



COMMUNITY LAND AND RECREATION BOARD

Regular Meeting (#22-08) Agenda
CITY OF PARKVILLE, MISSOURI
Wednesday, September 14, 2022 6:00 PM
City Hall Board Room

1. CALL TO ORDER

- A. Adam Zink
Neil Davidson
Linda Arnold
Michelle Flamm
Steven Sturgess
Dana Laiben
Amanda Blackwood
Nathan Askren
Mary Jane Kuehn
Phillip Wassmer (Liaison)

2. CONSENT AGENDA

- A. Approve the minutes for the August 22, 2022, regular meeting

3. ACTION AGENDA

- A. Approve a work authorization with BBN Architects for the architectural services for the Farmers Market building (Public Works)
- B. Approve a construction agreement with Terry Snelling Construction for the ELP Trail Construction (Public Works)

4. STAFF UPDATES ON ACTIVITIES

- A. Parks Maintenance
- B. Parks Capital Projects
- C. Nature Sanctuary
- D. Administration & Budget

5. MISCELLANEOUS ITEMS FROM THE BOARD

6. ADJOURN



COMMUNITY LAND AND RECREATION BOARD

Regular Meeting (#21-07)

MINUTES

CITY OF PARKVILLE, MISSOURI

Monday, August 22, 2022 6:00 PM

City Hall Board Room

1. CALL TO ORDER

Members present were:

Linda Arnold
Neil Davidson
Michelle Flamm
Dana Laiben
Amanda Blackwood
Nathan Askren
Mary Jane Kuehn

Absent with prior notice were:

Adam Zink
Steven Sturgess

Phil Wassmer (Liaison)

Roll was called by Bonnie Buckmaster, Public Works Department Assistant. A quorum of the Board was present.

Alexa Barton, City Administrator; Jeffrey Rhodes, Assistant to the City Administrator; Alysén Abel, Public Works Director; Brittaníe Propes, Parks and Recreation Director; Tom Barnard, Park's Superintendent; Chris Ashley, Project Manager; and Bonnie Buckmaster, Public Works Assistant, were present on behalf of the City.

Member Neil Davidson welcomed new members Nathan Askren and Mary Jane Kuehn; and also thanked Robert Stuteville and Laura Ozenberger for their long-time service to the CLARB who have retired from the Board.

Alysén Abel, Public Works Director, introduced Brittaníe Propes, Parks and Recreation Director to the CLARB, who gave a brief introduction and is excited to join the team.

2. CONSENT AGENDA

- A. Approve the minutes for the June 8, 2022, regular meeting

ACTION: Michelle Flamm moved to approve the meeting minutes from the June 8, 2022, regular meeting; Linda Arnold seconded.

RESULT: Motion Passed: 7-0.

3. ACTION AGENDA

A. Provide direction to staff regarding the Parks Entry Signage (Public Works)

Alysen Abel, Public Works Director, provided a background about the Parks Entry Signage Project. Gunter Construction was the low bidder, with a bid in the amount of \$413,450. The signage types and costs were outlined in the CLARB packet. Staff is looking for direction from CLARB on how to move forward with this project. The budget is \$200,000 split between 2022 and 2023.

Discussions included the locations and types of signs, including medallions that can be interchanged. It is anticipated that the 2022 budget will go toward the signage in Platte Landing Park and the 2023 budget will go toward signage in English Landing Park.

City Administrator, Alexa Barton, approached the CLARB and asked that they possibly consider holding off on the recommendation until there is more known about the funding needed for Farmer's Market. There should be more information regarding the funding in a couple of months.

Abel provided options for CLARB to consider, which included rejecting the bids and rebidding next year, or to move forward with the project.

ACTION: Michelle Flamm moved to defer the Parks Entry Signage project, for the time being, until CLARB understands the budget for reconstructing the Farmers Market; Linda Arnold seconded.

RESULT: Motion Passed: 7-0.

4. STAFF UPDATES ON ACTIVITIES

A. Parks

Alysen Abel, Public Works Director, introduced the staff to the new members of CLARB.

Tom Barnard, Parks Superintendent, gave a background of his 16-year experience with the parks.

Kristen Bontrager - Parkville Nature Sanctuary Director and her assistant Wayne Fraizer (not in attendance).

Chris Ashley - Public Works Project Manager - introduced himself to the Board.

Bonnie Buckmaster - Public Works Assistant, Contract Specialist and Administrative Assistant for CLARB.

Jeffery Rhodes, Assistant to the City Administrator.

1. Discussion - Out Year Events / Memorandum of Understanding

Jeffery Rhodes, Assistant to the City Administrator, addressed the CLARB regarding some of the larger and returning park events. Rhodes proposed entering into an agreement to hold the date for the next budgeting year. Rhodes presented a Memorandum of Understanding and asked CLARB's consideration to move forward and would bring a draft back to the board in the future for approval.

Presently, the deposit required is \$25, which staff intends to meet with legal to see if we should require more of a payment to hold the spot. It was suggested that bookings would open January 1st and be on a first come first served basis to reserve dates.

CLARB agreed that this would be beneficial.

B. Nature Sanctuary

C. Public Works

5. MISCELLANEOUS ITEMS FROM THE BOARD

Chainsaw art update - The CLARB said that the carving looked great! Tom Barnard said that T.J.Jenkins would be back to complete the sculpture soon and that it is 90% complete.

Parkville Days Float - Kristen Bontrager, Nature Sanctuary Director and volunteers put the float together and handed out seed packets and water bottles with the ghost story information on them.

6. ADJOURN

ACTION: Michelle Flamm moved to adjourn at 7:11 p.m.; Dana Laiben seconded.

RESULT: Motion Passed: 7-0.

The minutes for August 22, 2022, having been read and considered by the Community Land and Recreation Board, were approved on the 14th day of September, 2022.

Bonnie Buckmaster, Public Works Assistant

Approval date

**CITY OF PARKVILLE
Policy Report**

Date: September 12, 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 \$4,538 (as already addressed), the new total is \$12,028.

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:

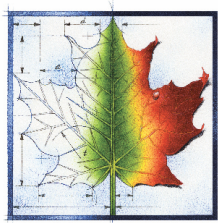
The Purchasing Policy, Resolution No. 17-016, requires Board of Aldermen approval for all purchases above \$10,000 upon recommendation of the Finance Committee.

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



INTEGRATING NATURE
AND ARCHITECTURE

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
Policy Report**

Date: September 12, 2022

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Brittanie Propes

ISSUE:

Approve a construction agreement with Terry Snelling Construction for the ELP Trail Construction (Public Works)

BACKGROUND:

The pathway on the east side of the A-Truss Bridge in English Landing Park is used frequently by pedestrians in the park. Based on evaluation by City staff, the pathway can be improved to help with pedestrian flow at the intersection near McKeon Stage. Although this item was not included as a Capital Improvement Project for 2022, this improvement will enhance the park.

Staff contacted three contractors to provide bids for this additional sidewalk improvement.

Brownell Flatwork	\$11,020
SGI	\$33,000
Terry Snelling Construction	\$9,948

Terry Snelling Construction provided the low bid in the amount of \$9,948.00.

BUDGET IMPACT:

There is funding available in the Parks Sales Tax budget to cover this expense.

ALTERNATIVES:

1. Approve a construction agreement with Terry Snelling Construction for the ELP Sidewalk Improvements.
2. Provide direction to staff related to the sidewalk improvements.
3. Do not approve this item.
4. Postpone this item.

STAFF RECOMMENDATION:

Staff recommends approval of a construction agreement with Terry Snelling Construction for the sidewalk improvements in English Landing Park, located on the east side of the A-Truss Bridge.

POLICY:

Parkville Municipal Code Section 150.050(A) directs CLARB to act in an advisory capacity to the Board of Aldermen to develop and administer a writer plan for the care, preservation, pruning,

planting, replanting, and removal or disposition of trees and shrubs along streets and in other public areas. As CLARB serves in an advisory capacity, its recommendations must be approved by the Board of Aldermen.

SUGGESTED MOTION:

I move to approve a construction agreement with Terry Snelling Construction for the ELP Sidewalk Improvements in the amount of \$9,948.

ATTACHMENTS:

1. Agreement

**SMALL CONSTRUCTION SERVICES AGREEMENT
MAINTENANCE OR REPAIR PROJECT
ELP A-TRUSS SIDEWALK PATH IMPROVEMENTS**

THIS SERVICE AGREEMENT, entered into on this 11th day of August, 2022, by and between the CITY OF PARKVILLE, MISSOURI ("City") and TERRY SNELLING CONSTRUCTION, INC., ("Contractor").

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

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

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

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

I. SCOPE OF SERVICES

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

II. COMPENSATION

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

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

III. SCHEDULE

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

IV. CHANGES

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

V. INDEMNIFICATION

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

VI. INSURANCE

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

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

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

VIII. WARRANTY

- A. The Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new unless the Scope of Work documents require or permit otherwise. The Contractor further warrants that the work will conform to the requirements of the Scope of Work documents and will be free from defects, except for those inherent in the quality of the Work the Scope of Work documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor or its subcontractors or suppliers, improper or insufficient maintenance or improper operation. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor's warranties required by the Agreement (express and implied) shall remain in full force and effect even if a material or equipment item is required by the

Owner to be manufactured by a specific entity, and no other equivalent product manufactured by any other entity is acceptable.

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

IX. OWNERSHIP OF WORK PRODUCT

Contractor agrees that any documents, materials and/or work products produced in whole or in part by or through it under this Agreement, any intellectual property rights of Contractor therein (collectively the "Works") are intended to be owned by the City. Accordingly, Contractor hereby assigns and agrees to assign to the City all of 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: Public Works Director
 - 8880 Clark Ave.
 - Parkville, MO 64152
- C. Notices sent by the City shall be sent to:
 - Terry Selling Construction, Inc.
 - 20004 E. Yocum Rd.
 - Independence, Mo 64058

XII. CORRECTION OF WORK

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

XIII. TERM AND TERMINATION

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.
- B. Notwithstanding anything to the contrary in this Agreement or exhibit, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days' written notice to the Contractor. The City shall compensate Contractor for the Construction Services that have been completed to the City's satisfaction as of the

date of termination. Contractor shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

C. The City may terminate the Agreement for cause if the Contractor

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

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

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

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

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

XIV. RESOLUTION OF DISPUTES

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

- B. City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed.
- C. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the City Public Works Director as to such matter or other action on which the dispute is based. A decision of the City Public Works Director (where appropriate) under GC-7 above; notice of dispute, and direct negotiation, shall be conditions precedent to further action.
- D. Arbitration of disputes.
 - 1. Claims, except those waived as provided for elsewhere in this Agreement, which have not been resolved by the procedures described above, shall be decided by arbitration which, unless the parties mutually agree otherwise, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association.
 - 2. A demand for arbitration may be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.
 - 3. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the City or Contractor and any person or entity with whom the City or Contractor has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Contract shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Contract or not a party to an agreement with the City Contractor, except by written consent containing a specific reference to the Agreement signed by the City and Contractor and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
 - 4. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
 - 5. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

XV. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. Assignability. Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- C. Media Announcements. Contractor shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City
- D. Compliance with Local Laws. Contractor shall comply with all applicable laws, ordinances, and codes of the State of Missouri and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- E. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:
 - i. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - ii. Contractor will, in all solicitation or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 - iii. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- F. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Contractor shall take appropriate steps to assure compliance.
- G. Interest of Contractor and Employees. Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- H. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Contractor, and attached hereto.

- I. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- J. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- K. Third Parties. The Services to be performed by the Contractor are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

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

CITY OF PARKVILLE, MISSOURI

By: _____
Alexa Barton, City Administrator

ATTEST:

Melissa McChesney, City Clerk

TERRY SNELLING CONSTRUCTION, INC.

By: 
Terry Snelling

Exhibit A

Scope of Work and Pricing

ELP A-Truss Sidewalk Path Improvements

Remove existing concrete and dirt, hauling off the concrete and leaving dirt on site.

- 4" concrete non reinforced sidewalk 10' wide 1070 sq. f.t @ \$8.80 = \$9416.00
- Add the additional area of 140 sq. ft. plus raising grade for 1232.00
- \$700.00 decrease for mobilization savings

Total – \$9,948.00



CITY OF PARKVILLE Memorandum

Date: September 7, 2022

To: Community Land and Recreation Board Members

From: Tom Barnard, Parks Superintendent

August Parks Activity Report:

The following Parks-related activities took place during August 2022:

- **Landscaping:**
 - City Hall trees mulched / weeds removed
 - Mulched flowers at A-Truss abutments.
- **Park Maintenance:**
 - Pocket Park weeds eradicated
 - 2 Picnic tables at McKeon, boards damaged by skaters jumping onto them from stage.
 - Graffiti on capstones at Lewis & Clark removed, cleaned and replaced.
 - Dog fountain at McKeon valve leaking, ordered and replaced.
 - Winter Storm damage to large trees along PLP riverfront removed by Urban Tree.
 - Large limb at east end by RR tracks down, cut and removed.
 - Glass picked up in boat ramp parking after purse theft from vehicle.
 - Depot fountain drained/cleaned and refilled.
- **PAC Maintenance:**
 - PAC Pond aerator not operating correctly, repaired and back in operation.
 - Pond weed at PAC treated.
- **Dog Park Maintenance:**
 - Hydrant at dog park repaired but continues to leak due to overuse and abuse.
 - Dog Park pools are being emptied in the newly installed drain at the dog park, mud has clogged the drain tile preventing the drain from functioning now.
 - Pools, jugs, towels and rags are being picked up from the dog park routinely.
- **Parkville Days:**
 - Pedestals, electrical outlets checked/worked performed. Wasp nests removed.
 - Picnic tables placed at McKeon for Parkville Days
 - Cones, barricades, directional signs placed at intersections along parade route.
 - Trailer to Nature Sanctuary to decorate for parade
 - Loads of mulch placed in park for Parkville Day vendors

- Cones, barricades, signage, debris picked up after Parkville Days.
- **Mowing:**
 - PAC / South Platte Pass mowed 2 times in July
 - Fields groomed twice weekly.
 - Mowing/Weed Trimming ROW's / Park / PAC ongoing in rotation.
- **Restroom Maintenance:**
 - Power washing and deep cleaning of restrooms performed biweekly. Cleaned and stocked daily.
 - PLP Restroom vault serviced
 - Sewer line backup at ELP Restroom. Jetted out by H&H. Sewer line to be replaced.
 - Air fresheners changed out in restroom.
 - ELP Restroom plumbing reconstructed, concrete removed and plumbing done to code. Work performed by Full Nelson Plumbing
- **Chainsaw Art:** TJ Jenkins Chainsaw Animal House work to resume in late September.



PARKS CIP UPDATE

September 12, 2022

1. PLP Wetlands – The city serves as a local project sponsor with the project led and contracted out by the US Army Corps of Engineers (Corps). [Funding via Section 1135](#) for construction of a Wetland Project in Platte Landing Park, includes:

- Construction of wetland areas and restoration of a riparian corridor,
- Contractor: BKM Construction
 - Subcontractors: Linaweaver and Natural States Landscaping.
- February 2020: Project mobilized.
- October 2020: Corps accepted project according to terms of agreement, “substantial completion”, continuing to inspect and address project performance.
- October 2021: Staff met with the Army Corps and Missouri Department of Conservation (MDC) to review the first year of the project. MDC reported that the wetland “has a good compliment of species for ducks....and sees it as looking pretty good for YEAR 1 of a project.”
 - From Army Corps - They (MDC) reminded us that wetlands take several years to really mature (7-10 minimum) and even have some that have been 20 year projects.
- February 2022: Erosion control matting deficiency removed from basin. Reason: incorrect design specifications, not fully biodegradable
- May 2022: Staff met with the Corps for update and next steps.
- July 19, 2022: A work session was held with the Board of Aldermen and CLARB. (Meeting notes at M:\Boards & Committees\Board of Aldermen\2022\07-19-22\Work Session). The Corp of Engineers, and Missouri Department of Conservation provided an update and status of project/wetland. It was proposed that the Wetlands may not have been in place long enough to determine its success or failure. In addition there may be sand pockets that are allowing water to filter out of the basins. Mayor Katerndahl invited resident and Environmental Engineer, David Dods to participate in a small subcommittee to help develop a restoration strategy and he accepted.
- **Staff continued discussions with Missouri Department of Conversation to determine next steps. Another site visit is scheduled for late October with MDC.**

STATUS – IN PROGRESS.

2. Pocket Park Improvements

- December 2020: Board of Aldermen approved the Pocket Park Master Plan, a bump-out design, and install decorative planters in conjunction with steel bollard inner core. Project now has three (3) phases:
 1. Reconstruct south stairs; and
 2. Bollard/bump-out safety improvements in front of Pocket Park; and
 3. Relocate Grigsby statue (pulled from original agreement due to engineering/design needs).
- June 2021: Preconstruction meeting with contractor.

- April 2022: Start date of project: Main Street businesses and MSPA notified;
 - Kaw Valley Engineering hired to review soil stability associated w/statue relocation report;
 - Complete and forwarded to Renaissance Infrastructure Consulting (RIC)
 - May 2022: RIC finalizing design work of retaining wall for statue relocation:
 - anticipated date of bid: 5/17/2022
 - May 11, 2022: Upper portion of concrete stairs poured w/access to AirBNB estimated 5/14/22
 - May 20, 2022: The concrete for the Pocket Park Stairs is completed.
 - June 24, 2022: The lower guardrails have been installed and painted.
 - June 2022: Staff received a quote from American Fence to install a handrail on the upper portion of the stairs. This work is anticipated for mid-July.
 - June 15, 2022: Staff contacted McConnell Construction Co. (low bidder of Phase 1) and requested updated pricing for project specifications to move statue to raised landing next to wood decking (similar to work bid last year).
 - July 11, 2022: Staff received updated pricing from McConnell. They remained the low bidder.
 - Anticipated start date for Phase 1 construction has been pushed back (1) week to September 19, 2022 due to McConnell's scheduling conflicts.
 - Staff decided to relocate Grigsby statue to an engineered concrete slab just west of the upper deck, and as an extension of the concrete sidewalk that was poured as a part of Phase 2.
 - Renaissance Infrastructure Solutions was hired to design the slab for the new statue location. Staff has received quotes on this work including the demolition of the existing granite base, from McConnell and SGI, and is still waiting for one from Terry Snelling.
 - Staff has requested pricing from M2M Framing, Level Builders and All-Weather Decks for the repair of the planter wall on the south side of the existing deck. Staff is currently awaiting pricing.
- STATUS – IN PROGRESS*

3. Riverfront Park Entry Signage

- 2020 Budget: Entry signage for the both riverfront parks funded.
- Vireo hired to design concepts for approval.
- Long-range budget includes funding for installation of signs.
- Committee (reps from: BoA, CLARB and staff meet RE: vision for signage).
- Concepts presented to CLARB and BoA.
- BoA approve professional services agreement Vireo to develop preliminary and final drawings and specifications for new signs.
- February 2022: Preliminary design layouts presented to CLARB and BoA.
- Designs approved w/1 change: add the word "Park" to primary & secondary monument signs.
- Design team preparing construction documents
- 3rd Quarter 2022 (est.): Preliminary bid date for signs.
- 4th Quarter 2022 (est.): Primary/Secondary monument signs constructed and installed
- Spring 2023: remainder of signage (kiosks and wayfinding) constructed and installed.
- Missouri One Call has performed utility locates along south side of McAfee Street and forwarded to consultant. (will help pin-point locations for primary & secondary monuments).
- May 12, 2022: 95% complete construction documents submitted to staff.
- June 2022: Staff is compiling the bid documents for the entry signs. It is anticipated that the bid package will be released in mid-June.

- June 13, 2022: Project released for bid.
- July 12, 2022: Bid opening and in evaluation stage.
- August 10, 2022: Due to inflated pricing, Staff discussed whether or not to proceed with procurement of some signage or postpone the project and use the money for other parks work.
- The pricing was presented and discussed at the August 22, 2022 CLARB meeting. It was decided to wait until more is known about the future of the Farmers Market before committing Parks Tax money to this project.

STATUS – POSTPONED UNTIL FARMER’S MARKET RESOLUTION.

4. Busch Drive Roundabout Improvements – from City’s Capital Improvement Program.

- Improve traffic circle at end of Busch Drive in English Landing Park. Improvements include:
- New retaining wall, landscape, hardscape and a fountain feature.
- 2021: Retaining wall w/utility conduit, earth-fill, masonry work and concrete curb completed.
- February 2022: Masonry applied to retaining wall; electrical and water lines installed.
- Embassy Landscape contracted to install landscape and hardscape features.
- Good Earth Water Gardens contracted to install water feature.
- Some elements completed by City staff – added fill dirt, installed drain tile, added rock and fabric.
- May 9, 2022: Installation of water feature begins.
- May 20, 2022: The water feature has been installed.
- May 25, 2022: Streets department installed asphalt patching along the base of the circle drive.
- June 7, 2022: Landscaping has been installed.

STATUS – COMPLETE.

5. Watkins Park Improvements

- November 2020, BoA approve Watkins Park Master Plan.
- March 2021, BoA approve revised Watkins Park Master Plan.
- Outreach Grant from Platte County to assist with improvements approved.
- May 2022: majority of work complete. (i.e., shelter building, parking lot, park entrance wooden fencing. Note: approx. 64 feet of fencing not installed due to utility locates. (This additional fencing to be installed at entrance to Sullivan Nature Sanctuary.)
- May 20, 2022: Playground equipment was installed.
- Fall 2022/Spring 2023: Grass seeding after Stream Bank Stabilization project is complete.
- A portion of the existing walking trail will be removed as a part of the stream bank stabilization project (see project info below). Staff will decide if that portion or all of the existing trail will be removed and replaced.

STATUS – IN PROGRESS.

6. PLP Improvements

- June 2021 - Parkville receives a \$1 million Park Partnership Grant from Platte County.
- The Board of Aldermen approved a professional services agreement with McClure Engineering for the design and public engagement portions of the project.
- The traffic data for the existing conditions was collected by GBA for the street network in the park. There was an initial round of public meetings in Fall 2021.

- Based on the information gathered, the City released a public engagement survey in late 2021. The survey results, along with the traffic data, will be presented to CLARB and Board of Aldermen during a work session in February 2022.
- There will be a separate public meeting to review the same information following the work session.
- March 1st Board of Aldermen meeting, the Board directed Staff to hold-off on any further work until a Parks Director has been hired. Estimated date of hire June/July 2022.
- No project updates.

STATUS – ON HOLD.

7. Park Outreach Grant Application – Additional Trail Lighting

- January 2022 – CLARB directs staff to prepare a Platte County Outreach Grant application for additional lighting along the riverfront trail in English Landing Park.
- Tuesday, February 22 – Staff presents application to the Outreach Grant Committee
- March 30, 2022 – Grant awarded.
- April 6, 2022 – Agreement signed and submitted by Staff
- Low bidder was 4 Star Electric. Their bid was approved by the Finance Committee and is scheduled to be presented for approval at the Board of Aldermen meeting on August 30, 2022.
- Late September 2022 – anticipated start date

STATUS – IN PROGRESS.

8. Farmers Market – There are concerns about the existing Farmers Market structure.

- BBN Architects and Leigh & O’Kane hired to evaluate the existing structural stability of the Farmers Market building.
 - Alternate repair/replacement options with corresponding cost estimates provided.
 - Staff received estimates for both enclosed & open concept metal buildings: Lester Buildings.
- April 13, 2022 – Design concepts presented at CLARB meeting
 - City will pursue additional quotes from other prefabricated building manufacturers, using the Lester Building proposal as a basis of design.
- April 28, 2022 a truck ran into the South side of the Eastern-most bay of the existing structure, causing extensive damage to that bay.
 - PPD solved incident. Company responsible turned incident into their insurance.
 - The debris was removed the following day.
 - A structural assessment was made by Leigh & O’Kane and it was determined that the remaining structure was stable enough to remain in operation for this season.
- May 20, 2022: Staff worked with a contractor to remove the eastern two bays. This work was completed.
- June 13, 2022: 18-Wheeler truck ran into the North side of the structure.
 - PPD solved incident. Company responsible turned incident into their insurance.
 - A structural assessment was made by Leigh & O’Kane and it was determined a little over 70% of the existing structure shows signs of damage due to the vehicular impact and should be carefully removed. There is a small portion of the structure on the west end that could remain if you wanted to keep the two exiting bays.

- June 14, 2022: Barricades were placed around entire structure. Subsequent Farmers Markets have been located in tents in the parking lot on the other side of East Street.
 - June 2022: Staff received the scope and fee from BBN to assist with compiling the plans and specifications for the bid documents.
 - June 2022: Staff, with approval of BoA, seeking public engagement for new Farmers Market structure: function and appearance. In the interest of time Confluence commencing public engagement at joint session on July 13, 2022. Proposal forthcoming for public engagement proposal of this project.
 - July 13, 2022: A joint work session comprised of consultants, Board of Aldermen, CLARB, Staff, and community to kick-off discussions about Farmers Market structure. A follow-up community input is tentatively set for July 26, 2022.
 - July 26, 2022: Public meeting held was held at City Hall. Confluence presented examples of other Farmers Markets in the metropolitan area. This was followed by an inter-active electronic survey for the meeting attendees about what a new Farmers Market should look like and how it should be used. The survey was extended to the public via social media for the next few weeks.
 - August 11, 2022: Insurance adjusters for the City and for C.R. England (trucking company that was involved in the second accident) were on site assessing the damage done by the recent accidents.
 - August 11, 2022: Staff met with Confluence regarding the community outreach survey results. Some takeaways: New Farmers Market orientation and location should remain as is; the structure should be a multi-purpose, year-round venue; the City should partner with another entity (e.g. Park University, American Legion, etc). The survey results will be presented at the next CLARB meeting on August 22, 2022.
 - Once the Community Outreach phase has been completed, and the insurance claim has been settled, BNN will take over as the designers for the new Farmers Market structure.
 - Small Committee met with representatives of BBN and Confluence. BBN presented and subsequently modified their fee proposal to do conceptual design work for (2) different schemes: one a build-from-scratch and the other a pre-manufactured building.
 - BBN's fee proposal will be presented at the September 12, 2022 meeting.
- STATUS – IN PROGRESS.*

9. Watkins Park Streambank Stabilization

- 2022 Capital Improvements Program includes funding for the stabilization of the streambank near Watkins Park.
 - Erosion to the creek is threatening the infrastructure in the park.
- March 2022 – City applied for and received preliminary approval for a Stormwater Management Grant through Platte County.
 - Staff is studying the logistics of where the bank stabilization rock will be stored and how it will be moved around the site without disrupting the new construction.
- June 2022: Staff received informal notice of award for this project. Once the funding agreement has been executed, staff will start working on the bid documents.
- August 10, 2022: Staff met on site with David Dods, Environmental Engineer, to get his input on the design of the stream bank stabilization, prior to finalizing the design. David Dods is

assisting Staff in a capacity of a concerned Parkville citizen. Staff agreed that we would incorporate his suggestions into the design documents.

- Staff issued design documents out to bid. Bids are due September 20, 2022.
- Fall 2022: Construction is anticipate to start. Anticipated duration – 30 days.

STATUS – IN PROGRESS



August 2022 Work Report
Parkville Nature Sanctuary

Kristen Bontrager

Programming – Central Bank, thanks to the help of Brittanie Propes, has agreed to let us use their large grill for Ghost Stories. Scraps KC is donating materials for décor on behalf of a volunteer.

FOPNS- Friends board has successfully met with and approved two new members to our board, Amy Johnson and Lisa Shartzter. FOPNS will begin calendar sales in November, folks interested in calendars should contact Jeanne Pyland to place their order.

Volunteers: Volunteers met this month to plan for Ghost Stories. Additional volunteer events included preparing for and building the float for the Parkville Days Parade.

Current Volunteer Hours:

Month	Hours this month	Total hours
January	17	17
February	21	38
March	40	78
April	136	214
May	98	312
June	415	727
July	133	860
August	79	939

Sponsorship update: We reached our goal! Donors include: Moyes Eye Center, Country Financial, Alexa Barton, Friends of Parkville Nature Sanctuary, Dana Laiben, The Goodin family, anonymous donor, Parkville Rotary Club, Mantooth Creative (in kind donation), and Scraps KC (in kind donation).

2022 City of Parkville – Comprehensive Events List

Name	Date	Event Start	Event Stop	Type	Location
Winter Warm-up 5K	January 29, 2022	7:00 a.m.	12:00 p.m.	Run	McKeon/ELP/PLP
Electronics Recycling / Paper Shred	February 5, 2022	9:00 a.m.	12:00 p.m.	Event	PLP
Recycling Extravaganza	April 2, 2022	9:00 a.m.	12:00 p.m.	Event	PLP
River Park Church Service	April 24, 2022	TBD	TBD	Service	McKeon Stage
Parkville Microbrew Fest	April 30, 2022	11:00 a.m.	5:00 p.m.	MSPA	ELP
Mother's Day 5k	May 7, 2022	7:00 a.m.	12:00 p.m.	Run	McKeon/ELP/PLP
Cruise Night	May 7, 2022	4:00 p.m.	8:00 p.m.	MSPA	Parking Lot
River Park Church Service	May 8, 2022	TBD	TBD	Service	McKeon Stage
Imaging for Women Company Picnic	May 13, 2022	4:00 p.m.	9:00 p.m.	Picnic	ELP
Crossroads School Kindness Run 5K	May 14, 2022	7:00 a.m.	12:00 p.m.	Run	McKeon/ELP/PLP
Marshall Wedding	May 14, 2022	9:00 a.m.	5:00 p.m.	Wedding	ELP/River Stage
Park Hill High School Senior Fun Day	May 19, 2022	10:00 a.m.	4:00 p.m.	Event	ELP
Women on the Move (AWLF) 5K	May 21, 2022	7:00 a.m.	12:00 p.m.	Run	McKeon/ELP/PLP
River Park Church Block Party	May 21, 2022	5:00 p.m.	9:00 p.m.	Event	PLP
Missouri's Got Talent (Dr. Gena Ross)	May 21, 2022	12:00 p.m.	4:00 p.m.	Event	McKeon Stage
River Park Church Service	May 22, 2022	7:00 a.m.	2:00 p.m.	Service	McKeon Stage
Memorial Day Celebration - POTMCID	May 25 – 28, 2022	All	Day	Event	ELP/Parking Lot/Farmers Mkt
Miles for Migraines 5K	May 28, 2022	7:30 a.m.	12:00 p.m.	Run	McKeon/ELP/PLP
PNS Nature Camp (Week 1)	June 1 – 3	8:00 a.m.	4:00 p.m.	Camp	PNS
Strong Like Lisa 5K	June 4, 2022	7:00 a.m.	12:00 p.m.	Run	McKeon/ELP/PLP
Recycling Extravaganza	June 4, 2022	9:00 a.m.	12:00 p.m.	Event	PLP
River Park Costume/Cupcakes/Kickball	June 4, 2022	12:00 p.m.	4:00 p.m.	Event	Grigsby Field
Cruise Night	June 4, 2022	4:00 p.m.	8:00 p.m.	MSPA	Parking Lot
River Park Church Service	June 5, 2022	TBD	TBD	Service	McKeon Stage
PNS Nature Camp (Week 2)	June 8 – 10	8:00 a.m.	4:00 p.m.	Camp	PNS
Run for Reintegration 5K	June 11, 2022	7:00 a.m.	12:00 p.m.	Run	McKeon/ELP/PLP
Cars for Cancer – Car Cruise	June 11, 2022	1:00 p.m.	7:00 p.m.	Event	Parking Lot
KU Med Pediatrics Picnic	June 11, 2022	2:00 p.m.	9:00 p.m.	Event	ELP
Blended Boutique Pop-Up Market	June 18, 2022	1:00 p.m.	5:00 p.m.	Market	Farmers Market Pavilion

River Park Church Service	June 19, 2022	TBD	TBD	Service	McKeon Stage
Tree Climbing Championships	June 23-27, 2022	7:00 a.m.	8:00 p.m.	Event	ELP/McKeon/Shelters
River Park Church Service	July 3, 2022	TBD	TBD	Service	McKeon Stage
4 th of July Celebration	July 4, 2022	All	Day	MSPA	ELP/Parking Lot/Parade
Specialized Research 5K	July 16, 2022	6:00 a.m.	12:00 p.m.	Run	McKeon/ELP/PLP
River Park Church Service	July 17, 2022	TBD	TBD	Service	McKeon Stage
River Park Church Sports Camp	July 19 – 22, 2022	5:00 p.m.	10:00 p.m.	Camp	Sports Field
River Park Church Service	July 31, 2022	TBD	TBD	Service	McKeon Stage
Scottish Athletics Highland Games	August 6, 2022	All	Day	Sports	PLP
General Motors Corporate Picnic	August 6, 2022	12:00 p.m.	6:00 p.m.	Event	McKeon Stage
Recycling Extravaganza	August 6, 2022	9:00 a.m.	12:00 p.m.	PLP	PLP
Cruise Night	August 6, 2022	4:00 p.m.	8:00 p.m.	MSPA	Parking Lot
River Park Church Service	August 14, 2022	8:00 a.m.	2:00 p.m.	Service	McKeon Stage
Parkville Days	August 19 -21, 2022	All	Day	MSPA	ELP/Parking Lot/Farmers Mkt
Bracciano Wedding	August 22, 2022	11:00 a.m.	6:00 p.m.	Wedding	Friends Shelter
Parkville Women's Clinic 5K	August 27, 2022	7:00 a.m.	12:00 p.m.	Run	McKeon/ELP/PLP
Hearts for RMC Charities 5K	August 28, 2022	5:00 a.m.	12:00 p.m.	Run	McKeon/ELP/PLP
Lamport Wedding	September 3, 2022	10:00 a.m.	5:00p.m.	Wedding	ELP / River Shelter
Cruise Night	September 3, 2022	4:00 p.m.	8:00 p.m.	MSPA	Parking Lot
Paws in the Park	September 10, 2022	7:00 a.m.	2:00 p.m.	Event	English Landing Park
River Park Church Service	September 11, 2022	8:00 a.m.	2:00 p.m.	Service	McKeon Stage
Seize the Day 5K – Epilepsy Foundation	TBD	6:00 a.m.	12:00 p.m.	Run	McKeon/ELP/PLP
Path to Parenthood 5K	September 17, 2022	8:00 a.m.	1:00 p.m.	Run	McKeon/ELP/PLP
Park Hill School Foundation 5K	September 24, 2022	6:00 a.m.	12:00 p.m.	Run	McKeon/ELP/PLP
River Park Church Service	September 25, 2022	8:00 a.m.	2:00 p.m.	Service	McKeon Stage
Recycling Extravaganza	October 1, 2022	9:00 a.m.	12:00 p.m.	Event	PLP
Brett's Bands 5K	October 1, 2022	6:00 a.m.	2:00 p.m.	Run	ELP/PLP
Gunn Wedding	October 1, 2022	12:00 p.m.	8:00 p.m.	Wedding	ELP / River Stage
Bracciano Wedding	October 8, 2022	11:00 a.m.	6:00 p.m.	Wedding	Friends Shelter/Greenspace #4
Dani Beyer Pumpkin Patch Event	October 8, 2022	9:00 a.m.	1:00 p.m.	Event	McKeon Stage
River Park Church Service	October 9, 2022	8:00 a.m.	2:00 p.m.	Service	McKeon Stage
Running for Ross 5K	October 15, 2022	6:00 a.m.	5:00 p.m.	Run/Event	McKeon/ELP/PLP
Buttron/Heustis Wedding	October 22, 2022	12:00 p.m.	9:00 p.m.	Wedding	ELP / River Stage

Pumpkin Carving – Ghost Stories Prep	October 27, 2022	6:00 p.m.	8:00 p.m.	Event	McKeon Stage
MSPA Downtown Trick or Treat	October 29, 2022	3:00 p.m.	6:00 p.m.	Event	Downtown / Main St.
PNS Ghost Stories	October 29, 2022	6:00 p.m.	9:00 p.m.	Event	PNS
Hibernian Harvest 4 Hunger 5K	TBD	6:00 a.m.	1:00 p.m.	Run	McKeon/ELP/PLP
Veteran's Day 5K	November 12, 2022	6:00 a.m.	12:00 p.m.	Run	McKeon/ELP/PLP
Turkey Trot – 35 th Year	November 24, 2022	6:00 a.m.	1:00 p.m.	Run	McKeon/ELP/PLP
MSPA Small Business Saturday	November 26, 2022	ALL	DAY	EVENT	Downtown / Main St.
Christmas on the River (MSPA)	December 2, 2022	6:00 p.m.	9:00 p.m.	MSPA	ELP/PLP
MSPA Gallery of Trees	December 8, 2022	4:00 p.m.	9:00 p.m.	MSP	Downtown
PNS Winter Wonderland	December 10, 2022	1:00 p.m.	3:00 p.m.	Event	PNS
River Park Church Block Party (TBD)	TBD	12:00 p.m.	8:00 p.m.	Event	McKeon Stage / ELP

Cancelled Events

Superhero Heart Run 5K	May 15, 2022	7:00 a.m.	12:00 p.m.	Run	McKeon/ELP/PLP
Specialized Research 5K	July 16, 2022				
Loper/Hensley Wedding	August 6, 2022	12:00 p.m.	10:00 p.m.	Wedding	Friends Shelter/PLP
Fall Finish 5K	September 17, 2022				
Gourdy's Pumpkin Run 5K	October 1, 2022				

Weekly Recurring Events:

1. Saturdays, starting April 30 through October 29, 2022 – Parkville Farmers Market
2. Wednesdays, starting June 8 through September 14, 2022 – Parkville Farmers Market

LEGEND

- ELP – English Landing Park
- PLP – Platte Landing Park
- MSPA – Main Street Parkville Assoc.
- PNS – Parkville Nature Sanctuary

HIGHLIGHTS (AS OF August 31, 2022)

- 5K – 18
- Weddings – 7
- Church Services - 15



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