FINANCE COMMITTEE
Monday, November 28, 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 24, 2022, regular meeting

   B. Approve a purchase order from Fries Ag & Turf for a zero turn mower for the Parks and Recreation Department (Parks)

4. **Non-Action Items**

   A. Recreational marijuana sales tax (Administration)

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

6. **Other Business**

7. **Adjourn**

Posted Date & Time: 11/22/22; 3:49 p.m. By: MM

CITY ADMINISTRATOR
PURCHASING APPROVAL

Preparation date: 11/21/2022

City of Parkville
Department: Parks and Recreation

Low Bidder and Contract Amount:

Fry & Associates
101 E 15th Ave
North Kansas City, MO 64116

$2,489

General Scope of Work Description/Project:

The 2022 Parks CIP includes $5,000 to spend on bike equipment. Staff and CLARB have identified a style and a location for the station. A bike fix-it station and an air pump attachment will cost $2,489 including freight. The bike fix-it station will be installed by staff to save money. Additional costs include a small slab of concrete for the base. Depending on the amount of concrete needed, we may be under budget to also purchase a bike rack to be installed next to the bike fix-it station.

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

Kompan Playground Equipment: $3,137.15
Dero Bike Fix-It: $2,759.90
Fry & Associates | The Park Catalog: $2,488.82

Project Start Date: 12/1/2022 **Estimated Completion Date:** 1/1/2022

Budget Account Code: 41-560.52-50-00

Authorization:

- ☐ City Administrator: __________ Date: __________
- ☐ Department Head: __________ __________
- ☐ Mayor (if applicable): __________ __________
- ☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

Parkville
Missouri

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: November 18, 2022

Department: Public Works

Low Bidder and Contract Amount:

First Step Management Techniques
PO Box 4037
Fayetteville, AR 72701

$3,900

General Scope of Work Description/Project:

First Step Management Techniques:

Following a demonstration at the Missouri Municipal Leagues (MML) conference earlier this year, the Public Works staff contacted First Step Management Techniques about their pavement management system. During the demonstration, it was apparent that this was the "right-fit" for Parkville. The information provided in the pavement management system will help staff make decisions for routine street maintenance to address immediate issues such as potholes and drainage concerns. It will also help staff with prioritizing the annual street maintenance program.

The cost associated with the system was much lower than other pavement management systems that have been demonstrated, and it provided exactly the right features we were seeking.

The 2022 Transportation Fund has a surplus in the Mill & Overlay line item to cover this expense.

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

First Step Management Techniques is a member of Sourcewell and provided Parkville with a very competitive price for their pavement management system.

Project Start Date: 11/15/22

Estimated Completion Date: 11/18/22

Budget Account Code: 40-520.04-85-00

Authorization:

☐ City Administrator: Amy Barton Date: 11/18/22
☐ Department Head: Alysen Abel 11/18/22
☐ 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 **15th day of November 2022**, by and between the **CITY OF PARKVILLE, MISSOURI** ("City") and **FIRST STEP MANAGEMENT TECHNIQUES** ("Service Provider").

WHEREAS, the City requires a **Pavement Condition Assessment Enhanced Patrol (360-Degree Video** ("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.

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 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 – Scope of Services and Fees, 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:
    a. Services will be billed in incremental amounts upon completion of specified tasks outlined in Exhibit A.
    b. Service Provider is not eligible for reimbursement for miscellaneous expenses including travel, transportation, postage, etc. except as provided in Exhibit A.
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 – Scope of Services and Fees.

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: Alysen Abel, Public Works Director
8880 Clark Ave.
Parkville, MO 64152
Aabel@parkvillemo.gov

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

First Step Management Techniques
Michael Morgan
mikegmorgan@datastreamearth.com
PO Box 4037
Fayetteville, Arkansas 72701

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 at the rates set forth on Exhibit A, or if the appropriate compensation of services performed through the date of termination is not set forth on Exhibit A, on a pro-rata basis determined by the percentage of completion of services as described on Exhibit A. 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 Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Service Provider therefore covenants that it will not knowingly 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.

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

FIRST STEP MANAGEMENT TECHNIQUES

By: ______________________
Michael G. Morgan

EXHIBIT A
Scope of Work & Fees

FIRSTSTEP®
MANAGEMENT TECHNIQUES

Professional Services Fee Proposal
November 2022

Director Alysen Abel
Parkville Public Works
8880 Clark Avenue
Parkville, MO 64152
(816) 741-7676

Re

The City of Parkville, Missouri
Pavement Condition Assessment
Enhanced Patrol (360-Degree Video)

We are pleased to work with the City of Parkville, Missouri to initiate First Step Pavement Management. First Step Pavement Management is designed to incorporate all roadways maintained by Parkville and address the following immediate goals:

- Utilize the current inventory of roadways under the authority of the City
- Perform a video patrol and condition assessment of all hard-surface roadways

Additional Goals may include:

- Review the City's current practices and techniques
- Extend the functional life of roadways maintained by the City

PROJECT SCOPE OF WORK

1.0 Pavement Management – Inventory

Pavement Inventory

- Create an inventory and associated map of all maintained roadways
- Receive known roadway information (construction history, work history, maintenance cost history, etc.)

2.0 Pavement Management – Inventory Condition Assessment / Distress Patrol

2.1 Pavement Condition Assessment (Network-Level)

- Roadway pavements patrolled by trained inspectors using geolocated video cameras (1080p; 30fps)
- Visual, non-destructive assessment of facility pavements
- Pavement health is illustrated as:

EXCELLENT

- A pavement in condition EXCELLENT is in perfect condition
- No corrective maintenance or preventive maintenance is recommended

GOOD

- Preventive maintenance may be recommended
- Corrective maintenance is typically not recommended
- Pavement distress is limited to oxidation, weathering and minor climate related damage
- Structural distress (if present) is both localized and low density (<5%)

➤ FAIR

- Preventive maintenance may be recommended
- Corrective maintenance may be recommended
- A variety of pavement distresses may be present
- Structural distress may be localized as well as global
- Global Structural damage is low severity / low density

➤ CRITICAL

- A pavement in condition CRITICAL is likely to be LOST (and require reconstruction) within 2 years
- A variety of pavement distresses may be present
- Surface and Structural distresses are typically global in nature
- A combination of corrective and preventive maintenance may be recommended

LOST

- A LOST pavement requires major M&R (Maintenance and Repair/Reconstruction)
- Shallow, Deep, and/or Full-Depth Reconstruction may be recommended

2.2 Pavement Distress Assessment (Network Level Assessment)

Observed pavement attributes and distress are illustrated as follows:

- L Su - Surface Distress – Low Density   M+ Su - Surface Distress – Medium to High Density
  - Climate (non-structural) related distress including:
    Surface Cracking, Longitudinal and Transverse Cracking, Block Cracking, Edge Cracking
    Severe Weathering, Raveling, Bleeding, Scaling (PCC), Durability Cracking (PCC)
- # - Structural Distress   and   ### - Mass Structural Distress
  - Evidence of structural/durability distress present
  - Depth of structural damage (shallow, deep) is not indicated
  - Distresses include Alligator Cracking, Rutting (High Severity), Depression (High Severity), Utility Cuts
- 1 - Pothole 01   and   2 - Pothole 02
  - Observed Pothole 01 is of higher importance than observed Pothole 02
  - Pothole 01 is a Major Pothole and is typically structural in nature
  - Pothole 02 is a minor pothole and may consist of edge conditions / small popouts
- - Drainage / Water Issue
  - Observed drainage issues present on the pavement surface – may be a variety of causes

2.3 Reporting – Dynamic Roadway Condition Map

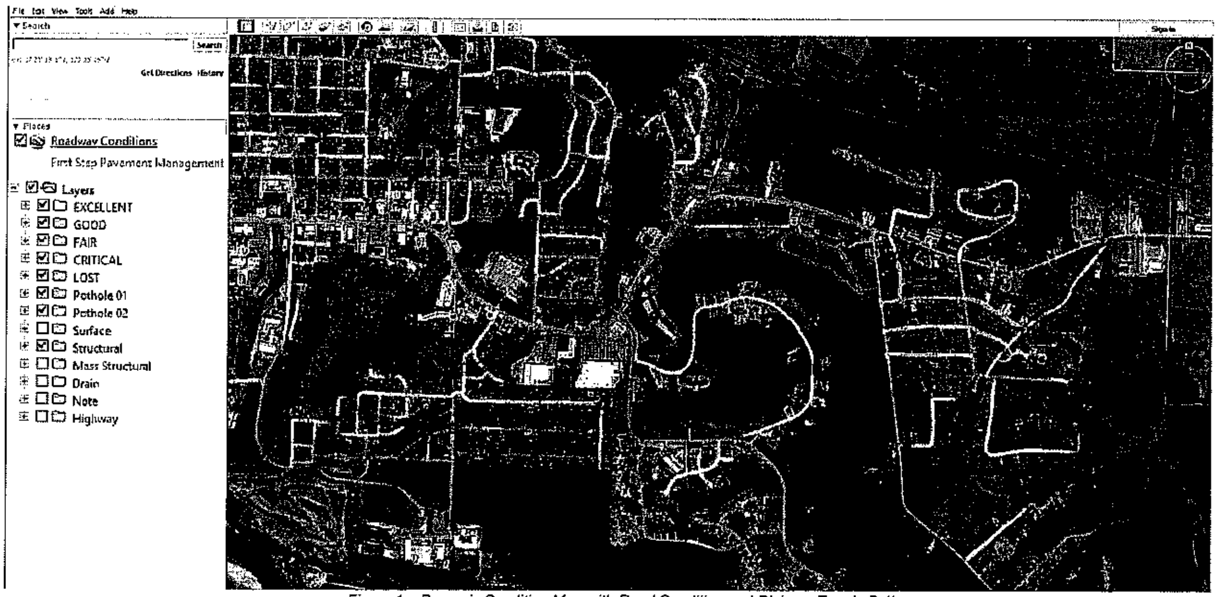

Figure 1 – Dynamic Condition Map with Road Condition and Distress Toggle Buttons

2.4 Geolocated Video, Road Book, Project Planner

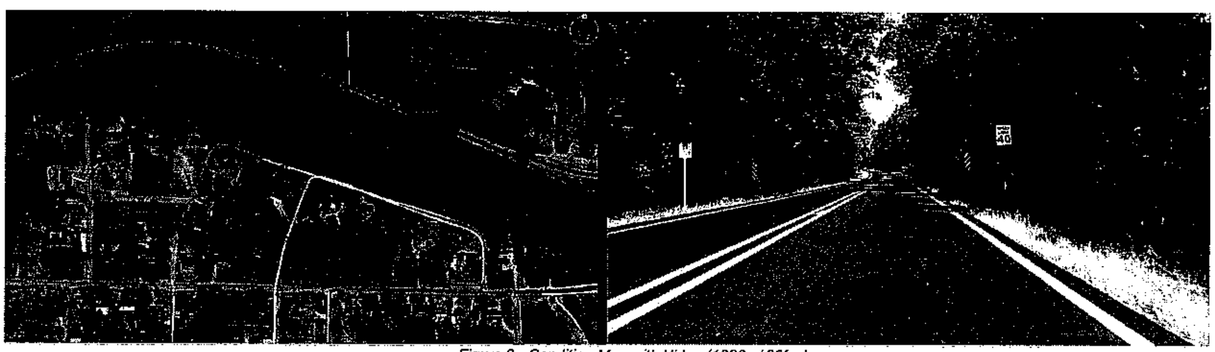

Figure 2 - Condition Map with Video (1080p / 30fps)

West Holland 2021CONDITION, & PROJECT WORKBOOK

ID	Full Street Name	NTORY Length (ft)	Width (ft)	Area (sq yd)	Lanes	Priority	Lineal Feet Per Condition Category	GOOD	FAIR	CRITICAL		PCI	Priority Project
336	NE 11TH ST	2,967	22	7,253	2	—		1,514	112	1,135	346	69.0	Yes
532	SE 8TH ST	9,061	22	22,149	2	—		2,439	6,050	1,017		74.7	Yes
800	PEACH ORCHARD RD	4,249	22	10,386	2	—	637	1,117	2,921	828		76.2	
389	WATER TOWER RD	4,293	22	10,493	2	—		1,895	1,561	821	129	74.8	Yes
526	VAUGHN RD	3,740	22	9,143	2	—		42	2,927	763	1	69.6	Yes
675	WINDSONG CIR	914	22	2,235	2	—			175	675	67	[illegible]	Yes
154	N WATER TOWER RD	2,448	22	5,985	2	—		131	872	607	[illegible]	[illegible]	Yes
458	NE WILDCAT WAY	2,073	22	5,067	2	—		1,097	310	417	183	73.2	Yes
218	SW DUKE AVE	1,311	22	3,204	2	—		190	758	415		70.0	Yes
19	WINDSONG LN	461	22	1,127	2	—			67	404		[illegible]	Yes
827	JEFFERSON ST	1,350	22	3,299	2	—		778	281	373		76.7	
273	SW MAIDSTONE AVE	826	22	2,020	2	—			313	361	80	[illegible]	Yes
73	TOWN VU RD	5,118	22	12,510	2	—	971	1,030	2,835	348	97	78.2	
235	E BATTLEFIELD BLVD	4,823	22	11,791	2	—	143	3,790	448	330	127	82.7	

Figure 3 - Workbook and Project Planner

3.0 Compensation

	2022 Pavement Condition Assessment	Method	Fee
1.0	Hard Surfaced Roadway Evaluation	Lump Sum	$3,900.00
2.0	Patrol to include 360-Degree Video		$0.00
3.0	Hard Copy Printing		$0.00
		Total	**$3,900.00**

* Based on A Roadway Network of approximately 50 centerline miles.

4.0 Additional Services

Services requested by the Owner falling outside the Scope of Basic Services described above shall be considered Additional Services. Additional Service requests will be completed on a fixed fee basis.

- Enhanced Site Assessments, Patrols and Reports
  - Street Sign Patrol
  - Unpaved Roadways
  - Pavement Striping
  - Drainage / Ditch Patrol
  - Sidewalk Inventory and Patrol
  - Curb and Gutter Inventory and Conditions
  - Full StreetView 360-Degree Patrol
  - Night Patrol
  - Perimeter Fences and Exterior Drives
  - Building / Facility Patrol
  - Private Roadways / Parking Lots / Boat Ramps
  - Building Interior / Product Patrol

5.0 Method of Payment

Method of payment is anticipated to be a single, lump sum invoice once the client has received and approved of the patrol data. Payment options includes monthly invoicing depending upon the County's preference.

We appreciate the opportunity to be of service in the development of your pavement management plan.

Please indicate your acceptance of the terms, scope of work and fee by signing and returning a copy to our office. A facsimile signature is sufficient to indicate your understanding of the proposed agreement. If you have any questions or concerns, please do not hesitate to call. This proposal is valid for 120 days from receipt. Additionally, the proposal may become null and void 12 months from the date of acceptance by the client, if the work has not been authorized to begin within that time.

Sincerely,

Michael G. Morgan
Senior Project Manager

Agreed to and accepted this date:	Agreed to and accepted this date:
November 2022	Nov. 16, 2022
Signature	Signature
Michael G. Morgan	Alexa Barton
Printed Name	Printed Name
Owner	City Administrator
Title / Authorizing Agent	Title / Authorizing Agent

AMA

EXHIBIT B

INSURANCE REQUIREMENTS

1. The Service Provider shall secure and maintain, at its expense, through the duration of this Agreement Commercial General Liability Insurance on an occurrence basis with minimum limits of $1,000,000 per occurrence and $1,000,000 aggregate coverage. Service Provider shall also secure and maintain, through the duration of this Agreement and for at least two years after final payment by the City, Professional Liability – Errors and Omissions Insurance on an occurrence basis with minimum limits of $1,000,000 per occurrence and $1,000,000 aggregate coverage. Service Provider shall also secure and maintain Worker's Compensation and Employer's Liability Insurance, when applicable, at the limits required by state and/or federal law. The City will only accept coverage from an insurance carrier that offers proof that it:
    a. Is licensed to do business in the State of Missouri;
    b. Carries a Best's policy holder rating of A or better; and
    c. Carries at least a Class X financial rating.
2. Service Provider shall furnish the City with a Certificate of Insurance on a standard ACORD form, indicating types of insurance, policy numbers, dates of commencement and expiration of policies and carriers. Servicer Provider shall cause the City to be included as an Additional Insured, and shall require its insurer to provide the City with at least 30 days' advance notice of cancellation. Service Provider shall deliver to the City a copy of an Additional Insured Endorsement, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/13 or other carrier form) and a Notice of Cancellation Endorsement, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms. A copy of the Notice of Cancellation Endorsement and Additional Insured Endorsement must be furnished to the City prior to commencement of any services on City property.

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: November 18, 2022

Department: Public Works

Low Bidder and Contract Amount:

FTC Equipment LLC
5238 Winner Road
Kansas City, MO 64127

$3,085.57

General Scope of Work Description/Project:

Work Authorization #126 – RAS Pump 21

The wastewater treatment plant includes aeration basins equipped with mixers to incorporate air into the wastewater treatment process. There are three Return Activated Sludge (RAS) pumps at the wastewater plant to assist with this process. While some pumps have been replaced, the others need to be repaired.

All pumps will eventually be replaced in the long-range CIP. Until that time, occasional repairs may be necessary.

The 2022 Sewer Fund includes funding available for the repair to the RAS Pump.

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

On February 22, 2021, the Board of Aldermen approved an on-call pump maintenance contract with FTC Equipment to maintain the pumps in the City's system.

Project Start Date: 11/9/22

Estimated Completion Date: 12/12/22

Budget Account Code: 30-501.06-01-00

Authorization:

- ☐ City Administrator: Alexa Barton Date: 11/18/22
- ☐ Department Head: Alysen Abel 11/18/22
- ☐ Mayor (if applicable): ______
- ☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

Parkville
Missouri

CITY OF PARKVILLE • 8880 Clark Avenue • Parkville, MO 64152 • (816) 741-7676 • FAX (816) 741-0015

Work Authorization #126

Date:	November 9, 2022
Issued to:	FTC Equipment, LLC 5238 Winner Road Kansas City, MO 64127
Project/Work Description	WWTF – RAS Pump 21
Scope of Work/Purpose:	Estimate repair of Sulzer pump
Schedule and Price	**Quote #13214 Attached** **Total** $3,085.57
Project Start Date:	11/10/2022
Estimated Completion Date:	TBD
Latest Acceptable Date:	12/12/2022
Estimated Cost:	$3,085.57
Expenditure Limit:	$3,085.57
Budget Account Code:	30.501-06-01-00

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

Name/Title: Angie Schlitzer / Operations Mgr. Signature: Angie Schlitzer
Company: FTC Equipment, LLC Date: 11/10/22

Authorization

Department Head: Alysen Abel Date: 11/18/22
Alysen Abel, Public Works Director
City Administrator (if over $2,500): Alexa Barton Date: 11/18/22
Alexa Barton, City Administrator
Mayor (if over $10,000): Date:
Dean Katerndahl, Mayor

For Internal Staff Use Only

(Initial each item and file with executed work authorization)

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

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

_x_ Valid business license

FTC Equipment, LLC

5238 Winner Road
Kansas City, MO 64127

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

Quote

Date	Estimate #
8/15/2022	13214

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

Terms	Rep	FOB	W/O Number
Net 30	RJQ	Factory	WK002788

Qty	U/M	Item	Description	Rate	TOTAL
			Facility: WWTP Location: RAS Pump 21		
			Check, inspect, and estimate repair of Sulzer pump model XFP150E-CB1.4-PE105/4, SN 300470815, 460V, 14HP, 3PH, 1780 RPM, 17.7Amps, 49' Cable, 6" Discharge, Wet Pit		
1	EA	61705082	Repair Kit XFP PE2	473.37	473.37
1	EA	61705842	Hydraulic Kit XFP150E CB1.4	1,462.20	1,462.20
2.75	HR	Labor-MO-KA	Labor-MO-Inspection	100.00	275.00
2.75	HR	Labor-MO-KA	Labor-MO-Clean parts	100.00	275.00
5.5	HR	Labor-MO-KA	Labor-MO-Assembly	100.00	550.00
1		MLS	Materials, Lubes, Solvents & Supplies	50.00	50.00
			Estimate does not include freight charges or reinstallation		

It's been a pleasure working with you!

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

Subtotal	$3,085.57
Sales Tax (8.85%)	$0.00
TOTAL	$3,085.57

Parkville Missouri

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: November 18, 2022

Department: Public Works

Low Bidder and Contract Amount:

Kevin Blair
Camden Point, MO 64018

Hourly contract @ $30.00 per hour

General Scope of Work Description/Project:

Construction Inspection Assistance

Kevin Blair has been a valued employee since May 2015. He retired from the City on November 15, 2022.

In an effort to provide training and knowledge transfer to the new construction inspector, Kevin has agreed to remain available occasionally.

In the past, the City has contracted with former City employees to assist current staff members with training.

There is funding available in the Public Works budget in the Engineering & Planning fees to cover this expense.

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

Kevin has a unique skillset because of his past experience prior to the City, as well as his 7.5 years of service to the City.

Project Start Date: 11/18/22

Estimated Completion Date: On-going

Budget Account Code: 10-515.08-03-00

Authorization:

☐ City Administrator: Alex Barton Date: 11/18/22
☐ Department Head: Alysen Abel 11/18/22
☐ Mayor (if applicable): ______
☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL INSPECTION SERVICES

THIS SERVICE AGREEMENT, entered into on this 1^{ST} day of November, 2022 by and between the CITY OF PARKVILLE, MISSOURI ("City") and KEVIN BLAIR ("Service Provider").

WHERAS, the City requires periodic assistance with inspection services from time to time ("Services"); and

WHEREAS, Service Provider was chosen based on prior service to the City of Parkville and knowledge of the City's contracts and purchasing policies, and has demonstrated the necessary skills and qualifications to provide the Services.

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

I. SCOPE OF SERVICES

A. The term "Services" when used in this Agreement shall mean any and all contract administration and other clerical assistance 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 as requested.
C. The City reserves the right to direct Services at the City's discretion. Service Provider shall advise the City of any additional costs necessary to complete assigned Services, if any, and receive authorization from the City before Service Provider incurs said costs.
D. Service provider shall notify the City of any anticipated time delays, if any, in providing Services prior to initiating the requested services.
E. Service Provider shall provide Services under this Agreement only upon the direction 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 direction 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 and necessary equipment required to perform the Services described herein.

III. COMPENSATION

A. As consideration for providing the Services, the City shall pay Service Provider as follows:
   a. Services will be billed on an hourly basis with an hourly rate of $30.00.
   b. Service Provider is not eligible for reimbursement for miscellaneous expenses including travel, transportation, postage, etc., unless previously authorized by the City in writing. When authorized, expenses will be invoiced for direct reimbursement with no mark-up.
B. Service Provider shall submit an itemized invoice to the City on the last day of each week that details the Services that were provided in the week 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 time mutually agreed to for each task as assigned.

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. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

A. All services are to be provided by the Service Provider personally and Services shall be subject to the City's oversight and general guidance. No tasks shall be assigned to other personnel or employees without the express written permission of the City. If authorized, 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.

VII. OWNERSHIP OF WORK PRODUCT

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

VIII. RELATIONSHIP OF THE PARTIES

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

IX. NOTICES

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

City of Parkville
Attn: Public Works Director
8880 Clark Ave.
Parkville, MO 64152
aabel@parkvillemo.gov

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

Kevin Blair
19701 Kansas City Blvd
Camden Point, MO 64018

816-616-4118
KVNBLR@Yahoo.Com

X. TERM AND TERMINATION

A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.
B. The term of this Agreement shall be until 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 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 unless otherwise directed after receipt of notice of termination.

XI. MISCELLANEOUS PROVISIONS

A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
B. Assignability. Service Provider shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior

written consent of the City thereto. Provided, however, that the claims for money by Service Provider from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

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

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

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

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

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

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

F. Authorized Employees. Service Provider acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Service Provider therefore covenants that it will not knowingly 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 are lawfully to work in the United States.

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

H. Interest of Service Provider and Employees. Service Provider covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the 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.

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

CITY OF PARKVILLE, MISSOURI

By: Alexa Barton

Alexa Barton, City Administrator

AMA

ATTEST:

____

Melissa McChesney, City Clerk

SERVICE PROVIDER

By: Kevin A. Blair

Kevin Blair

Parkville Missouri

CITY ADMINISTRATOR
PURCHASING APPROVAL

City of Parkville

Preparation date: November 18, 2022

Department: Public Works

Low Bidder and Contract Amount:

Crafco, Inc
6165 West Detroit Street
Chandler, AZ 85226

$8,609.50

General Scope of Work Description/Project:

Cracksealing:

Each year the City includes funding in the Transportation Fund for Cracksealing the City's streets.

In October 2022, the Streets crew cracksealed several streets in the City's street network. There were a variety of areas that were addressed including cracks on streets, as well as sealing the seams on newly overlaid streets to prevent water from migrating into the subgrade.

The 2022 Transportation Fund includes funding for cracksealing..

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

Crafco is the primary supplier of cracksealing material. They provide a partnership with the City's with the rental of the cracksealing machine for a temporary timeframe. The cost associated with these invoices includes both the cracksealing material and machine. They have already provided competitive government pricing through Sourcewell.

Project Start Date: 10/24/22

Estimated Completion Date: 11/9/22

Budget Account Code: 40-520.04-81-00

Authorization:

☐ City Administrator: Alexa Barton Date: 11/18/22
☐ Department Head: Alysen Abel 11/18/22
☐ Mayor (if applicable):
☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

Accounts Payable Approval Sheet
City of Parkville

Name of Vendor: Crafco

Description: Crackseal Material

Check one

* Paid by Credit Card ☐

* Issue Check ☑

Invoice Number: (or pay period)	Invoice Date: (not date received)	Department	Budget Line Item:	Project Account Code:	Amount:
9402821472	10/24/2022	Transportation	40.520.04-81-00 CIP Crack Seal Project		$2,000.00
9402821473	10/24/2022	Transportation	40.520.04-81-00 CIP Crack Seal Project		$6,570.00
9402821474	10/24/2022	Transportation	40.520.04-81-00 CIP Crack Seal Project		$39.50
				Total:	$8,609.50

Employee Purchaser: Richard W

Dept. Head Approval: Alysen Abel 11/9/22 AB

AMA

CRAFCO INC AN ERGON COMPANY

CRAFCO, INC.
6165 WEST DETROIT STREET
CHANDLER, AZ 85226
FED I.D. 86-0324978
816-525-8755/800-528-8242

INVOICE

PAGE 1 OF 1

Remit To: CRAFCO, INC.
DEPT #2279
PO Box 11407
BIRMINGHAM AL 35246-2279

Bill To: 921380

CITY OF PARKVILLE - MO
LORI MEYER
8880 CLARK AVENUE
PARKVILLE MO 64152

INVOICE # 9402821472

INVOICE DATE 10/24/2022

DUE DATE 11/23/2022

Ship To: 2045008

CRAFCO LEE'S SUMMIT TAXABLE
MO01 - COUNTER SALE
1808 SW MARKET ST
LEE'S SUMMIT MO 64082

FREIGHT TERMS COL

PLANT MO01 CRAFCO LEE'S SUMMIT

BOL NUM 83031003

TERMS Due in full within 30 days

P.O. NUMBER	S.O. NUMBER	
n/a	2900906	

Item #	Material #	Item Description	Quantity	Units	Unit Price	Amount USD
000001	6008474	Z-RENTAL	1	EA	2,000.0000	2,000.00

SALES AMOUNT 2,000.00
SUB TOTAL 2,000.00

R685

Ser# 18257

Hours 818

1 Week Rental

ADDITIONAL NOTES:
All sales are subject to Crafco Terms and Conditions of Sale which may be found at www.crafco.com/Terms-of-Sale.pdf

NO STATEMENT WILL BE FURNISHED **PLEASE PAY THIS AMOUNT** 2,000.00

CRAFCO INC AN ERGON COMPANY

CRAFCO, INC.
6165 WEST DETROIT STREET
CHANDLER, AZ 85226
FED I.D. 86-0324978
816-525-8755/800-528-8242

INVOICE

PAGE 1 OF 1

Remit To: CRAFCO, INC.
DEPT #2279
PO Box 11407
BIRMINGHAM AL 35246-2279

Bill To: 921380

CITY OF PARKVILLE - MO
LORI MEYER
8880 CLARK AVENUE
PARKVILLE MO 64152

INVOICE # 9402821473

INVOICE DATE 10/24/2022

DUE DATE 11/23/2022

Ship To: 2045008

FREIGHT TERMS COL

CRAFCO LEE'S SUMMIT TAXABLE
MO01 - COUNTER SALE
1808 SW MARKET ST
LEE'S SUMMIT MO 64082

PLANT MO01 CRAFCO LEE'S SUMMIT

BOL NUM 83031004

TERMS Due in full within 30 days

P.O. NUMBER	S.O. NUMBER	
n/a	2900907	

Item #	Material #	Item Description	Quantity	Units	Unit Price	Amount USD
000001	34518-3	POLYFLEX TYPE 2	9000	LB	0.7300	6,570.00
					SALES AMOUNT	6,570.00
					SUB TOTAL	6,570.00

ADDITIONAL NOTES:

All sales are subject to Crafco Terms and Conditions of Sale which may be found at www.crafco.com./Terms-of-Sale.pdf

NO STATEMENT WILL BE FURNISHED **PLEASE PAY THIS AMOUNT** 6,570.00

CRAFCO INC
AN ERGON COMPANY

CRAFCO, INC.
6165 WEST DETROIT STREET
CHANDLER, AZ 85226
FED I.D. 86-0324978
816-525-8755/800-528-8242

INVOICE

PAGE 1 OF 1

Remit To: CRAFCO, INC.
DEPT #2279
PO Box 11407
BIRMINGHAM AL 35246-2279

Bill To: 921380

CITY OF PARKVILLE - MO
LORI MEYER
8880 CLARK AVENUE
PARKVILLE MO 64152

Ship To: 2045008

CRAFCO LEE'S SUMMIT TAXABLE
MO01 - COUNTER SALE
1808 SW MARKET ST
LEE'S SUMMIT MO 64082

INVOICE # 9402821474
INVOICE DATE 10/24/2022
DUE DATE 11/23/2022
FREIGHT TERMS COL
PLANT MO01 CRAFCO LEE'S SUMMIT
BOL NUM 83031014
TERMS Due in full within 30 days

P.O. NUMBER	S.O. NUMBER	
n.a	2901740	

Item #	Material #	Item Description	Quantity	Units	Unit Price	Amount USD
000001	50270	DUCK BILL VALVE W/SLOT REV.B	2	EA	19.7500	39.50
					SALES AMOUNT	39.50
					SUB TOTAL	39.50

ADDITIONAL NOTES:
All sales are subject to Crafco Terms and Conditions of Sale which may be found at www.crafco.com./Terms-of-Sale.pdf

NO STATEMENT WILL BE FURNISHED **PLEASE PAY THIS AMOUNT** 39.50

Finance Committee Meeting
Monday, October 24, 2022 4:30 PM
Administration Conference Room, City Hall

Minutes

1. Call to Order

Chair Plumb called the meeting to order at 4:32 p.m. A quorum was present.

Members Present: Chair Greg Plumb, Vice Chair Douglas Wylie, Dean Katerndahl, Phil Wassmer (*joined meeting at 4:35 p.m.)* and Bob Bennett

City Staff Present: City Administrator Alexa Barton, Public Works Director Alysen Abel, Finance/Human Resources Director Matthew Chapman, Community Development Director Stephen Lachky (*via videoconference*), Parks & Recreation Director Brittanie Propes, Parks & Recreation Project Manager Chris Ashley (*via videoconference*), Assistant to the City Administrator Jeffery Rhodes and City Clerk Melissa McChesney

2. Financial Updates

A. City Administrator Approvals

City Administrator Alexa Barton provided an overview of the approvals within her authority.

Phil Wassmer joined the meeting at 4:35 p.m.

3. Action Items

A. Approve the minutes for the October 10, 2022, regular meeting

Douglas Wylie moved to approve the minutes for the October 10, 2022, meeting. Bob Bennett seconded; motion passed 5-0.

B. Approve supplemental agreement with Alliance Water Resources for management, maintenance and operations of the City's wastewater treatment and collection system

Public Works Director Alysen Abel stated that Alliance Water Resources had been the sewer plant operator since 2002. Following the release of a request for proposals in 2020, a three-year agreement was approved and 2023 would be the final year of their contract. Abel said the agreement allowed annual increases in salaries and benefits and Alliance had the option to increase it annually by three to six percent, but not to exceed the Consumer Price Index. She said that Alliance first proposed an eight percent increase, but after she and City Administrator Alexa Barton met with their president to discuss the concerns, the increase was reduced to six percent. Abel noted that the final year of the agreement would give staff time to determine the next steps with the sewer utility. Per the agreement, If the agreement was not going to be renewed, Alliance would have to be notified by October 1, 2023.

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

4. Non-Action Items

5. Unfinished Business (postponed from prior meetings)

6. Other Business

7. Adjourn

Chair Plumb adjourned the meeting at 4:54 p.m.

Submitted by:

____________________ ____________________

Melissa McChesney Approval Date
City Clerk

CITY OF PARKVILLE
Policy Report

Date: November 21, 2022

Prepared By:
Brittanie Propes

Reviewed By:
Alexa Barton, City Administrator

ISSUE:

Approve a purchase order from Fries Ag & Turf for a zero turn mower for the Parks and Recreation Department (Parks)

BACKGROUND:
The 2022 Parks Capital Improvement Program includes the purchase of a zero turn mower for $18,500. After staff researched and test drove multiple mowers, they determined the best zero turn mower to meet the needs of our parks is the Hustler Excel 2 Diesel mower.

BUDGET IMPACT:
Using Sourcewell, a government agency that insures the lowest contract pricing available (cooperative purchasing program) for government entities, we found this at Fries Ag & Turf in Kearney, MO for $16,335.19. This item is under budget.

ALTERNATIVES:

1. Approve the purchase of a zero turn mower.
2. Approve the item, subject to changes.
3. Do not approve the item.
4. Postpone the item.

STAFF RECOMMENDATION:
Staff recommends approval of the purchase order for a zero turn mower for the Parks & Recreation Department.

POLICY:

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

SUGGESTED MOTION:
I move to approve a purchase order from Fries Ag & Turf for a zero turn mower for the Parks and Recreation Department in the amount of $16,335.19.

ATTACHMENTS:

1. Purchase Order

PURCHASE ORDER
(non-construction)

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

Date: December 6, 2022

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

VENDOR Fries AG & Turf
P.O. Box 446, Kearney, MO 64060
816-759-0499

SHIP TO: Unit to be picked up.

INVOICE TO: Brittanie Propes, Parks & Rec. Director, 8880 Clark Ave., Parkville, MO 64152

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

Vendor agrees to furnish following goods in accordance with the terms and provisions of this Purchase Order Agreement consisting of 6 pages including attachments. Purchaser agrees to pay the total sum of **SIXTEEN THOUSAND THREE HUNDRED THIRTY-FIVE DOLLARS AND 19/100 ($16,335.19)** for such materials, subject to any additions or deductions agreed upon in writing. **Freight charges are included in purchase price and sales taxes will not be charged to the Purchaser as a tax exempt entity. Purchaser will provide Vendor with a Tax Exemption Certificate upon request.** Payment is to be made within thirty days after delivery of goods and receipt of invoice. This purchase order is only valid through December 31,2022..

ITEMS:	SCHEDULE OF DELIVERY:
Hustler Excel 943249US HUS-Hustler 2 Diesel 25 HP 72" Deck - $21,803.00 27% Discount Cooperative Purchasing - $5,886.81 HUS-Kit, Flex Fork 13X – $419.00 Quote - $16,335.19 See Attachment "A" – Terms and Conditions See Attachment "B" – Insurance Requirements (If Delivered) See Attachment "C" - Quote	F.O.B. City staff will pick up the unit. Contact Tom Barnard at 816-215-4047

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

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

CITY OF PARKVILLE, MISSOURI. ("Purchaser")

By:____________________

Title: **Dean Katerndahl, Mayor**

Date:____________________

FRIES AG & TURF ("Vendor")

By: Brent Miller

Title: General Manager

Date: 11-21-22

DB04/0832356.0002/11300728.1 WP08

QUOTE - DO NOT PAY

FRIES AG & TURF
FRIESAGANDTURF.COM

100 N. PLATTE CLAY WAY
P.O. BOX 446
KEARNEY, MO. 64060
PHONE: (816) 759-0499
TOLL FREE: (833) 413-4889

Quote: 01-308
Date: 11/7/2022

PO:
CustId: CITY OF PARKV

Cust Email: tbarnard@parkvillemo.gov
Phone: (816) 215-4047
Salesperson: Bmiller
User: Bmiller

Bill To:
CITY OF PARKVILLE
8880 CLARK AVE
PARKVILLE, MO 64152

Ship To:
CITY OF PARKVILLE

Hustler Turf #031121-HTE Sourcewell Contract 27% off MSRP

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
943249US	QU	**Hustler Excel 943249US**	1.0000		$21,803.00		
		HUS - HUSTLER Z DUESEL 25HP 72" DECK					
		Line Discount: 27.00%			($5,886.81)		
		Total 943249US MSRP: $21,803.00					$15,916.19
116281	PA	**HUS - KIT, FLEX FORK 13X**	1.0000		$419.00		$419.00
						Total:	$16,335.19

Totals

Sub Total:	$16,335.19
Total Tax:	$0.00
Invoice Total:	$16,335.19

There will be a 25% restocking fee for any and all items returned. There will be no refund or exchange on electrical parts. All deposits made are final on any type of transaction. All used equipment is sold wholesale as is no warranty unless noted.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Management Group 12730 Coldwater Road, Suite 103 Fort Wayne IN 46845	CONTACT NAME: Margaret Mayers PHONE (A/C, No, Ext): (260) 338-2925 FAX (A/C, No): (765) 664-0761 E-MAIL ADDRESS: mmayers@insmgt.com
INSURED Road Runners Club of America/2022 and Its Member Clubs 1501 Langston Boulevard, Suite 140 Arlington VA 22209	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Casualty Company	11991
INSURER B : Nationwide Life Insurance Company	66869
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: 2022 $1M A.I. REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X Legal Liability to Participant $1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC X OTHER: Per Event Basis			KRO0000008971200	12/31/2021	12/31/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 5,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
							Abuse and Molestation	$ 500,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			KRO0000008971200	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Excess Medical & Accident ($250 Deductible/Claim)			BAX0000031850400	12/31/2021	12/31/2022	Excess Medical	$10,000
							AD & Specific Loss	$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Parkvile, MD IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS TO THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 11/24/22 Parkville Turkey Trail Trot 5K INSURED RRCA CLUB/EVENT MEMBER: KC Northland Runners ATTN: Stacey Slover, 3618 N CHELSEA AVE, KANSAS CITY MO 64117 ATTACHED: CG2010 & KRGL79 Processed by RMV

CERTIFICATE HOLDER	CANCELLATION
11/24/22 City of Parkville 8800 Clark Ave Parkville 2 MO 64152	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Terry R. Diller

State Farm Insurance

PO Box 2915
Bloomington, IL 61702-2915

State Farm Fire and Casualty Company
A stock company with home offices in Bloomington, Illinois

KC PINEAPPLE WHIP LLC
5601 NE LAKE DR
KANSAS CITY MO 64118-5228

Your State Farm Agent

Bryan Lopez
7233 N Oak Trfy
Gladstone MO 64118-1852
Bus: 816-678-0749
Email: bryan.a.lopez.vaatha@statefarm.com

Amended Declarations

Policy number: 95-L9-1514-3
Policy period: 12 months
The policy period begins and ends at 12:01 am standard time at the premises location.

Effective date: October 12, 2022
Expiration date: May 11, 2023

FOOD SHOP POLICY

Automatic renewal - If the State Farm® policy period is shown as **12 months,** this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

NAMED INSURED

KC PINEAPPLE WHIP LLC

ENTITY

Limited Liability Company

IMPORTANT MESSAGE(S)

State Farm at CityLine Telephone Number: 309-763-1000

REASONS FOR DECLARATIONS

Your policy is amended effective October 12, 2022 due to some recent policy changes you requested. Enclosed is a copy of your new endorsements, if any.

POLICY PREMIUM

This is not a bill. *If an amount is due, then a separate statement will be sent prior to the due date. The premium(s) shown below are for the policy period and policy characteristics as described in this Declarations.*

Change in premium: none*
*Minimum Premium

Discounts applied:

Business Experience Rating

Business in Residence Premises

SECTION I - PROPERTY SCHEDULE

Location number	Location of described premises	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property	Seasonal Increase - Business Personal Property
001	5601 NE Lake Dr Kansas City MO 64118-5228	No Coverage	$10,600	25%

* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

SECTION I – INFLATION COVERAGE INDEX(ES)

Cov A - Inflation Coverage Index: N/A
Cov B - Consumer Price Index: 278.8

SECTION I – DEDUCTIBLES

BASIC DEDUCTIBLE $500

SPECIAL DEDUCTIBLES:

Employee Dishonesty: $250
Equipment Breakdown: $500
Money and Securities: $250

Other deductibles may apply - refer to policy.

SECTION I – EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See schedule". If a coverage does not have a corresponding limit shown below, but has "Included" indicated, refer to that policy provision for an explanation of that coverage.

Coverage	Limit of Insurance
Accounts Receivable	
On Premises	$10,000
Off Premises	$5,000
Arson Reward	$5,000
Back-up of Sewer or Drain	$15,000
Collapse	Included
Damage to Non-owned Buildings from Theft, Burglary or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Department Service Charge	$5,000
Fire Extinguisher Systems Recharge Expense	$5,000
Food Contamination - Loss of Income	
Additional Advertising Expenses	$3,000
Per Occurrence	$10,000

BILL NO. ____ ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF PARKVILLE, MISSOURI IMPOSING A LOCAL SALES TAX FOR GENERAL REVENUE PURPOSES AT THE RATE OF THREE PERCENT (3%) PURSUANT TO THE AUTHORITY GRANTED BY ARTICLE XIV, SECTION 2.6(5) OF THE MISSOURI CONSTITUTION AND PROVIDING FOR SUBMISSION OF THE PROPOSAL TO THE QUALIFIED VOTERS OF THE CITY FOR APPROVAL AT AN ELECTION TO BE HELD ON THE 4TH DAY OF APRIL, 2023.

WHEREAS, the City of Parkville is authorized by Article XIV, Section 2.6(5) of the Missouri Constitution to impose a local sales tax at a rate of Three Percent (3%); and

WHEREAS, this proposed local sales tax levy, if approved by the voters, shall be imposed on all retail sales of adult use marijuana sold in the City of Parkville; and

WHEREAS, the proposed sales tax levy requires a majority approval by the qualified voters of the City at an election.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PARKVILLE, MISSOURI, as follows:

SECTION 1. Pursuant to the authority granted by Article XIV, Section 2.6(5) of the Missouri Constitution a local city sales tax of Three Percent (3%) for general revenue purposes is imposed on the receipts from the sale of adult use marijuana sold at retail within the City's corporate boundaries.

SECTION 2. This tax shall be submitted to the qualified voters of Parkville, Missouri, for their approval, as required by the provisions of Article XIV, Section 2.6(5) of the Missouri Constitution, at the election hereby called and to be held on Tuesday, the 4th day of April, 2023. The ballot of submission shall contain the following language:

Proposition M

Shall the City of Parkville, Missouri impose a city sales tax of Three Percent (3%) on the sales of adult use marijuana sold at retail?

☐ YES ☐ NO

If you are in favor of the question, place an "X" in the box opposite "YES". If you are opposed to the question, place an "X" in the box opposite "NO".

SECTION 3. The City Clerk is hereby authorized and directed to give notice to the Platte County, Missouri Board of Elections of the calling of the election no later than 5:00 p.m. on January 24, 2023, and to include in said notification all of the applicable terms and provisions required by the Comprehensive Election Act, Chapter 115 RSMo, as amended. The City Clerk is hereby authorized and directed to perform such other tasks as may be necessary and required by law to place this proposal on the ballot at the election to be held on Tuesday, April 4, 2023.

SECTION 4. The form of the Notice of Election for said election, a copy of which is attached hereto and made a part hereof, is hereby approved.

SECTION 5. If a majority of the qualified voters voting at said election shall vote in favor of the approval of this ordinance, then the sales tax approved by the voters shall be in full force and effect on April 4, 2023, and the City Clerk shall forward to the Director of Revenue of the State of Missouri, by United States Registered Mail or Certified Mail, a certified copy of this ordinance, together with the certificates of the election returns and accompanied by a map of the City clearly showing the boundaries thereof.

SECTION 6. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, as such holding shall not affect the validity of the remaining portion thereof.

SECTION 7. This tax shall be collected in addition to any other sales taxes imposed by the City and shall not replace or repeal any other sales tax.

SECTION 8. This ordinance shall be in full force and effect from and after its passage and approval subject to the provisions herein contained which provide for voter approval or for specific dates of effectiveness.

PASSED and APPROVED this ___ day of _______________ 2022.

____
Mayor Dean Katerndahl

ATTESTED:

____
City Clerk Melissa McChesney

EXHIBIT A

PUBLIC NOTICE OF ELECTION FOR THE CITY OF PARKVILLE, MISSOURI

Public notice is hereby given to the qualified voters of the City of Parkville, Missouri, that the Board of Aldermen of said City has called a General Election to be held Tuesday, April 4, 2023, commencing at six o'clock A.M. and closing at seven o'clock P.M., local time, on the question contained in the following sample ballot:

OFFICIAL BALLOT

CITY OF PARKVILLE, MISSOURI

GENERAL ELECTION

TUESDAY, APRIL 4, 2023

PROPOSITION M

Shall the City of Parkville, Missouri impose a
city sales tax of Three Percent (3%) on the sales of adult use
marijuana sold at retail?

☐ YES ☐ NO

INSTRUCTIONS TO VOTERS:

Instructions to Voters: If you are in favor of the proposition, place an X in the box opposite "YES." If you are opposed to the proposition, place an X in the box opposite "NO."

Done by order of the Board of Aldermen of said City this ____ day of __________________, 2022.

____
Platte County, Missouri Board of Elections