



FINANCE COMMITTEE

Monday, October 24, 2022 4:30 PM

Administration Conference Room, City Hall

- 1. Call to Order**
- 2. Financial Updates**
 - A. City Administrator Approvals
- 3. Action Items**
 - A. Approve the minutes for the October 10, 2022, regular meeting
 - B. Approve supplemental agreement with Alliance Water Resources for management, maintenance and operations of the City's wastewater treatment and collection system (Public Works)
- 4. Non-Action Items**
- 5. Unfinished Business (postponed from prior meetings)**
- 6. Other Business**
- 7. Adjourn**



CITY ADMINISTRATOR
PURCHASING APPROVAL

City of Parkville

Preparation date:

October 20, 2022

Department: Public Works

Low Bidder and
Contract Amount:

Bliss Associates, LLC
1000 Walnut St. Suite 920
Kansas City, MO 64106

\$4,000 - \$4,500

General Scope of Work Description/Project:

Appraisal Services for Parkville Commons

On October 16, 2018, the Board of Aldermen approved a professional services agreement with Bliss Associates for on-call appraisal services. Bliss has provided appraisal services to the City since that time.

The City would like to determine the value of parcels within the Parkville Commons 8th Plat.

The General Fund includes \$40,000 in the Public Works Budget for engineering support to supplement staff. There is capacity in this budget to cover this expense.

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

In July 2018, staff released a Request for Qualifications for the appraisal services. There were three firms who responded to that request. Based on a review of the proposals, staff selected Bliss Associates. The City has an on-call services agreement with Bliss Associates, dated October 16, 2018. However, since that agreement recently expired, the new agreement covers the scope and fee associated with the current project.

Project Start Date:

10/20/22

Estimated Completion Date:

12/04/22

Budget Account Code:

10-515.08-03-00

Authorization:

☐ City Administrator: _____

Date: _____

☐ Department Head: Alyson Mahan

10/20/22

☐ Mayor (if applicable): _____

☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

PROFESSIONAL SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this 20th day of October, 2022 by and between the CITY OF PARKVILLE, MISSOURI ("City") and BLISS ASSOCIATES, LLC ("Service Provider").

WHEREAS, the City requires appraisal services for Parkville Commons 8th Plat ("Project"); and

WHEREAS, Service Provider was chosen through a qualifications-based selection process and has demonstrated the necessary expertise, experience, and personnel to complete the Project.

WHEREAS, the City has budgeted funds to acquire professional services as necessary to meet the periodic needs of 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 "Services" when used in this Agreement shall mean any and all professional services provided by the Service Provider in accordance with this Agreement.
- B. The City agrees to retain Service Provider and Service Provider agrees to perform and complete the Services described in the Exhibit A – Work Plan, attached hereto and incorporated by reference.
- C. The City reserves the right to direct revision of the Services at the City's discretion. Service Provider shall advise the City of additional costs and time delays, if any, in performing the revision, before Service Provider performs the revised services.
- D. Service Provider shall provide Additional Services under this Agreement only upon written request of the City and only to the extent defined and required by the City. Any additional services or materials provided by the Service Provider without the City's prior written consent shall be at the Service Provider's own risk, cost, and expense, and Service Provider shall not make a claim for compensation from the City for such work.

II. STANDARD OF CARE

- A. Service Provider shall exercise the same degree of care, skill, and diligence in the performance of all Services to the City that is ordinarily possessed and exercised by reasonable, prudent, and experienced professionals under similar circumstances.
- B. Service Provider represents it has all necessary licenses, permits, knowledge, and certifications required to perform the Services described herein.

III. COMPENSATION

- A. As consideration for providing the Services, the City shall pay Service Provider as follows:
 - i. Services will be billed in incremental amounts based on the unit prices provided in Exhibit B. The total cost of the project will not exceed four-thousand five hundred and No/100 dollars (\$4,500) based upon an estimated 24 hours.
 - ii. Service Provider is not eligible for reimbursement for miscellaneous expenses including travel, transportation, postage, etc.

- B. Service Provider shall submit an itemized invoice to the City on the first day of each month that details the Services that were provided in the month immediately prior, as well as any other charges or reimbursements to which the Service Provider is entitled by this Agreement. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Service Provider of the nature of the dispute regarding the balance.
- C. Service Provider shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

IV. SCHEDULE

- A. Unless otherwise directed by the City, Service Provider shall commence performance of the Services upon execution of this Agreement.
- B. Services shall be completed within the timeframe(s) outlined in Exhibit A – Work Plan.
- C. Neither the City nor the Service Provider shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.
- D. If Service Provider's performance is delayed due to delays caused by the City, Service Provider shall have no claim against the City for damages or payment adjustment other than an extension of time to perform the Services.

V. LIABILITY AND INDEMNIFICATION

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

VI. INSURANCE

The Service Provider shall secure and maintain, at its expense, through the duration of this Agreement the insurance described on Exhibit B.

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

- A. Service Provider's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any and all employees of the Service Provider.
- B. While upon City premises, the Service Provider's employees and agents shall be subject to the City's rules and regulations respecting its property and the conduct of employees thereon.

VIII. OWNERSHIP OF WORK PRODUCT

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

IX. RELATIONSHIP OF THE PARTIES

- A. Service Provider represents that it has, or will secure at Service Provider's own expense, all personnel required in performing the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- B. All of the Services required hereunder will be performed by the Service Provider or under Service Provider's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

X. NOTICES

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

- B. Notices sent by Service Provider shall be sent to:

City of Parkville
Attn: Public Works Director
8880 Clark Ave.
Parkville, MO 64152
(816) 741-7676
aabel@parkvillemo.gov

Bliss Associates, LLC
Attn: Robert E. Marx, MAI, SRA
1000 Walnut St., Ste. 920
Kansas City, MO 64106-2145
RMarx@BlissAppraisal.com
816-221-9100

XI. TERM AND TERMINATION

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.
- B. The term of this Agreement shall be until all Services are satisfactorily completed and accepted by the City.
- C. Notwithstanding Article XI, Paragraph B, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days written notice to the Service Provider. The City shall compensate Service Provider for the Services that have been completed to the City's satisfaction as of the date of termination. Service Provider shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

XII. RESOLUTION OF DISPUTES

- A. City and Service Provider agree that disputes relative to the services and the Project 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 Service Provider shall proceed with the services as per this Agreement as if no dispute existed.
- B. 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 Administrator as to such matter or other action on which the dispute is based.
- C. Arbitration of disputes.
 - i. 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 Agreement and with the American Arbitration Association.
 - ii. 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.
 - iii. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the City or Service Provider and any person or entity with whom the City or Service Provider has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Agreement or not a party to an agreement with the City, except by written consent containing a specific reference to the Agreement signed by the City and Service Provider 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.

- iv. 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.
- v. 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.

XIII. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. Assignability. Service Provider shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Service Provider from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- C. Media Announcements. Service Provider shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City.
- D. Compliance with Local Laws. Service provider shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- E. Equal Employment Opportunity. During the performance of this Agreement, Service Provider agrees as follows:
 - i. Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - ii. Service Provider will, in all solicitation or advertisements for employees placed by or on behalf of Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 - iii. Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not

apply to contracts or subcontracts for standard commercial supplies or raw materials.

- F. Authorized Employees. Service Provider acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Service Provider therefore covenants that it will not knowingly be in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Services related to this Agreement, and that its employees can lawfully to work in the United States.
- G. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Service Provider shall take appropriate steps to assure compliance.
- H. Interest of Service Provider and Employees. Service Provider covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the scope of work associated with this Agreement or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- I. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Service Provider, and attached hereto.
- J. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- K. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- L. Third Parties. The Services to be performed by the Service Provider are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.
- M. Modifications. The Agreement cannot be modified or amended unless evidenced in writing, executed by both parties.

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
AMA

ATTEST:

Melissa McChesney, City Clerk

BLISS ASSOCIATES, LLC

By: Robert E. (Robin) Marx, MAI, SRA
Marx, MAI, SRA
Robert E. Marx
Vice President

Digitally signed by Robert E. (Robin) Marx,
MAI, SRA
DN: cn=Robert E. (Robin) Marx, MAI, SRA,
o=Bliss Associates, LLC, ou,
email=R-Marx@BlissAppraisal.com, c=US
Date: 2022.10.20 11:42:52 -0500

EXHIBIT A

SCOPE OF WORK AND FEES

Scope of Work: The scope of professional appraisal services includes the following:

Lot 17, Tract O, Lot 18, Parkville Commons 8th Plat – This valuation will be simple, but for the easements, covenants, and restrictions in place. A separate value of all three tracts are warranted for the assemblage.

The fee range is \$4,000 to \$4,500, based on an estimated 24 hours to complete.

Title work will need to be provided by the owner.

The project will be completed within 45 days.

EXHIBIT B

INSURANCE REQUIREMENTS

1. The Service Provider shall secure and maintain through the duration of this Agreement insurance (on an occurrence basis unless stated below) of such types and in such amounts stated below, but in no case less than as may be necessary to protect the Service Provider and the City and agents of the City against all hazards or risks of loss as hereinafter specified. The City will only accept coverage from an insurance carrier who offers proof that it:
 - a. Is authorized to do business in the State of Missouri;
 - b. Carries a Best's policy holder rating of A-VIII or better and at least a Class X financial rating.
 - c. Is a company mutually agreed upon by the City and the Service Provider.
2. The form of such insurance, together with the underwriter thereof in each case, shall be approved by the City, but regardless of such approval it shall be the responsibility of the Service Provider to maintain adequate insurance coverage at all times. City reserves the right to review certified copies of any and all insurance policies to which this Agreement is applicable. Failure of the Service Provider to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation, including but not limited to, the indemnification obligation.
3. The cost of defense of claims shall not erode the limits of coverage furnished. (This does not apply to Professional Liability, see Article 13).
4. If Service Provider should retain consultants to perform any of its services, Service Provider shall see to it that such third party maintains such insurance and shall furnish evidence thereof to City.
5. The insurance policies shall require that City shall be given at least thirty (30) days written notice from the insurer(s) before cancellation (except for non-payment of premium, for which at least ten (10) days advance notice shall be given to City) 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 the City prior to commencement of Work. The Contractor shall notify the City of any reduction in limits of protection under any policy listed in the Certificate in excess of \$10,000.00 at least ten (10) days prior to such change, whether or not such impairment came about as a result of the Contract. If the City determines the Contractor's aggregate limits of protection has been impaired or reduced to such an extent that the City shall determine such limits inadequate for the balance of the project, the Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City. Cancellation, non-renewal or material modification of coverage of any such insurance shall be the basis for the City's exercising its right to terminate the Contract.
6. Satisfactory certificates of insurance, written on a standard AIA Document G705 or ACORD form 25-S, Accord Form 27, as applicable, shall be filed with the City prior to commencement of work. The Certificate shall specify the date when such insurance expires. A renewal certificate shall be furnished to City prior to the expiration date of any coverage. Service Provider shall keep all insurance

in force throughout performance of the Services and for three (3) years after the Project Completion Date, so long a policy is reasonably available.

7. 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.
8. Service Provider shall include the Indemnitees as identified in the Agreement as additional insureds on the Commercial General Liability Insurance and the Commercial Automobile Liability Insurance policies described in Section 9. Indemnitees shall be included as additional insureds under Service Provider's furnished insurance (except Workers' Compensation Insurance and Professional Liability Insurance), for ongoing and completed operations. General Liability shall provide the additional insured status by using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/13 or other carrier form per Article 5). Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING and shall not be deemed to limit Service Provider's liability under this Agreement.
9. Service Provider agrees to procure and carry, at its sole cost, until completion of this Agreement all insurance, with identical limits of liability and scope of coverages, as set forth below:
 - 10.1 Commercial Automobile Liability Insurance. Service Provider shall maintain commercial automobile insurance, including contractual liabilities insuring the Indemnities set forth in the Agreement, subject to standard ISO CA0001 coverage terms and conditions, covering all owned, non-owned and hired automobiles used in connection with the services or other work hereunder and shall have minimum bodily injury and property damage limits of One Million Dollars \$1,000,000.00 combined single limit each accident. An MCS-90 endorsement shall be procured when applicable.
 - 10.2 Workers' Compensation and Employer's Liability Insurance. Service Provider shall maintain Worker's Compensation Insurance to cover the statutory limits of the Workers' Compensation laws of the state in which any work is to be performed and when applicable to Federal Laws, Voluntary Compensation and Employer's Liability (including occupational disease) coverage with limits not less than One Million Dollars \$1,000,000.00 per occurrence. The Service Provider shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include "all states" coverage.
 - 10.3 Commercial General Liability Insurance. Service Provider shall obtain and maintain Commercial General Liability Insurance, on an occurrence form for the hazards of (i) construction operation, (ii) subcontractors (iii) independent contractors, (iv) products and completed operations (with completed operations to remain in force for as long as Service Provider or those included as Additional Insureds bear exposure under all applicable statutes of limitation following project completion), (v) explosion, collapse and underground, (vi) pollution liability, and (vii) contractual

liability insuring the indemnities set forth in the Agreement subject to standard ISO CG0001 coverage terms and conditions. Each Project shall have minimum limits of Two Million Dollars \$2,000,000.00 per occurrence and Two Million Dollars \$2,000,000.00 products/completed operations aggregate coverage.

- 10.4 Excess Liability. Service Provider shall maintain Excess Liability coverage on an umbrella form with minimum limits of One Million Dollars \$1,000,000.00 per occurrence and Two Million Dollars \$2,000,000.00 aggregate.
11. Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers thereunder against City and all its assigns, affiliates, employees, insurers and underwriters.
12. 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, Service Provider's liability with respect to its performance of this Agreement.
13. Professional Liability coverage. The Service Provider shall procure and maintain Professional Liability Insurance in an aggregate amount of not less than Two Million Dollars (\$2,000,000.00), with a deductible of not more than One Hundred Thousand Dollars (\$100,000.00). Such insurance shall be issued by companies reasonably acceptable to City, and shall not be canceled, without thirty (30) days' prior written notice to the City, except for non-payment of premium, (for which at least ten (10) days advance notice shall be given to City. If any professional liability is canceled or not renewed, any substitute policy shall have a commencement date retroactive to the date upon which the Service Provider commences performance of the Services under this Agreement.
14. Service Provider shall not be permitted to commence any work on site until satisfactory copies of the Certificates evidencing insurance; Notice of Cancellation Endorsement; and Additional Insured Endorsement, have all been received and approved by City. Delay in commencement due to failure to provide such documentation shall constitute an unexcused delay.



CITY ADMINISTRATOR
PURCHASING APPROVAL

City of Parkville

Preparation date:

October 20, 2022

Department: Public Works

Low Bidder and
Contract Amount:

Bliss Associates, LLC
1000 Walnut St. Suite 920
Kansas City, MO 64106

\$7,200 - \$9,000

General Scope of Work Description/Project:

Appraisal Services for Platte Landing Park

On October 16, 2018, the Board of Aldermen approved a professional services agreement with Bliss Associates for on-call appraisal services. Bliss Associates provided the initial appraisal for the property associated with the Section 1135 Ecosystem Restoration project. Since that time, the US Army Corps of Engineers has requested additional information associated with the appraisal to determine the value of the land. The City had planned on using the value of the land as the local match for the Section 1135 project.

Bliss Associates worked closely with the US Army Corps of Engineers Real Estate professionals to determine the revised scope of work. This professional services agreement reflects that scope.

The Parks Sales Tax Fund includes \$40,000 for engineering support to supplement staff. There is capacity in this budget to cover this expense.

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

In July 2018, staff released a Request for Qualifications for the appraisal services. There were three firms who responded to that request. Based on a review of the proposals, staff selected Bliss Associates. The City has an on-call services agreement with Bliss Associates, dated October 16, 2018. However, since that agreement recently expired, the new agreement covers the scope and fee associated with the current project.

Project Start Date:

10/20/22

Estimated Completion Date:

11/19/22

Budget Account Code:

41-501.08-03-00

Authorization:

☐ City Administrator:

Date:

☐ Department Head:

☐ Mayor (if applicable):

☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

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WHEREAS, the City requires appraisal services for Platte Landing Park ("Project"); and

WHEREAS, Service Provider was chosen through a qualifications-based selection process and has demonstrated the necessary expertise, experience, and personnel to complete the Project.

WHEREAS, the City has budgeted funds to acquire professional services as necessary to meet the periodic needs of the City.

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

III. COMPENSATION

- A. As consideration for providing the Services, the City shall pay Service Provider as follows:
 - i. Services will be billed in incremental amounts based on the unit prices provided in Exhibit B. The total cost of the project will not exceed nine-thousand hundred and No/100 dollars (\$9,000) based upon an estimated 40 hours.
 - ii. Service Provider is not eligible for reimbursement for miscellaneous expenses including travel, transportation, postage, etc.

- B. Service Provider shall submit an itemized invoice to the City on the first day of each month that details the Services that were provided in the month immediately prior, as well as any other charges or reimbursements to which the Service Provider is entitled by this Agreement. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Service Provider of the nature of the dispute regarding the balance.
- C. Service Provider shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

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- D. If Service Provider's performance is delayed due to delays caused by the City, Service Provider shall have no claim against the City for damages or payment adjustment other than an extension of time to perform the Services.

V. LIABILITY AND INDEMNIFICATION

- A. Service Provider shall indemnify, defend and hold harmless the City and its departments, elected officials, officers, employees and agents, from and against all liability, suits, actions, proceedings, judgments, claims, losses, damages, and injuries (including attorneys' fees and other expenses of litigation, arbitration, mediation or appeal), which in whole or in part arise out of or have been connected with Service Providers' negligence, error, omission, recklessness, or wrongful or criminal conduct in the performance of Services, including performance by Service Provider's employees and agents; or arising from any claim for libel, slander, defamation, copyright infringement, invasion of privacy, piracy and/or plagiarism related to any materials related to materials Service Provider creates or supplies to the City, except to the extent that such claims arise from materials created or supplied by the City.
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VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

- A. Service Provider's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any and all employees of the Service Provider.
- B. While upon City premises, the Service Provider's employees and agents shall be subject to the City's rules and regulations respecting its property and the conduct of employees thereon.

VIII. OWNERSHIP OF WORK PRODUCT

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

IX. RELATIONSHIP OF THE PARTIES

- A. Service Provider represents that it has, or will secure at Service Provider's own expense, all personnel required in performing the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- B. All of the Services required hereunder will be performed by the Service Provider or under Service Provider's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

X. NOTICES

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

City of Parkville
Attn: Public Works Director
8880 Clark Ave.
Parkville, MO 64152
(816) 741-7676
aabel@parkvillemo.gov

Bliss Associates, LLC
Attn: Robert E. Marx, MAI, SRA
1000 Walnut St., Ste. 920
Kansas City, MO 64106-2145
RMarx@BlissAppraisal.com
816-221-9100

XI. TERM AND TERMINATION

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.
- B. The term of this Agreement shall be until all Services are satisfactorily completed and accepted by the City.
- C. Notwithstanding Article XI, Paragraph B, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days written notice to the Service Provider. The City shall compensate Service Provider for the Services that have been completed to the City's satisfaction as of the date of termination. Service Provider shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

XII. RESOLUTION OF DISPUTES

- A. City and Service Provider agree that disputes relative to the services and the Project 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 Service Provider shall proceed with the services as per this Agreement as if no dispute existed.
- B. 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 Administrator as to such matter or other action on which the dispute is based.
- C. Arbitration of disputes.
 - i. 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 Agreement and with the American Arbitration Association.
 - ii. 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.
 - iii. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the City or Service Provider and any person or entity with whom the City or Service Provider has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Agreement or not a party to an agreement with the City, except by written consent containing a specific reference to the Agreement signed by the City and Service Provider 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.

- iv. **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.
- v. **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.

XIII. MISCELLANEOUS PROVISIONS

- A. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. **Assignability.** Service Provider shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Service Provider from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- C. **Media Announcements.** Service Provider shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City.
- D. **Compliance with Local Laws.** Service provider shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- E. **Equal Employment Opportunity.** During the performance of this Agreement, Service Provider agrees as follows:
 - i. Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - ii. Service Provider will, in all solicitation or advertisements for employees placed by or on behalf of Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 - iii. Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not

apply to contracts or subcontracts for standard commercial supplies or raw materials.

- F. Authorized Employees. Service Provider acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Service Provider therefore covenants that it will not knowingly be in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Services related to this Agreement, and that its employees can lawfully to work in the United States.
- G. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Service Provider shall take appropriate steps to assure compliance.
- H. Interest of Service Provider and Employees. Service Provider covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the scope of work associated with this Agreement or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- I. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Service Provider, and attached hereto.
- J. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- K. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- L. Third Parties. The Services to be performed by the Service Provider are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.
- M. Modifications. The Agreement cannot be modified or amended unless evidenced in writing, executed by both parties.

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
AMA

ATTEST:

Melissa McChesney, City Clerk

BLISS ASSOCIATES, LLC

By: Robert E. (Robin) Marx, MAI, SRA
Marx, MAI, SRA
Robert E. Marx
Vice President

Digitally signed by Robert E. (Robin) Marx,
MAI, SRA
DN: cn=Robert E. (Robin) Marx, MAI, SRA,
o=Bliss Associates, LLC, ou,
email=RobMarx@BlissAppraisal.com, c=US
Date: 2022.10.20 11:44:01 -0500

EXHIBIT A

SCOPE OF WORK AND FEES

Scope of Work: The scope of professional appraisal services includes the following:

Appraisal Services for part of Platte Landing Park (115 acres out of 133+ acres) associated with the Section 1135 Parkville Bottoms Ecosystem Restoration Project.

The service requested is the estimated market value. The real property will be valued as a fee simple estate. The contract includes initial coordination with US Army Corps of Engineers real estate personnel.

The appraisal will conform to Uniform Standards of Professional Appraisal Practice (USPAP), supplemental Standards of Professional Appraisal Practice and Code of Professional Ethics of the Appraisal Institute, and the USACE's Appraisal Statement of Work for this specific assignment. The reporting will be an appraisal report as defined by USPAP.

The fee is based on the time forecast to complete the assignment. The fee range is \$7,200 to \$9,000, based on an estimated 32 to 40 hours to complete at a government rate of \$225. There are no additional consulting fees for outside consultants. Any additional fees will need to be approved by the City.

Additional services, such as meetings with the City and/or their representative and expert witness testimony will be billed at the following hourly rate:

Senior Principal - \$275
Senior Principal Travel - \$125

The project will be completed within 30 days.

EXHIBIT B

INSURANCE REQUIREMENTS

1. The Service Provider shall secure and maintain through the duration of this Agreement insurance (on an occurrence basis unless stated below) of such types and in such amounts stated below, but in no case less than as may be necessary to protect the Service Provider and the City and agents of the City against all hazards or risks of loss as hereinafter specified. The City will only accept coverage from an insurance carrier who offers proof that it:
 - a. Is authorized to do business in the State of Missouri;
 - b. Carries a Best's policy holder rating of A-VIII or better and at least a Class X financial rating.
 - c. Is a company mutually agreed upon by the City and the Service Provider.
2. The form of such insurance, together with the underwriter thereof in each case, shall be approved by the City, but regardless of such approval it shall be the responsibility of the Service Provider to maintain adequate insurance coverage at all times. City reserves the right to review certified copies of any and all insurance policies to which this Agreement is applicable. Failure of the Service Provider to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation, including but not limited to, the indemnification obligation.
3. The cost of defense of claims shall not erode the limits of coverage furnished. (This does not apply to Professional Liability, see Article 13).
4. If Service Provider should retain consultants to perform any of its services, Service Provider shall see to it that such third party maintains such insurance and shall furnish evidence thereof to City.
5. The insurance policies shall require that City shall be given at least thirty (30) days written notice from the insurer(s) before cancellation (except for non-payment of premium, for which at least ten (10) days advance notice shall be given to City) 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 the City prior to commencement of Work. The Contractor shall notify the City of any reduction in limits of protection under any policy listed in the Certificate in excess of \$10,000.00 at least ten (10) days prior to such change, whether or not such impairment came about as a result of the Contract. If the City determines the Contractor's aggregate limits of protection has been impaired or reduced to such an extent that the City shall determine such limits inadequate for the balance of the project, the Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City. Cancellation, non-renewal or material modification of coverage of any such insurance shall be the basis for the City's exercising its right to terminate the Contract.
6. Satisfactory certificates of insurance, written on a standard AIA Document G705 or ACORD form 25-S, Accord Form 27, as applicable, shall be filed with the City prior to commencement of work. The Certificate shall specify the date when such insurance expires. A renewal certificate shall be furnished to City prior to the expiration date of any coverage. Service Provider shall keep all insurance

in force throughout performance of the Services and for three (3) years after the Project Completion Date, so long a policy is reasonably available.

7. 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.
8. Service Provider shall include the Indemnitees as identified in the Agreement as additional insureds on the Commercial General Liability Insurance and the Commercial Automobile Liability Insurance policies described in Section 9. Indemnitees shall be included as additional insureds under Service Provider's furnished insurance (except Workers' Compensation Insurance and Professional Liability Insurance), for ongoing and completed operations. General Liability shall provide the additional insured status by using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/13 or other carrier form per Article 5). Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING and shall not be deemed to limit Service Provider's liability under this Agreement.
9. Service Provider agrees to procure and carry, at its sole cost, until completion of this Agreement all insurance, with identical limits of liability and scope of coverages, as set forth below:
 - 10.1 Commercial Automobile Liability Insurance. Service Provider shall maintain commercial automobile insurance, including contractual liabilities insuring the Indemnities set forth in the Agreement, subject to standard ISO CA0001 coverage terms and conditions, covering all owned, non-owned and hired automobiles used in connection with the services or other work hereunder and shall have minimum bodily injury and property damage limits of One Million Dollars \$1,000,000.00 combined single limit each accident. An MCS-90 endorsement shall be procured when applicable.
 - 10.2 Workers' Compensation and Employer's Liability Insurance. Service Provider shall maintain Worker's Compensation Insurance to cover the statutory limits of the Workers' Compensation laws of the state in which any work is to be performed and when applicable to Federal Laws, Voluntary Compensation and Employer's Liability (including occupational disease) coverage with limits not less than One Million Dollars \$1,000,000.00 per occurrence. The Service Provider shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include "all states" coverage.
 - 10.3 Commercial General Liability Insurance. Service Provider shall obtain and maintain Commercial General Liability Insurance, on an occurrence form for the hazards of (i) construction operation, (ii) subcontractors (iii) independent contractors, (iv) products and completed operations (with completed operations to remain in force for as long as Service Provider or those included as Additional Insureds bear exposure under all applicable statutes of limitation following project completion), (v) explosion, collapse and underground, (vi) pollution liability, and (vii) contractual

liability insuring the indemnities set forth in the Agreement subject to standard ISO CG0001 coverage terms and conditions. Each Project shall have minimum limits of Two Million Dollars \$2,000,000.00 per occurrence and Two Million Dollars \$2,000,000.00 products/completed operations aggregate coverage.

- 10.4 Excess Liability. Service Provider shall maintain Excess Liability coverage on an umbrella form with minimum limits of One Million Dollars \$1,000,000.00 per occurrence and Two Million Dollars \$2,000,000.00 aggregate.
11. Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers thereunder against City and all its assigns, affiliates, employees, insurers and underwriters.
12. 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, Service Provider's liability with respect to its performance of this Agreement.
13. Professional Liability coverage. The Service Provider shall procure and maintain Professional Liability Insurance in an aggregate amount of not less than Two Million Dollars (\$2,000,000.00), with a deductible of not more than One Hundred Thousand Dollars (\$100,000.00). Such insurance shall be issued by companies reasonably acceptable to City, and shall not be canceled, without thirty (30) days' prior written notice to the City, except for non-payment of premium, (for which at least ten (10) days advance notice shall be given to City. If any professional liability is canceled or not renewed, any substitute policy shall have a commencement date retroactive to the date upon which the Service Provider commences performance of the Services under this Agreement.
14. Service Provider shall not be permitted to commence any work on site until satisfactory copies of the Certificates evidencing insurance; Notice of Cancellation Endorsement; and Additional Insured Endorsement, have all been received and approved by City. Delay in commencement due to failure to provide such documentation shall constitute an unexcused delay.



CITY ADMINISTRATOR
PURCHASING APPROVAL

City of Parkville

Preparation date:

October 20, 2022

Department: Public Works

Low Bidder and
Contract Amount:

Bliss Associates, LLC
1000 Walnut St. Suite 920
Kansas City, MO 64106

Not to Exceed \$2,000

General Scope of Work Description/Project:

Appraisal Services for 1 South Main Street

On October 16, 2018, the Board of Aldermen approved a professional services agreement with Bliss Associates for on-call appraisal services. Bliss has provided appraisal services to the City since that time.

Main Street Parkville Association, the Parkville Old Towne Marketplace Community Improvement District and the City have discussed the installation of a public restroom in the City property south of Bentley Guitar and north of the railroad tracks, at 1 South Main Street. The City would like to perform a current appraisal of the property.

The General Fund includes \$40,000 in the Public Works Budget for engineering support to supplement staff. There is capacity in this budget to cover this expense.

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

In July 2018, staff released a Request for Qualifications for the appraisal services. There were three firms who responded to that request. Based on a review of the proposals, staff selected Bliss Associates. The City has an on-call services agreement with Bliss Associates, dated October 16, 2018. However, since that agreement recently expired, the new agreement covers the scope and fee associated with the current project.

Project Start Date:

10/20/22

Estimated Completion Date:

12/04/22

Budget Account Code:

10-515.08-03-00

Authorization:

☐ City Administrator: _____

Date: _____

☐ Department Head: Algen Mahal

10/20/22

☐ Mayor (if applicable): _____

☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

PROFESSIONAL SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this 20th day of October, 2022 by and between the CITY OF PARKVILLE, MISSOURI ("City") and BLISS ASSOCIATES, LLC ("Service Provider").

WHEREAS, the City requires appraisal services for 1 South Main Street ("Project"); and

WHEREAS, Service Provider was chosen through a qualifications-based selection process and has demonstrated the necessary expertise, experience, and personnel to complete the Project.

WHEREAS, the City has budgeted funds to acquire professional services as necessary to meet the periodic needs of 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 "Services" when used in this Agreement shall mean any and all professional services provided by the Service Provider in accordance with this Agreement.
- B. The City agrees to retain Service Provider and Service Provider agrees to perform and complete the Services described in the Exhibit A – Work Plan, attached hereto and incorporated by reference.
- C. The City reserves the right to direct revision of the Services at the City's discretion. Service Provider shall advise the City of additional costs and time delays, if any, in performing the revision, before Service Provider performs the revised services.
- D. Service Provider shall provide Additional Services under this Agreement only upon written request of the City and only to the extent defined and required by the City. Any additional services or materials provided by the Service Provider without the City's prior written consent shall be at the Service Provider's own risk, cost, and expense, and Service Provider shall not make a claim for compensation from the City for such work.

II. STANDARD OF CARE

- A. Service Provider shall exercise the same degree of care, skill, and diligence in the performance of all Services to the City that is ordinarily possessed and exercised by reasonable, prudent, and experienced professionals under similar circumstances.
- B. Service Provider represents it has all necessary licenses, permits, knowledge, and certifications required to perform the Services described herein.

III. COMPENSATION

- A. As consideration for providing the Services, the City shall pay Service Provider as follows:
 - i. Services will be billed in incremental amounts based on the unit prices provided in Exhibit B. The total cost of the project will not exceed two-thousand and No/100 dollars (\$2,000) based upon an expected 10-12 hours at an hourly rate of \$175.
 - ii. Service Provider is not eligible for reimbursement for miscellaneous expenses including travel, transportation, postage, etc.

- B. Service Provider shall submit an itemized invoice to the City on the first day of each month that details the Services that were provided in the month immediately prior, as well as any other charges or reimbursements to which the Service Provider is entitled by this Agreement. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Service Provider of the nature of the dispute regarding the balance.
- C. Service Provider shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

IV. SCHEDULE

- A. Unless otherwise directed by the City, Service Provider shall commence performance of the Services upon execution of this Agreement.
- B. Services shall be completed within the timeframe(s) outlined in Exhibit A – Work Plan.
- C. Neither the City nor the Service Provider shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.
- D. If Service Provider's performance is delayed due to delays caused by the City, Service Provider shall have no claim against the City for damages or payment adjustment other than an extension of time to perform the Services.

V. LIABILITY AND INDEMNIFICATION

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

VI. INSURANCE

The Service Provider shall secure and maintain, at its expense, through the duration of this Agreement the insurance described on Exhibit B.

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

- A. Service Provider's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any and all employees of the Service Provider.
- B. While upon City premises, the Service Provider's employees and agents shall be subject to the City's rules and regulations respecting its property and the conduct of employees thereon.

VIII. OWNERSHIP OF WORK PRODUCT

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

IX. RELATIONSHIP OF THE PARTIES

- A. Service Provider represents that it has, or will secure at Service Provider's own expense, all personnel required in performing the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- B. All of the Services required hereunder will be performed by the Service Provider or under Service Provider's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

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- B. The term of this Agreement shall be until all Services are satisfactorily completed and accepted by the City.
- C. Notwithstanding Article XI, Paragraph B, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days written notice to the Service Provider. The City shall compensate Service Provider for the Services that have been completed to the City's satisfaction as of the date of termination. Service Provider shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

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- A. City and Service Provider agree that disputes relative to the services and the Project 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 Service Provider shall proceed with the services as per this Agreement as if no dispute existed.
- B. 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 Administrator as to such matter or other action on which the dispute is based.
- C. Arbitration of disputes.
 - i. 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 Agreement and with the American Arbitration Association.
 - ii. 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.
 - iii. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the City or Service Provider and any person or entity with whom the City or Service Provider has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Agreement or not a party to an agreement with the City, except by written consent containing a specific reference to the Agreement signed by the City and Service Provider 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.

- iv. **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.
- v. **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.

XIII. MISCELLANEOUS PROVISIONS

- A. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. **Assignability.** Service Provider shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Service Provider from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- C. **Media Announcements.** Service Provider shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City.
- D. **Compliance with Local Laws.** Service provider shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- E. **Equal Employment Opportunity.** During the performance of this Agreement, Service Provider agrees as follows:
 - i. Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - ii. Service Provider will, in all solicitation or advertisements for employees placed by or on behalf of Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 - iii. Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not

apply to contracts or subcontracts for standard commercial supplies or raw materials.

- F. Authorized Employees. Service Provider acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Service Provider therefore covenants that it will not knowingly be in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Services related to this Agreement, and that its employees can lawfully to work in the United States.
- G. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Service Provider shall take appropriate steps to assure compliance.
- H. Interest of Service Provider and Employees. Service Provider covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the scope of work associated with this Agreement or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- I. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Service Provider, and attached hereto.
- J. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- K. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- L. Third Parties. The Services to be performed by the Service Provider are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.
- M. Modifications. The Agreement cannot be modified or amended unless evidenced in writing, executed by both parties.

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

AMA

ATTEST:

Melissa McChesney, City Clerk

BLISS ASSOCIATES, LLC

By: Robert E. (Robin) Marx, MAI, SRA
Marx, MAI, SRA
Robert E. Marx
Vice President

Digitally signed by Robert E. (Robin) Marx, MAI, SRA
DN: cn=Robert E. (Robin) Marx, MAI, SRA, o=Bliss
Associates, LLC, c=US
email=RMarx@BlissAssociates.com, c=US
Date: 2023.10.20 11:48:23 -0500

EXHIBIT A

SCOPE OF WORK AND FEES

Scope of Work: The scope of professional appraisal services includes the following:

1 South Main Street – This is a simple valuation. The fee is not to exceed \$2,000 based upon an expected 10-12 hours at the lowest government rate of \$175.

The project will be completed within 45 days.

EXHIBIT B

INSURANCE REQUIREMENTS

1. The Service Provider shall secure and maintain through the duration of this Agreement insurance (on an occurrence basis unless stated below) of such types and in such amounts stated below, but in no case less than as may be necessary to protect the Service Provider and the City and agents of the City against all hazards or risks of loss as hereinafter specified. The City will only accept coverage from an insurance carrier who offers proof that it:
 - a. Is authorized to do business in the State of Missouri;
 - b. Carries a Best's policy holder rating of A-VIII or better and at least a Class X financial rating.
 - c. Is a company mutually agreed upon by the City and the Service Provider.
2. The form of such insurance, together with the underwriter thereof in each case, shall be approved by the City, but regardless of such approval it shall be the responsibility of the Service Provider to maintain adequate insurance coverage at all times. City reserves the right to review certified copies of any and all insurance policies to which this Agreement is applicable. Failure of the Service Provider to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation, including but not limited to, the indemnification obligation.
3. The cost of defense of claims shall not erode the limits of coverage furnished. (This does not apply to Professional Liability, see Article 13).
4. If Service Provider should retain consultants to perform any of its services, Service Provider shall see to it that such third party maintains such insurance and shall furnish evidence thereof to City.
5. The insurance policies shall require that City shall be given at least thirty (30) days written notice from the insurer(s) before cancellation (except for non-payment of premium, for which at least ten (10) days advance notice shall be given to City) 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 the City prior to commencement of Work. The Contractor shall notify the City of any reduction in limits of protection under any policy listed in the Certificate in excess of \$10,000.00 at least ten (10) days prior to such change, whether or not such impairment came about as a result of the Contract. If the City determines the Contractor's aggregate limits of protection has been impaired or reduced to such an extent that the City shall determine such limits inadequate for the balance of the project, the Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City. Cancellation, non-renewal or material modification of coverage of any such insurance shall be the basis for the City's exercising its right to terminate the Contract.
6. Satisfactory certificates of insurance, written on a standard AIA Document G705 or ACORD form 25-S, Accord Form 27, as applicable, shall be filed with the City prior to commencement of work. The Certificate shall specify the date when such insurance expires. A renewal certificate shall be furnished to City prior to the expiration date of any coverage. Service Provider shall keep all insurance

in force throughout performance of the Services and for three (3) years after the Project Completion Date, so long a policy is reasonably available.

7. 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.
8. Service Provider shall include the Indemnitees as identified in the Agreement as additional insureds on the Commercial General Liability Insurance and the Commercial Automobile Liability Insurance policies described in Section 9. Indemnitees shall be included as additional insureds under Service Provider's furnished insurance (except Workers' Compensation Insurance and Professional Liability Insurance), for ongoing and completed operations. General Liability shall provide the additional insured status by using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/13 or other carrier form per Article 5). Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING and shall not be deemed to limit Service Provider's liability under this Agreement.
9. Service Provider agrees to procure and carry, at its sole cost, until completion of this Agreement all insurance, with identical limits of liability and scope of coverages, as set forth below:
 - 10.1 Commercial Automobile Liability Insurance. Service Provider shall maintain commercial automobile insurance, including contractual liabilities insuring the Indemnities set forth in the Agreement, subject to standard ISO CA0001 coverage terms and conditions, covering all owned, non-owned and hired automobiles used in connection with the services or other work hereunder and shall have minimum bodily injury and property damage limits of One Million Dollars \$1,000,000.00 combined single limit each accident. An MCS-90 endorsement shall be procured when applicable.
 - 10.2 Workers' Compensation and Employer's Liability Insurance. Service Provider shall maintain Worker's Compensation Insurance to cover the statutory limits of the Workers' Compensation laws of the state in which any work is to be performed and when applicable to Federal Laws, Voluntary Compensation and Employer's Liability (including occupational disease) coverage with limits not less than One Million Dollars \$1,000,000.00 per occurrence. The Service Provider shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include "all states" coverage.
 - 10.3 Commercial General Liability Insurance. Service Provider shall obtain and maintain Commercial General Liability Insurance, on an occurrence form for the hazards of (i) construction operation, (ii) subcontractors (iii) independent contractors, (iv) products and completed operations (with completed operations to remain in force for as long as Service Provider or those included as Additional Insureds bear exposure under all applicable statutes of limitation following project completion), (v) explosion, collapse and underground, (vi) pollution liability, and (vii) contractual

liability insuring the indemnities set forth in the Agreement subject to standard ISO CG0001 coverage terms and conditions. Each Project shall have minimum limits of Two Million Dollars \$2,000,000.00 per occurrence and Two Million Dollars \$2,000,000.00 products/completed operations aggregate coverage.

- 10.4 Excess Liability. Service Provider shall maintain Excess Liability coverage on an umbrella form with minimum limits of One Million Dollars \$1,000,000.00 per occurrence and Two Million Dollars \$2,000,000.00 aggregate.
11. Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers thereunder against City and all its assigns, affiliates, employees, insurers and underwriters.
12. 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, Service Provider's liability with respect to its performance of this Agreement.
13. Professional Liability coverage. The Service Provider shall procure and maintain Professional Liability Insurance in an aggregate amount of not less than Two Million Dollars (\$2,000,000.00), with a deductible of not more than One Hundred Thousand Dollars (\$100,000.00). Such insurance shall be issued by companies reasonably acceptable to City, and shall not be canceled, without thirty (30) days' prior written notice to the City, except for non-payment of premium, (for which at least ten (10) days advance notice shall be given to City. If any professional liability is canceled or not renewed, any substitute policy shall have a commencement date retroactive to the date upon which the Service Provider commences performance of the Services under this Agreement.
14. Service Provider shall not be permitted to commence any work on site until satisfactory copies of the Certificates evidencing insurance; Notice of Cancellation Endorsement; and Additional Insured Endorsement, have all been received and approved by City. Delay in commencement due to failure to provide such documentation shall constitute an unexcused delay.



CITY ADMINISTRATOR
PURCHASING APPROVAL

City of Parkville

Preparation date:

October 10, 2022

Department: Public Works

Low Bidder and
Contract Amount:

Good Times Auto Body, Inc.
Attn: Justin Gentry

\$3,627.74

General Scope of Work Description/Project:

Community Development Department 2015 Ford Escape SUV Repairs:

On February 16, 2022 Ed Gault (Building Official) was driving the Community Development Department's 2015 Ford Escape SUV along NW River Road to an inspection in western Parkville when a deer ran into the side of the vehicle causing damage to the passenger side door. The scope of work for this invoice includes costs to repair the damage on the left side of the 2015 Ford Escape SUV.

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

The Community Development Department obtained three quotes from automobile repair shops around the Northland to repair damage on the 2015 Ford Escape SUV:

1. Good Times Auto Body, Inc. – \$3,627.74
2. Northstar Autobody, Inc. – \$4,728.99
3. Barbosa's Kustom Kolor Paint & Body – \$4,760.90

Staff recommends utilizing the lowest bidder for the repair services — Good Times Auto Body, Inc. It should be noted that the City's automobile insurance provider — Midwest Public Risk (MPR) — has already provided the City a check in the amount of \$2,627.74 to cover costs associated with these repairs, which is the lowest bid amount from Good Times Auto Body, Inc., minus our \$1,000.00 auto insurance deductible.

Project Start Date:

10/10/22

Estimated Completion Date:

10/14/22

Budget Account Code:

10-518.06-21-00

Authorization:

- ☒ City Administrator: *Andy M. Barton* Date: 6/28/2022
- ☐ Department Head: _____
- ☐ Mayor (if applicable): _____
- ☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

GOOD TIMES AUTO BODY, INC.
9906 NW 45 Highway, Kansas City, MO 64152
Phone: (816) 741-4727
FAX: (816) 741-0147

Workfile ID: 0a3377af
PartsShare: 6D6MyS
Federal ID: 43-1641119
State ID: 10714171

Preliminary Estimate

Customer: CITY OF PARKVILLE MO

Job Number:

Written By: Justin Gentry

Insured: CITY OF PARKVILLE MO
Type of Loss:
Point of Impact: 09 Left T-Bone (Left Side)

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
CITY OF PARKVILLE MO
(347) 415-3662 Cell

Inspection Location:
GOOD TIMES AUTO BODY, INC.
9906 NW 45 Highway
Kansas City, MO 64152
Repair Facility
(816) 741-4727 Day

Insurance Company:

VEHICLE

2015 FORD Escape SE FWD 4D UTV 4-1.6L Turbocharged Gasoline Gasoline Direct Injection SILVER

VIN: 1FMCU0GX0FUC25083	Interior Color: DARK	Mileage In: 44,461	Vehicle Out:
License: 22	Exterior Color: SILVER	Mileage Out:	
State: MO	Production Date: 4/2015	Condition: Fair	Job #:

TRANSMISSION

Automatic Transmission

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat

DECOR

Dual Mirrors
Privacy Glass
Console/Storage
Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel

Backup Camera

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

Satellite Radio

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags

Head/Curtain Air Bags
Hands Free Device

SEATS

Cloth Seats
Bucket Seats
Reclining/Lounge Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps

Get live updates at www.carwise.com/e/4bu7nZ

Preliminary Estimate

Customer: CITY OF PARKVILLE MO

Job Number:

2015 FORD Escape SE FWD 4D UTV 4-1.6L Turbocharged Gasoline Gasoline Direct Injection SILVER

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER & GRILLE					
2	R&I	R&I bumper cover				2.1	
3		FRONT LAMPS					
4	R&I	LT R&I headlamp assy				0.3	
5		FENDER					
6	Blnd	LT Fender					1.1
7	R&I	LT Upper molding				0.2	
8	R&I	LT Wheel opng mldg w/o auto park				0.3	
9		ROOF					
10	R&I	LT Roof molding				0.4	
11		PILLARS, ROCKER & FLOOR					
12	*	Blnd LT Aperture panel			s		0.8
13	#	>>Upper rail		1			
14		FRONT DOOR					
15	*	Rpr LT Outer panel to 07/13/2017 (HSS)				8.0	2.2
16		Add for Clear Coat					0.9
17	*	R&I LT Side molding				0.4	
18		R&I LT Belt molding black				0.3	
19		R&I LT R&I mirror				0.3	
20	Repl	RT Mirror glass w/o blind spot monitor	CJ5Z17K707A	1	73.72	0.2	
21		R&I LT Handle, outside w/o keyless entry/start primed				0.4	
22		R&I LT R&I trim panel				0.5	
23		R&I LT Door w'strip				0.6	
24	#	Feather edge prime and block		1			1.0
25		REAR DOOR					
26	*	Repl LKQ LT door assy +30%	CJ5Z7824631A	1	409.50	1.5	3.2
27		Overlap Major Adj. Panel					-0.4
28		Add for Clear Coat					0.6
29		R&I LT Door w'strip				0.6	
30		R&I LT Belt molding black				0.3	
31		R&I LT Side molding				0.4	
32	Repl	LT Applique front	CJ5Z78255A35AB	1	62.30	0.2	
33	Repl	LT Applique rear	CJ5Z78255A35AA	1	51.42	0.2	
34		R&I LT Door glass Ford green tint				0.5	
35	*	R&I LT Run channel to 07/17/2016				0.3	
36		R&I LT Handle, outside w/o keyless entry/start primed				0.4	
37	Refn	LT Handle, outside w/o keyless entry/start primed					0.5
38		Overlap Minor Panel					-0.2

Preliminary Estimate

Customer: CITY OF PARKVILLE MO

Job Number:

2015 FORD Escape SE FWD 4D UTV 4-1.6L Turbocharged Gasoline Gasoline Direct Injection SILVER

39		Add for Clear Coat				0.1
40	R&I	LT Latch				0.4
41	R&I	LT Check arm				0.2
42	R&I	LT R&I trim panel				0.4
43	#	Detrim LKQ door assy	1			2.0
44	QUARTER PANEL					
45	*	Rpr LT Quarter panel				1.0 2.7
46		Overlap Major Adj. Panel				-0.4
47		Add for Clear Coat				0.5
48	R&I	LT Wheel opng mldg				0.3
49	R&I	LT Qtr glass Ford, w/black molding green tint				1.6
50	#	Repl Urethane kit	1	25.00		
51	REAR LAMPS					
52	R&I	LT Tail lamp assy				0.3
53	REAR BUMPER					
54	R&I	R&I bumper cover				1.5
55	#	Rope glass - w/s	1			0.5
56	#	Repl Seam sealer/caulking	1	10.00		0.5
57	#	Subl Hazardous waste removal	1	5.00 X		
58	#	Repl Cover car	1			0.5
59	#	Repl Corrosion protection primer	1	10.00		0.5
60	#	Rpr Color sand and buff				1.0
SUBTOTALS				646.94	29.1	12.6

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				641.94
Body Labor	29.1 hrs	@	\$ 60.00 /hr	1,746.00
Paint Labor	12.6 hrs	@	\$ 60.00 /hr	756.00
Paint Supplies	12.6 hrs	@	\$ 38.00 /hr	478.80
Miscellaneous				5.00
Subtotal				3,627.74
Grand Total				3,627.74
INSURANCE PAY				3,627.74

MyPriceLink Estimate ID / Quote ID:

920382631550394368 / 100454272

Preliminary Estimate

Customer: CITY OF PARKVILLE MO

Job Number:

2015 FORD Escape SE FWD 4D UTV 4-1.6L Turbocharged Gasoline Gasoline Direct Injection SILVER

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MK13, CCC Data Date 02/01/2022, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinishing operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2022 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

BARBOSA'S KUSTOM KOLOR PAINT & BODY

Workfile ID:
PartsShare:

94d51f88
69KPMP

9220 NW 63rd st, 9220 NW 63rd st, Parkville, MO
64152

Phone: (816) 741-6348

FAX: (816) 741-4035

Estimate

*** CANCELLED - Customer Request ***

RO Number:

Customer:
City Of Parkville

Insurance:

Adjuster:

Phone:

Claim:

Loss Date:

Deductible:

Estimator:

Create Date:

Tony Olson

3/9/2021

(816) 365-5470

2015 FORD Escape SE FWD 4D UTV 4-1.6L Turbocharged Gasoline Gasoline Direct Injection

VIN: 1FMCU0GX0FUC25083

Interior Color:

Mileage In:

Vehicle Out:

License:

Exterior Color:

Mileage Out:

State: MO

Production Date:

Condition:

Job #:

Line	Ver	Operation	Description	Qty	Extended Price \$	Part Type	Labor	Type	Paint
1	E01		FRONT BUMPER & GRILLE						
2	E01	Remove/Install	R&I bumper cover				2.1	Body	
3	E01		FRONT LAMPS						
4	E01	Remove/Install	LT R&I headlamp assy				0.3	Body	
5	E01		FENDER						
6	E01	Blend	LT Fender						1.1
7	E01	Remove/Install	LT Fender liner				0.3	Body	
8	E01	Remove/Install	LT Wheel opng mldg w/o auto park				0.3	Body	
9	E01	Remove/Install	LT Ornament				0.1	Body	
10	E01	Remove/Install	LT Upper molding				0.2	Body	
11	E01	Remove/Install	Mud guard				0.4	Body	
12	E01		ROOF						
13	E01	Remove/Install	LT Roof molding				0.4	Body	
14	E01		PILLARS, ROCKER & FLOOR						
15	E01	Repair	LT Aperture panel				5.0	Body	2.0
16	E01		Add for Clear Coat						0.8
17	E01		FRONT DOOR						
18	E01	Remove/Replace	LT door assy	1	635.00T	LKQ	1.8	Body	3.2
19	E01		Overlap Major Adj. Panel						(0.4)
20	E01		Add for Clear Coat						0.6
21	E01	Remove/Install	LT Side molding				0.4	Body	
22	E01	Remove/Install	LT Belt molding black				0.3	Body	

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

9/16/2021 1:59:21 PM

Page 1

Page 43 of 53

*** CANCELLED - Customer Request ***

RO Number:

2015 FORD Escape SE FWD 4D UTV 4-1.6L Turbocharged Gasoline Gasoline Direct Injection

23	E01	Remove/Install	LT Applique				0.2	Body	
24	E01	Remove/Install	LT R&I mirror				0.3	Body	
25	E01	Remove/Install	LT Window regulator w/one touch down w/one touch down				0.5	Body	
26	E01	Remove/Replace	LT Door glass Ford w/o laminated		LKQ		0.5	Body	
27	E01	Remove/Install	LT Run channel to 07/17/2016				0.3	Body	
28	E01	Remove/Install	LT R&I trim panel				0.5	Body	
29	E01	Remove/Install	LT Window molding				0.2	Body	
30	E01	Remove/Install	LT Handle, outside w/o keyless entry/start primed				0.4	Body	
31	E01	Refinish	LT Handle, outside w/o keyless entry/start primed						0.5
32	E01		Overlap Minor Panel						(0.2)
33	E01		Add for Clear Coat						0.1
34	E01		REAR DOOR						
35	E01	Remove/Replace	LT door assy	1	225.00T	LKQ	1.5	Body	3.2
36	E01		Overlap Major Adj. Panel						(0.4)
37	E01		Add for Clear Coat						0.6
38	E01	Remove/Install	LT Door w'strip				0.6	Body	
39	E01	Remove/Install	LT Side molding				0.4	Body	
40	E01	Remove/Install	LT Belt molding black				0.3	Body	
41	E01	Remove/Install	LT Applique front				0.2	Body	
42	E01	Remove/Install	LT Applique rear				0.2	Body	
43	E01	Remove/Install	LT Door glass Ford green tint				0.5	Body	
44	E01	Remove/Install	LT Run channel to 07/17/2016				0.3	Body	
45	E01	Remove/Install	LT Window regulator w/one touch down				0.5	Body	
46	E01	Remove/Install	LT Handle, outside w/o keyless entry/start black				0.4	Body	
47	E01	Refinish	LT Handle, outside w/o keyless entry/start primed						0.5
48	E01		Overlap Minor Panel						(0.2)
49	E01		Add for Clear Coat						0.1
50	E01	Remove/Install	LT Check arm				0.2	Body	
51	E01	Remove/Replace	LT Upper hinge			LKQ	0.3	Body	0.3
52	E01		Add for Clear Coat						0.1
53	E01	Remove/Replace	LT Lower hinge			LKQ	0.3	Body	0.3
54	E01		Add for Clear Coat						0.1
55	E01	Refinish	LT Bezel primed						0.2
56	E01		Add for Clear Coat						0.1
57	E01	Remove/Install	LT Bezel primed				0.1	Body	
58	E01	Remove/Install	LT Latch				0.4	Body	
59	E01		QUARTER PANEL						

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

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RO Number:

*** CANCELLED - Customer Request ***

2015 FORD Escape SE FWD 4D UTV 4-1.6L Turbocharged Gasoline Gasoline Direct Injection

60	E01	Repair	LT Quarter panel						
61	E01		Overlap Major Adj. Panel						
62	E01		Add for Clear Coat					5.0 Body	2.7
63	E01	Remove/Install	LT Wheelhouse liner						(0.4)
64	E01	Remove/Install	LT Wheel opng mldg						0.5
65	E01	Remove/Install	Mud guard					0.3 Body	
66	E01	Remove/Install	LT Qtr glass Ford, w/black molding green tint					0.3 Body	
67	E01	Remove/Replace	glass kit					0.4 Body	
68	E01							1.6 Body	
69	E01	Remove/Install	REAR LAMPS	1	25.00T	Other			
70	E01		LT Tail lamp assy						
71	E01	Remove/Install	REAR BUMPER					0.3 Body	
72	E01	Sublet	R&I bumper cover						
73	E01	Remove/Replace	Hazardous waste removal					1.5 Body	
74	E01	Remove/Replace	Cover Car	1	10.00	Other			
75	E01	Remove/Replace	Corrosion protection primer	1	6.00T	Other			
76	E01	Remove/Replace	covid clean						
77	E01	Repair	VEHICLE DIAGNOSTICS	1	25.00T	Other		0.5 Body	
78	E01	Repair	Pre-repair scan						
			Post-repair scan					1.0 Mech	
								1.0 Mech	

Estimate Totals	Discount \$	Markup \$	Rate \$	Total Hours	Total \$
Parts		258.00			1,174.00
Sublet/Miscellaneous					10.00
Labor, Body			58.00	30.6	1,774.80
Labor, Refinish			58.00	15.4	893.20
Labor, Mechanical			95.00	2.0	190.00
Material, Paint			38.00	15.4	585.20
Subtotal					4,627.20
Sales Tax					133.70
Grand Total					4,760.90
Net Total					4,760.90

CONFIRMED QUOTE ON 8 Feb 2022.
THEIR OFFICE STATED THEY
WOULD REMOVE THE 'TAX' WHEN
WE PROVIDED PROOF OF OUR
EXEMPTION.

Estimate Version	Total \$
Original	4,760.90
Insurance Total \$:	4,760.90
Received from Insurance \$:	0.00
Balance due from Insurance \$:	4,760.90
Customer Total \$:	0.00

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

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***** CANCELLED - Customer Request *******RO Number:**

2015 FORD Escape SE FWD 4D UTV 4-1.6L Turbocharged Gasoline Gasoline Direct Injection

Received from Customer \$:	0.00
Balance due from Customer \$:	0.00

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

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Claim Number	MPR220055	Policy Period	07/01/2021 - 06/30/2022
Incident	City of Parkville	Adjuster User	Anna Watkins
Claimant Driver	City of Parkville	Assignment Date	02/16/2022
Occurrence Number	INC-MPR220049	TM Supervisor	Ben Fuchs
Coverage	Auto Physical Damage	Policy	MPR 036 - Parkville - MPR 036:FY 2021-22
Status	Open	Policy Coverage	Auto Physical Damage
Loss Date	02/16/2022	Cause	Collision with Deer
Loss Day Of Week	Wednesday	Event Description	Member vehicle struck deer
Report Date	02/16/2022		
Location	1004-008-04 - Parkville Administration		
Accident State	Missouri		

Claimant Information

Claimant Address1	8880 Clark Ave
Claimant City	Parkville
Claimant State	Missouri
Claimant Postal	64152
Claimant Primary Phone	816-741-7676

Employee Driver and Auto Details

Vehicle Make	Ford
Vehicle Model	Escape
Vehicle Year	2015
Employee Driver	Gault, Ed

Legal Information

Is a Lawsuit likely or has one been filed in this case

Litigated ☐

Deductible Information

Deductible	1,000.00
Total Paid	0.00
Applied to Deductible	0.00
Deductible Paid	0.00
Property Deductible Withheld	0.00
Deductible Waived	0.00
Deductible Remaining to be paid	0.00



Finance Committee Meeting
Monday, October 10, 2022 4:30 PM
Administration Conference Room, City Hall

Minutes

1. Call to Order

Chair Plumb called the meeting to order at 4:31 p.m. A quorum was present.

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

City Staff Present: Police Chief Kevin Chrisman, Public Works Director Alysén Abel (via videoconference), Finance/Human Resources Director Matthew Chapman, Community Development Director Stephen Lachky (via phone), Parks and Recreation Director Brittanie Propes, Public Works Project Manager Chris Ashley (via videoconference) and City Clerk Melissa McChesney

2. Financial Updates

A. City Administrator Approvals

Public Works Director Alysén Abel provided an overview of the approvals within the city administrator's authority.

3. Action Items

A. Approve the minutes for the September 26, 2022, regular meeting

Douglas Wylie moved to approve the minutes for the September 26, 2022, meeting. Philip Wassmer seconded; motion passed 4-0.

B. Approve agreements with Urban Tree Specialists and Arbor Masters for on-call tree maintenance

Public Works Director Alysén Abel stated that two responses were received for the bid for on-call tree maintenance. The City had contracted with both companies for many years and she said it was good to have two for emergency purposes. Urban Tree Specialists would be used primarily and Arbor Masters would be used when additional assistance was needed or Urban Tree was not available.

Wylie moved to recommend that the Board of Aldermen approve on-call agreements with Urban Tree Specialists and Arbor Masters for tree maintenance services for a two-year term. Wassmer seconded; motion passed 4-0.

C. Approve a purchase order with Central Salt for straight salt for emergency snow operations

Public Works Director Alysén Abel said that the City approved the purchase of a salt and sand mixture on October 4. Central Salt was the selected vendor through the Kansas City

Regional Purchasing Cooperative through the Mid-America Regional Council. Abel added that salt would be purchased as needed.

Wylie moved to recommend that the Board of Aldermen approve a purchase order with Central Salt for straight salt for the 2022-2023 winter season. Wassmer seconded; motion passed 4-0.

D. **Approve a purchase order with Kranz of Kansas City for truck equipment for the 2022 Ford F-350 Truck**

Public Works Director Alysén Abel stated that the truck was purchased in February and would be delivered in 2023. The bid for truck equipment was released in order to lock in the price for when the truck was received. Kranz of Kansas City submitted the only bid.

Wylie moved to recommend that the Board of Aldermen approve a purchase order with Kranz of Kansas City for truck equipment for the 2022 Ford F-350 Truck in the amount of \$35,183. Wassmer seconded; motion passed 4-0.

E. **Approve Change Order No. 2 with Havens Construction for the 2022 Sanitary Sewer Repairs Program**

Public Works Director Alysén Abel stated that the contract with Havens Construction was approved in July and since the work had started, emergency repairs were needed. She said that in order to counterbalance the emergency repairs, some areas were removed from the original program because staff felt they were a low priority and wanted the entire program to stay within budget.

Abel provided an overview of the emergency repairs, noting that one was from a repair to a water main break near Bell Road by Missouri American Water that resulted in the undermining of a city manhole and additional repairs to the sewer line. The repair was made under their contract and the City was reimbursed; the change order was needed to close the loop.

Wylie moved to recommend that the Board of Aldermen approve Change Order No. 2 with Havens Construction for the 2022 Sanitary Sewer Repairs Program in the amount of \$12,287.03. Wassmer seconded; motion passed 4-0.

F. **Renew the intergovernmental agreement with Mid-America Regional Council Solid Waste Management District for the 2023 Regional Household Hazardous Waste Collection Program**

Public Works Director Alysén Abel said that the City participated annually in the Mid-America Regional Council (MARC) Household Hazardous Waste Collection Program and MARC requested the renewal before December 16. She added that intergovernmental agreements required an ordinance from the Board of Aldermen.

Vice Chair Wylie said he would make the motion, but would abstain from the vote because he was the chair of the Solid Waste Management District. Chair Plumb said he did not have to abstain because he did not have a financial interest.

Wylie moved to recommend that the Board of Aldermen approve an intergovernmental agreement with Mid-America Regional Council Solid Waste Management District for the 2023 Regional Household Hazardous Waste Collection Program. Wassmer seconded; motion passed 4-0.

4. Non-Action Items

A. Quarterly Projects Update

Public Works Director Alysén Abel provided a brief overview of the status of the projects within the 2022 Capital Improvement Program.

5. Unfinished Business (postponed from prior meetings)

6. Other Business

7. Adjourn

Chair Plumb adjourned the meeting at 5:12 p.m.

Submitted by:

Melissa McChesney
City Clerk

Approval Date

ITEM 3.B.*For 10/24/2022**Board of Aldermen - Finance Committee Meeting***CITY OF PARKVILLE
Policy Report**Date: October 20, 2022Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Alexa Barton, City Administrator

ISSUE:

Approve supplemental agreement with Alliance Water Resources for management, maintenance and operations of the City's wastewater treatment and collection system (Public Works)

BACKGROUND:

Alliance Water Resources has managed the City's sewer operations since 2002. On July 27, 2020, the Board of Aldermen approved a three-year agreement for the management, maintenance and operations of the City's wastewater treatment and collection system. The agreement allows for annual increases based on estimated costs to maintain the system, not to exceed Consumer Price Index of 3 to 6%. The 2022 contract is in the amount of \$311,916 and the proposed 2023 supplemental agreement request was for 8% increase based upon CPI; however, the contract contains a provision that allows for a 3-6% increase, which is based upon CPI. Alliance has agreed to the maximum allowable increase of 6%. The contract with Alliance also includes a \$10,000 repair limit typically used for small purchases throughout the year.

The total management fee proposal of \$330,631 includes the \$10,000 repair limit, as outlined in their 2020 master agreement. Alliance provides a rebate to the City at the end of the year for any unused money associated with the repair budget. Alliance keeps an accounting of all expenses related to the sewer operations, including the repair budget expenses. A repair limit amount has been included in every agreement with Alliance since 2002.

The following table shows the management fee over the past years:

	<u>Management Fee</u>	<u>\$ Difference</u>	<u>% Increase</u>
2011	\$253,390	--	--
2012	\$258,138	\$4,748	1.87%
2013	\$264,000	\$5,862	2.27%
2014	\$275,395	\$11,395	4.32%
2015	\$282,245	\$6,850	2.49%
2016	\$290,483	\$8,238	2.92%
2017	\$293,400	\$2,917	1.00%
2018	\$299,826	\$6,426	2.19%

2019	\$305,712	\$5,886	1.96%
2020	\$305,712	\$0	0%
2021	\$305,712	\$0	0%
2022	\$311,916	\$6,204	2.03%
2023	\$330,631	\$18,715	6%

Alliance staff provide adequate oversight of the sewer plant and collection system, as well as maintain the City's compliance with state and federal regulations. When there have been issues and/or concerns, Alliance Management is responsive to the city's concerns.

BUDGET IMPACT:

The 2023 Sewer Fund will include funding for the sewer management fee.

ALTERNATIVES:

1. Approve a supplemental agreement with Alliance Water Resources.
2. Provide feedback associated with the sewer management contract.
3. Postpone this item.

STAFF RECOMMENDATION:

Staff recommends approval of the supplemental agreement with Alliance Water Resources.

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 supplemental agreement with Alliance Water Resources for the management, maintenance and operations of the wastewater treatment and collection system in the amount of \$330,631, which represents a 6% increase.

ATTACHMENTS:

1. Supplemental Agreement

FISCAL YEAR 2023 SUPPLEMENTAL AGREEMENT

This supplemental agreement made and entered into as of this ____ day of _____, 2022, by and between The City of Parkville, Missouri (hereinafter referred to as "City") and Alliance Water Resources, Inc. (hereinafter referred to as "Alliance"),

WITNESSETH

WHEREAS, the City and Alliance entered into a Service Agreement on the 4th day of August, 2020 providing for the management, operation and maintenance services for the wastewater utility system owned by the City; and

WHEREAS, Section 5.1 of the aforementioned agreement provides for base compensation, herein referred to as Annual Fee as well as a Repair Limit; and

WHEREAS, Section 5.4 of the aforementioned agreement provides for the Annual Fee and Repair Limits to be subject to renegotiation and adjustment with the written consent of both parties on the anniversary of the contract commencement date; and

NOW THEREFORE, the City and Alliance hereby desire and agree to the following Service Agreement fees for Fiscal Year 2023:

Section V. A will read as follows during the Fiscal Year 2023:

V. COMPENSATION

- A. Alliance (Contractor's) Base Fee compensation under this Agreement shall be \$330,631.00 per year. The Repair Limit for this period shall be \$10,000.00. The limit shall not be exceeded without approval by the City.**

The revision above shall commence and become effective January 1, 2023.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their respective officers thereunto duly authorized and their respective corporate seals to be herewith affixed and attested by their respective officers having custody thereof the date and year first written above.

City of Parkville, Missouri

BY: _____
Mayor

(Seal)
Attest

Clerk

Alliance Water Resources, Inc.

BY: _____
Tim Geraghty, President

(Seal)
Attest

Mary Ann Perkins, Secretary