Market facility in Downtown Parkville, Missouri. These are in addition to the Task 1 and Task 2 services already underway with the City of Parkville.

All services will be provided on an hourly rate basis towards the following fee estimates using the hourly rates for Confluence staff, including reimbursable expenses, as outlined in the attached Exhibit 'A'. These service fees and reimbursable expenses will be invoiced monthly by Confluence to the City of Parkville, with expectation of payment to Confluence for services rendered within 30 days of receipt of each invoice. If the nature of the scope of services changes or the estimated fee amounts need to be adjusted, Confluence will notify the City of any adjustments prior to exceeding any of the estimates provided herein.

Task Three: Aesthetic Character + Site Design Recommendations

CONFLUENCE will assist the City and the City's architect (BBN Architects) in a design workshop to kick off the design effort collaboratively. Confluence will providing aesthetic site and design character recommendations while talking through options/refinements that meet the intent of community and stakeholder comments received to date.

It is our understanding that BBN Architectes will further develop up to three design options for replacing the structure, and we plan to reconvene with BBN Architects to review everything to better understand the proposed options and to provide additional design recommendations or other features/aesthetics comments for their use. Confluence will also review the cost opinions for each option prepared by BBN Architects and provide suggestions and recommendations for also incorporating professional fees for Confluence's portion of additional final design and implementation activities associated with each option.

We will assist in refining the messaging/content for the presentation to the Committee and the Community at a joint meeting anticipated to be held in October (included in prior scope of services).

Scope of Services Fees:

<u>Task Three: Aesthetic Character + Site Design Recommendations</u>		\$ 4,150
Subtotal	\$	4,150
Expenses	\$	50
Total	\$	4,200

(FUTURE SERVICES BELOW)

Task Four: Design/Construction Documents

Scope to be determined.

Task Five: Construction Administration Assistance

Scope to be determined.

Task Six: Additional Design + Coordination Services

CONFLUENCE will provide additional services to assist THE CITY and the City as directed including additional meetings and coordination efforts on an hourly rate basis using the rates and expense information outlined in Exhibit 'A'.



City of Parkville: 2023 Budget Calendar

Updated: August 30, 2022

August						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31



Denotes Board of Aldermen review / action
Denotes staff action / deadline

July / August 2022

- Staff undergo training to utilize the InCode Budget Management Tool
- August 18-19 – Board of Aldermen & Senior Staff Strategic Planning Workshop
- August 22 – Bryan Kidney, Interim Finance Director starts
- August 29 – City of Parkville receives 7th consecutive GFOA Budget Award
- August 30 – Public hearing for the revised Property Tax Levy for the 2023 tax year

September 2022

- September 6 – Budget worksheets issued to Department Heads for development of initial budget request
- September 12 – Review of Budget Calendar with Finance Committee
- September 14 – Preliminary review of Parks and Nature Sanctuary budget proposals with Community Land & Recreation Board (CLARB)
- September 21 – Deadline for departments to have proposed budgets submitted to City Administrator

- September 26 – 30th – City administrator and department head budget meetings
 - General Fund and Departmental CIP
 - Revenues
 - Administration (includes information technology & public information)
 - Community development
 - Police
 - Municipal court
 - Public works – administration
 - Parks
 - Streets
 - Nature sanctuary
 - Transportation Fund
 - Sewer Enterprise Fund
 - Other funds

October 2022

- October 3rd – 7th – Review and creation of initial operating budget for major funds and Capital Improvement Program (CIP)
- October 12 - Final review of Parks and Nature Sanctuary budget request by Community Land and Recreation Board (CLARB)
- October 18 – First budget work session with the Board of Aldermen on proposed 2023 budget
 - *3rd Tuesday @ 5:00 p.m. – Food will be served*
 - **Tentative Topics – revenue forecast, General Fund Operating Budget, Emergency Reserve Fund, Debt Service Funds, minor funds**
- October 24th – 28th - Review and creation of second iteration of operating budget for major funds and CIP

November 2022

- November 1 – Second budget work session with the Board of Aldermen on proposed 2023 budget and 2023-2027 CIP
 - *1st Tuesday @ 5:00 p.m. – Food will be served*
 - **Tentative Topics – CIP, Parks Sales Tax Fund, Transportation Fund, Sanctuary Donation Fund, General Fund operating follow-up**
- November 14 – Planning and Zoning Commission review of proposed projects for 2023-2027 CIP
- November 15 – Third budget work session with the Board of Aldermen on proposed 2023 budget and 2023-2027 CIP
 - *3rd Tuesday @ 5:00 p.m. – Food will be served*
 - **Tentative Topics – Sewer Fund, miscellaneous follow-up**
- November 22 – OPTIONAL Fourth and final budget work session with the Board of Aldermen on proposed 2023 Budget and 2023-2027 CIP
 - *Special Session – 4th Tuesday @ 6:00 p.m.*
 - **Tentative Topics - Summary review of final budget; follow-up from previous budget work sessions**

December 2022

- December 6 – Public Hearing – First reading of ordinance adopting the 2023 budget, 2023-2027 CIP (*1st Tuesday @ 7:00 p.m.*)
- December 20 – Public Hearing - Second and final reading of ordinance adopting the 2023 budget and 2023-2027 CIP, and amended 2022 City Budget for select funds, if necessary
 - 3rd Tuesday @ 7:00 p.m.

January 2023

- January 1 – 2023 fiscal year begins
- January 31 – Publication & press release of adopted 2023 budget document

February / March 2023

- Compile 2022 performance metrics for inclusion in the 2022 Annual Report & the Government Finance Officers Association (GFOA) Distinguished Budget Presentation application
- Finalize GFOA budget document and submit 2023 Budget for annual recognition
- Publish 2022 Annual Report, with press release