



FINANCE COMMITTEE

Monday, December 12, 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 November 28, 2022, regular meeting
 - B. Renew the agreement with the Parkville Economic Development Council (Administration)
 - C. Approve an agreement with LINK to develop an educational program for two ballot measures on the April 2023 ballot (Administration)
 - D. Approve a purchase order with Brenntag for the odor control chemical for the sanitary sewer lines in the Riss Lake subdivision (Public Works)
 - E. Authorize staff to advertise a public hearing and prepare an ordinance to implement a 3% rate increase for the sewer utility in 2023 (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

Department: Parks and Recreation

Preparation date:

12/8/2022

Low Bidder and
Contract Amount:

Kaw Valley Engineering
8040 North Oak Trafficway
Kansas City, MO 64118

\$3,115.00

General Scope of Work Description/Project:

Geotechnical Services for Farmer's Market

Provide geotechnical services for Farmer's Market Structure. The Scope of Service is attached and includes drilling three borings for the proposed canopy. The planned depth for these borings is 15 feet. Soil samples will be obtained during the service. A full analysis and report will be provided after the geotechnical services.

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

For this service we are using Kaw Valley Engineering. Kaw Valley Engineering is an on-call consultant for the City of Parkville.

Project Start Date: 12/13/2022

Estimated Completion Date: 12/31/2022

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)



WA # 8

Work Authorization No. 5

City of Parkville
Department of Public Works

Preparation date: 12/5/2022

To: Kaw Valley Engineering
8040 North Oak Trafficway
Kansas City, MO 64118

General Scope of Work Description/Project: Farmers Market Geotechnical Services

Provide geotechnical services for Farmers Market Structure

- See Attached Proposal – \$3,115.00

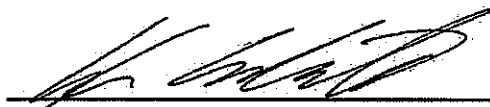
Primary Tasks: (List task and hours): Scope & Fees Attached

Estimated Total: \$3,115.00

Project Start Date: 12/5/2022

Estimated Completion Date: 12/31/2022

Budget Account Code: 41-560.52-50-00

Signature:  12/5/22

Schedule:

Authorization: _____ Signature: _____

- ☐ City Administrator:
☐ Department Head: *Brittanie Lopez*
☐ Mayor:

Date:
12/8/2022



KAW VALLEY ENGINEERING, INC.

Office: 913.894.5150
Fax: 913.894.5977
Web: www.kveng.com
Address: 14700 West 114th Terrace
Lenexa, KS 66215

November 22, 2022

C22P1585

Mr. Chris Ashley
City of Parkville, Missouri
8880 Clark Avenue
Parkville, Missouri 64152

**RE: PROPOSAL FOR GEOTECHNICAL SERVICES
NEW FARMERS MARKET STRUCTURE
MCAFFEE STREET AND SOUTH MAIN STREET
PARKVILLE, MISSOURI**

Dear Mr. Ashley:

In response to your request, Kaw Valley Engineering, Inc. (KVE) is pleased to submit the following proposal for geotechnical services for the above referenced project. Reference is made to the City Engineering and Architectural Professional Services Agreement dated October 20, 2020 for a 2-year term ending October 20, 2022 with a renewal option for one (1) additional year with written notice 30 days prior to anniversary date (the "Agreement"). The following services will be performed in accordance with the Agreement and as set forth below.

PROJECT DESCRIPTION

The proposed project is to consist of the possible construction of a new market canopy structure to utilize the existing piers or new piers to be located northeast of McAfee Street and South Main Street in Parkville, Missouri.

SCOPE OF SERVICES

The purpose of the Services will be to develop design and construction recommendations for geotechnical aspects of the project as defined in the project description. The geotechnical recommendations will be based on the soil, rock and groundwater conditions encountered in the borings at the time of exploration. You will be advised during the course of the exploration if conditions requiring additional exploration are present.

Geotechnical Field Exploration and Laboratory Testing

The geotechnical evaluation will consist of drilling three (3) borings for the proposed canopy. The planned depth for these borings is fifteen (15) feet. Borings will be terminated at shallower depths if auger refusal is encountered.

Soil samples will be obtained from the borings at nominal intervals of 5 feet or detected changes in soil strata. Samples will be obtained by standard penetration test methods or 3-inch O.D. thin-walled Shelby tubes, as soil conditions warrant.

The groundwater level will be observed in each boring at the time of drilling and approximately 24 hours after completion, or upon leaving the project site, whichever is sooner, unless it is necessary to backfill a boring immediately after drilling.

Laboratory tests such as moisture content, dry density, Atterberg limits, and unconfined compressive strength will be performed to establish physical and engineering characteristics of the soil.

Geotechnical Engineering Analyses and Report Preparation

Engineering analyses will be performed for development of foundation design recommendations. The analysis report will include:

- The size of the existing piers will be performed by others and utilized for the recommendation.
- Documentation of the field and laboratory phase of the exploration.
- Summarization of the soil, rock and groundwater conditions and their effect on the proposed construction.
- Detailed boring logs and site plan indicating boring locations.
- Identification of possible areas where deleterious materials may be encountered, their effect on construction, and methods of remedial treatment.
- Suitability of on-site material for use as fill and its effect on foundation and slab-on-grade performance.
- Recommendations for site grading including excavation, site preparation, fill placement, compaction, subgrade protection, and anticipated problems.
- Recommendations for design of shallow foundations.
- Recommendations for design of deep foundations (if required).
- Recommendations for observation of foundation construction and site grading.
- Pavement section recommendations (if loads are provided).
- Discussion of unusual site features which require additional consideration.

Other illustrations will be included as necessary to clarify engineering recommendations.

EXPLORATION, UTILITY VERIFICATION, AND SITE ACCESS

Site Access

By execution of this agreement, the Client grants or agrees to obtain access to the site for all equipment and personnel necessary for Kaw Valley Engineering, Inc. to perform the Services. Client is responsible for providing written authority of access from legal property owner prior to initiation of field services. It is anticipated that the borings will be accessible to a truck mounted drill rig. If additional work to allow rig access is required, further fees will apply and will be quoted to you separately.

Borings will be backfilled with drill cuttings or bentonite, as appropriate. Excess drill cuttings will be mounded over the borehole in grassed areas. When borings are made in paved areas, the excess cuttings will be removed from the boring location to a designated on-site location. Borings located in asphalt or concrete will be patched with a similar material. Borings filled with cuttings may slump and may require periodic filling by the client or owner.

Boring Location

Borings will be located in the field by measurements from on-site physical features. Elevations will be determined by differential leveling, utilizing a fixed monument on site as a benchmark if available.

Utilities

Utility companies will be notified to identify, to the extent possible, the location of underground utilities and other subterranean structures. Public utilities will not provide information beyond service connections. Information between service connections and a structure must be provided by the owner or his representative.

Traffic Control

Traffic control (signing, warning devices, channelizing devices and/or flagmen) for activities occurring on or adjacent to an active roadway will be subcontracted from a firm specializing in roadway traffic control. The fees for these services will be invoiced at cost plus 10% administrative markup. Alternatively, Client may contract directly with a competent traffic control firm for these services. KVE is not responsible for services that cannot be performed due to inadequate or unsafe access to the work. Additional mobilizations shall apply if site is not ready due to lack of adequate traffic control.

Insurance

All insurance provided under this Agreement shall be in the limits set forth in the attached Sample Acord 25 – Certificate of Liability Insurance only. The costs for any additional amounts or insurance coverages required by you or the project whether requested by modification to this Agreement or the execution of a third-party document will be treated as a reimbursable expense.

SCHEDULE AND FEE BASIS

We will proceed with this project within three (3) weeks of receipt of written authorization if weather and site conditions permit and a drill rig is available. The geotechnical report will be issued within ten (10) working days of the completion of the fieldwork. We anticipate the fieldwork to take one (1) day.

We will perform the Geotechnical Services described herein for the lump sum fee of **Three Thousand One Hundred Fifteen Dollars (\$3,115.00)**. A unit price schedule of drilling and laboratory testing services is included for your information. Additional work performed outside of the Scope of Services will be charged in accordance with the attached rate schedules.

We appreciate the opportunity to be of service to you. If you have any questions or comments, please do not hesitate to contact us at (913) 894-5150.

Respectfully submitted,
Kaw Valley Engineering, Inc.



Michael R. Osbourn, P.E.
Principal

JAN/ams

Attachments: 2022 Standard Hourly Rate Schedule
SAMPLE Acord 25 – Certificate of Liability Insurance

\\VMLX-FILE\Projects\C22 1585\ Proposal\2022-11-22 GEO Proposal New Farmers Mkt Structure Parkville MO.docx

By signing this Authorization and Notice to Proceed or ordering the commencement of Services, you are affirming that you are authorized to bind Client to the terms and conditions of this authorization (hereinafter referred to as the "Agreement") and have read and accepted the terms and conditions. Any additional document requirements, including but not limited to Client form contracts and lien waivers that have not been mutually agreed to and executed by Client and KVE prior to the commencement of Services, are hereby waived and KVE's standard forms and format shall apply.

AUTHORIZATION AND NOTICE TO PROCEED

Client: City of Parkville, Missouri

Name/Title: _____
(please print)

Signature: _____

Date: _____

Project Reference No.: _____

E-mail for Accounting: _____
E-mail address where invoices can be sent electronically

**UNIT PRICE SCHEDULE
DRILLING AND LABORATORY SERVICES
NEW FARMERS MARKET STRUCTURE
PARKVILLE, MISSOURI**

Item	Unit	Unit Price
Field Activities		
4" Continuous Flight Auger	Foot	\$15.00
6" Hollow Stem Auger	Foot	\$20.00
Standard Penetration Test	Each	\$25.00
3" Thin Wall Tube	Each	\$25.00
NQ Coring	Foot	\$50.00
Laboratory Analysis		
Moisture Content	Each	\$10.00
Natural Density	Each	\$10.00
Atterberg Limits	Each	\$80.00
Unconfined Compression	Each	\$60.00
Reimbursable Expenses		
Traffic Control	Cost plus 10%	



2022 Standard Hourly Rate Schedule

This rate schedule is updated once each year in January, and the current rates in effect at the time of service shall apply.

Design Services

Principal	\$200.00
Project Manager.....	185.00
Structural Engineer.....	170.00
Senior Design Engineer.....	170.00
Design Engineer.....	145.00
Intern Engineer.....	115.00
Senior CADD Technician.....	110.00
CADD Technician.....	95.00
Administrative Assistant.....	65.00

Surveying Services

Project Manager / Survey Manager.....	\$135.00
Professional Land Surveyor / Department Supervisor.....	125.00
Survey Research and Computations.....	100.00
1 - Person Survey Crew with Standard Equipment.....	125.00
2 - Person Survey Crew with Standard Equipment.....	160.00
Senior CADD Technician.....	110.00
CADD Technician.....	95.00
GNSS Equipment.....	35.00
Robotic Total Station Equipment.....	35.00
Terrestrial 3D LiDAR Scanning.....	45.00
GeoSLAM 3D LiDAR Scanning.....	55.00
UAS Drone Service.....	150.00
ATV Equipment.....	150.00/Day

Geotechnical, Construction Inspection & Materials Testing Services

Manager of Field Services.....	\$105.00
Geotechnical Engineer.....	165.00
Materials Engineer.....	160.00
Registered Geologist.....	100.00
Truck-Mounted Drill Rig with Crew.....	200.00
ATV-Mounted Drill Rig with Crew.....	225.00
Engineer Technician.....	75.00
Senior Engineer Technician.....	85.00
Non-Destructive Testing Technician.....	100.00

In addition to the above, reimbursement shall be made for expenses incurred in connection with the project such as filing fees, print, research materials, equipment rental, mileage, per diem, postage and handling, and any other related expenses will be billed at their direct cost. Subcontracted labor, technical photography, and other direct job costs will be billed at their direct cost.

PRINTING & COPYING

Miscellaneous Expenses.....	At direct cost
Walk-In Customers.....	\$10.00 flat fee
Mylar.....	7.00 / sheet
Bond.....	2.50 / sheet
8½" x 11" (Black & White).....	0.50 / sheet
11" x 17" (Black & White).....	0.80 / sheet
8½" x 11" (Color).....	1.50 / sheet
11" x 17" (Color).....	2.50 / sheet
Large Media.....	10.50 / sq. ft.

EQUIPMENT

Vehicle Mileage (Truck or Auto).....	\$0.585 / mile
Vehicle Mileage (Drill Rig).....	\$5.00 / mile

Hourly Rate Sheet 2022.docx

2319 N. Jackson, PO Box 1304 • Junction City, Kansas 66441 • Tel: 785-762-5040 • Fax: 785-762-7744
 8040 N. Oak Trafficway • Kansas City, Missouri 64118 • Tel: 816-468-5858 • Fax: 816-468-6651
 14700 West 114th Terrace • Lenexa, Kansas 66215 • Tel: 913-894-5150 • Fax: 913-894-5977
 742 Duval Ave. • Salina, Kansas 67401 • Tel: 785-823-3400 • Fax: 785-823-3411
 20 East Fifth Ave • Emporia, Kansas 66801 • Tel: 620-208-5240
 300 N. Front St. • Topeka, Kansas 66606 • Tel: 785-244-1234



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/8/2022

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
IMA, Inc. - Kansas City
3393 W. 110th Street
Suite 600
Overland Park KS 66210

CONTACT NAME: IMA Wichita Team

PHONE (A/C, No, Ext): 316-267-9221

FAX (A/C, No):

E-MAIL: certs@imacorp.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: The Cincinnati Insurance Company

10677

INSURER B: North American Capacity Insurance Company

25038

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Kaw Valley Engineering Inc.
2319 North Jackson Street
Junction City KS 66441

License#: PC-1210733

KAWVALL-01

COVERAGES

CERTIFICATE NUMBER: 1431656561

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.

IS/IR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			ENP 0538086	6/1/2022	6/1/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			ENP 0538086	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			ENP 0538086	6/1/2022	6/1/2023	EACH OCCURRENCE \$7,000,000 AGGREGATE \$7,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	EWC 0538227	6/1/2022	6/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional and Pollution Liability			CNP100004000	8/8/2022	8/8/2023	Each Claim \$3,000,000 Aggregate \$3,000,000

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

General Liability Coverage includes Contractual Liability - Railroads and Coverage for Certain Operations in Connection with Railroads, subject to the terms and conditions of the policy.

CERTIFICATE HOLDER

SAMPLE

CANCELLATION

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



Finance Committee Meeting
Monday, November 28, 2022 4:30 PM
Administration Conference Room, City Hall

Minutes

1. Call to Order

Vice Chair Wylie called the meeting to order at 4:30 p.m. A quorum was present.

Members Present: Vice Chair Douglas Wylie, Dean Katerndahl, Bob Bennett and Philip Wassmer

City Staff Present: City Administrator Alexa Barton, Public Works Director Alysén Abel, Human Resources Director Matthew Chapman, Community Development Director Stephen Lachky (via phone), Parks & Recreation Director Brittanie Propes, Public Works Project Manager Chris Ashley (via videoconference) and City Clerk Melissa McChesney (via videoconference)

2. Financial Updates

A. City Administrator Approvals

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

3. Action Items

A. Approve the minutes for the October 24, 2022, regular meeting

Bob Bennett moved to approve the minutes for the October 24, 2022, meeting. Philip Wassmer seconded; motion passed 4-0.

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

Parks and Recreation Director Brittanie Propes said that staff recommended purchasing the mower instead of leasing and the purchase was under budget.

Bennett moved 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. Wassmer seconded; motion passed 4-0.

4. Non-Action Items

A. Recreational marijuana sales tax

City Administrator Alexa Barton stated that the city attorney drafted an ordinance similar to other cities to place a ballot question for the April 2023 election to impose an additional three percent tax on top of the standard sales tax rate for marijuana sales. Staff recommends that the

City not pursue it for the April ballot due to the two other propositions that would be placed on the ballot and because there was only one dispensary in Parkville. Barton recommended placing it on the ballot in 2024. The consensus of the Finance Committee was to follow the recommendation of staff.

Public Works Director Alysén Abel said that there would be an agreement with She Digs it for emergency sewer repairs on the agenda for the Board of Aldermen meeting on December 6.

5. Unfinished Business (postponed from prior meetings)

6. Other Business

7. Adjourn

Chair Plumb adjourned the meeting at 4:45 p.m.

Submitted by:

Melissa McChesney
City Clerk

Approval Date

CITY OF PARKVILLE
Policy Report

Date: December 1, 2022

Prepared By:

Alexa Barton, City Administrator

Reviewed By:

Alexa Barton, City Administrator

ISSUE:

Renew the agreement with the Parkville Economic Development Council (Administration)

BACKGROUND:

The City adopted the Parkville Plan for Progress, an economic development strategic plan to form an Economic Development Corporation (EDC) in September 2010. On October 28, 2010, the EDC was formed as a corporation pursuant to the Missouri Non-Profit Corporation Law to be operated exclusively for exempt purposes within the meaning of Section 501(c) of the IRS Code.

Since the formation, the City has participated as a member and community partner -- along with private investors and members -- all providing funding to attract and retain businesses and attract quality business and needed industry within the city of Parkville.

The EDC actively participates in development discussions for the community and the region and is a community advocate for businesses and the City. Their state mission is to maintain and enhance the quality and value of life within Parkville by carrying out the primary purpose of promoting solid/quality economic and community development and facilitating responsible economic development.

BUDGET IMPACT:

This item is budgeted within the 2022 budget in the amount of \$40,000.

ALTERNATIVES:

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

STAFF RECOMMENDATION:

Staff recommends approval of the Economic Development Community Partnership Agreement by and between the Parkville EDC and the City of Parkville.

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 renew the agreement with the Parkville Economic Development Council in the amount of \$40,000

ATTACHMENTS:

1. Agreement

ECONOMIC DEVELOPMENT COMMUNITY PARTNERSHIP AGREEMENT BY AND
BETWEEN THE PARKVILLE ECONOMIC DEVELOPMENT COUNCIL AND THE
CITY OF PARKVILLE, MISSOURI

This Agreement, made and entered into this 20th day of December 2022, by and between the Parkville Economic Development Council (the "EDC"), a Missouri non-profit corporation, and the City of Parkville, Missouri, (the "City").

WITNESSETH:

WHEREAS, on September 21, 2010, by Resolution No. 09-01-10, the City adopted the Parkville Plan for Progress, an economic development strategic plan which contemplated formation of an independent organization to implement the strategies and goals outlined in the Parkville Plan for Progress; and

WHEREAS, on October 28, 2010, the EDC was formed as a corporation pursuant to the Missouri Non-Profit Corporation Law to be operated exclusively for exempt purposes within the meaning of Section 501(c) of the Internal Revenue Code; and

WHEREAS, the Articles of Incorporation for the EDC provide that it is organized and will be operated for the purpose of promoting economic and community development within the City of Parkville, Missouri; and

WHEREAS, on September 7, 2011, the EDC adopted its Economic Development Incentive Policy based on the Parkville Plan for Progress to guide the EDC and its staff and members in promoting economic development in the City; and

WHEREAS, since formation of the EDC, the City as a member and community partner, along with private investors and members, has provided funding on an annual basis to assist the EDC in carrying out its goals and objectives consistent with the EDC Strategic Plan that correlate to the city of Parkville 2040 Master Plan; and

WHEREAS, during this time, the EDC is working to achieve the goals outlined in the EDC Strategic Plan that correlate to the city of Parkville 2040 Master Plan through the attraction and retention of business and industry and has demonstrated its ability to attract and retain business within the City; and

WHEREAS, in addition, independent of the prior Parkville Plan for Progress, the EDC annually adopts its own goals consistent with those of the City of Parkville and the 2040 Master Plan and their own purposes; and

WHEREAS, EDC leadership continues to contribute to the economic environment in the community with participation in development discussions, community asset advocacy, and economic development strategies; and

WHEREAS, in conjunction with its stated mission of maintaining and enhancing the valued quality of life within the City of Parkville, Missouri, and carrying out its primary purpose of promoting economic and community development and encouraging and facilitating responsible economic development within the City of Parkville, Missouri, the EDC may cooperate with and enter into agreements with private parties through an investment and membership system and with other entities including public entities as community partners; and

WHEREAS, the parties hereto have determined that it is in the best interest of the City, and important to the public purpose of promotion of the general economic welfare of the City, to continue to serve as a community partner with and to provide funding to the EDC along with private investors and members on an annual basis to assist the EDC in carrying out its goals and objectives consistent with the EDC Strategic Plan that correlate to the city of Parkville 2040 Master Plan and Economic Development Incentive Policy.

NOW THEREFORE, in consideration of the mutual undertakings and mutual benefits associated with the activities identified herein, the EDC and City agree as follows:

1. SCOPE OF ACTIVITIES

The EDC shall perform economic development activities in accordance with its primary purpose of promoting economic and community development and encouraging and facilitating responsible economic development within the City of Parkville, Missouri, and for the benefit of the community in furtherance of the goals, policies, and implementation items outlined with the EDC Strategic Plan that correlate to the city of Parkville 2040 Master Plan and the EDC's adopted Economic Development Incentive Policy. The EDC will work independently and collaboratively with City staff, private parties, and local, state, and regional economic development organizations, as necessary, to carry out said activities.

2. TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 2023, to December 31, 2023. On or before October 1, 2023, the EDC shall provide the City Administrator with a copy of the then current fiscal year budget, projected year-end expenses and revenues, and its request for renewal of this Agreement, if applicable. It is contemplated that the parties may enter into a similar agreement for the 2024 fiscal year.

3. STATUS REPORTS AND UPDATES

During the term of this Agreement, the EDC Executive Director and/or Board Chair shall provide, at a minimum, an annual update regarding the EDC's activities pursuant to the terms of this Agreement. It is understood by both parties that the activities identified in the EDC Strategic Plan that correlate to the city of Parkville 2040 Master Plan, represent an ongoing plan and some objectives may have more or less progress in any given year.

4. CITY FUNDING COMMITMENT

The City agrees to provide funding to the EDC to assist it in carrying out activities contemplated by this Agreement for Fiscal Year 2023 in the amount of Forty Thousand Dollars and No Cents (\$40,000.00) within 30 days of receipt of an invoice from the EDC. The City's funding commitment is contingent upon the EDC annually securing private sector or other funding in a minimum amount of Fifty Thousand Dollars and No Cents (\$50,000.00).

5. AUDIT AND INSPECTION OF RECORDS

Upon notice of not less than forty-eight (48) hours, the EDC shall permit an authorized representative of the City to inspect and audit all data and records of the EDC related to its activities pursuant to this Agreement.

EDC shall complete a detailed annual budget that is approved by the EDC Board of Directors on or before the start of the EDC's fiscal year.

EDC shall submit an accounting of all funds spent by EDC to the Parkville City Clerk for the preceding fiscal year on or before March 31.

6. SUBCONTRACTS

The EDC and City hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior written consent of the other party to the Agreement.

7. REPRESENTATION ON BOARD

It is agreed that the EDC's Board of Directors is the governing body of the EDC and as such it oversees the operation of the EDC. The City is entitled to name two voting members of the Board of Directors. The City will possess one non-voting position on the Board of Directors who will serve in an ex-officio role. Both of the City's two representatives to the Board of Directors will concurrently serve on the EDC Executive Committee. The ex-officio member will also serve in the same role to the EDC Executive Committee. City membership on the Board of Directors and EDC Executive Committee shall not constitute a majority of the voting membership of either body.

8. NON-DISCRIMINATION PROVISIONS

The EDC will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, or age. EDC will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, or age. 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. EDC 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, color, creed, religion, ancestry, national origin, sex, disability or other handicap, or age.

9. COMPLIANCE WITH THE LAW

Both parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

10. CONFLICT OF INTEREST/POLITICAL ACTIVITY

The elected officials, public officials, employees and agents of the City shall comply with all applicable laws and regulations relating to conflicts of interest with regard to the work and funding covered by this Agreement.

EDC employee(s), whether employed directly by the EDC, or by the City, shall be prohibited from investing in a business while said business is seeking city approval of economic development incentives as part of an economic development or redevelopment project

The EDC shall not use the funding provided by the City pursuant to this Agreement to advocate, support, or oppose any ballot measure or candidate for public office. This section shall not be construed to prohibit the EDC from engaging in legislative or policy advocacy at the local, state, or federal level.

11. INDEPENDENT CONTRACTOR

Neither party is authorized or empowered to make any commitments or incur any obligation on behalf of the other party. The EDC will perform the activities outlined herein as an independent contractor.

12. CANCELLATION, TERMINATION OR SUSPENSION

This Agreement may be terminated at any time by written, mutual agreement of the parties. The City may terminate the Agreement immediately if funds are not appropriated for the activities described herein. Both parties shall have the right to terminate this Agreement in the event that the other party is in default or violation of the terms or provisions of this Agreement and fails to cure such default or violation in the manner specified in subsection below.

In the event of such default or violation by either the City or the EDC, the other party shall send by hand delivery or certified mail a Notice Demand to Cure Default, explaining the specific nature and extent of the default or violation. The party receiving Notice shall cure or remedy said violation or default within forty-five (45) working days after receipt of said Notice, unless a longer time is agreed upon by both parties in writing. In case the default is not cured or remedied within forty-five (45) working days or longer time if agreed upon, the party that issued the Notice may exercise its option to terminate this Agreement upon forty-five (45) days of written notice thereafter.

13. NOTICE

Any notice required by this Agreement is deemed to be given if it is hand-delivered or mailed by United States certified mail, postage prepaid, and is addressed as hereinafter specified. Notice to the City shall be addressed to:

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

Notice to EDC shall be addressed to:

Executive Director
Parkville Economic Development Council
8880 Clark Avenue, Suite 218
Parkville, MO 64152

14. GOVERNING LAW

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

15. MEDIA ANNOUNCEMENTS

Neither party shall be authorized to make statements to the media or otherwise on behalf of the other party without express direction and consent of the other party.

16. AUTHORIZED EMPLOYEES

EDC 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. EDC 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 activities related to this Agreement, and that its employees are lawfully allowed to work in the United States.

17. INTEREST OF MEMBERS OF THE 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 related economic development activities, and EDC shall take appropriate steps to assure compliance.

18. INTEREST OF EDC AND EMPLOYEES

EDC covenants that its employees presently have no interest and shall not acquire interest, direct or indirect, in the scope of work associated with this Agreement or any other non-disclosed interest which would conflict in any manner or degree with the activities hereunder. EDC further covenants that in the performance of this Agreement, no person having any such interest shall be employed by the EDC.

19. 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.

20. 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.

21. THIRD PARTIES

The activities to be carried out by the EDC pursuant to this Agreement 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.

22. 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 EDC and attached hereto.

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

CITY OF PARKVILLE, MISSOURI

By: _____
Dean Katerndahl, Mayor

ATTEST:

Melissa McChesney, City Clerk

PARKVILLE ECONOMIC DEVELOPMENT COUNCIL

By: _____
Chair

ITEM 3.C.

For 12/12/2022

Board of Aldermen - Finance Committee Meeting

**CITY OF PARKVILLE
Policy Report**

Date: December 7, 2022

Prepared By:

Alexa Barton, City Administrator

Reviewed By:

Alexa Barton, City Administrator

ISSUE:

Approve an agreement with LINK to develop an educational program for two ballot measures on the April 2023 ballot (Administration)

BACKGROUND:

The City requires assistance in developing a communications and public relations firm to assist with a program to help educate the Parkville community about upcoming ballot measures: Public Safety Sales Tax (Proposition P) and Use Tax (Proposition U).

The City previously used the City's contract communications firm to prepare materials for a prior ballot measure; i.e., Use Tax. That measure did not have the depth of information desired; therefore, the City looked to other municipalities within the region for comparable experience.

Babette Macy and Gina Stingley, Public Relations and Communications Specialists, with LINK have positive references. In addition, they have experience working with the public sector, most recently with the City of Raytown, to assist with this project.

BUDGET IMPACT:

There are funds within the city's Professional Services account to pay for these services, at an estimated amount of \$17,945.

ALTERNATIVES:

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

STAFF RECOMMENDATION:

Staff recommends approval of agreement with LINK to prepare needed materials sufficient to educate citizens of Parkville.

POLICY:

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

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve an agreement with LINK for time and material to develop an educational program regarding two ballot measures on the April 2023 ballot.

ATTACHMENTS:

None

ITEM 3.D.

For 12/12/2022

Board of Aldermen - Finance Committee Meeting

**CITY OF PARKVILLE
Policy Report**

Date: December 8, 2022

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Alexa Barton, City Administrator

ISSUE:

Approve a purchase order with Brenntag for the odor control chemical for the sanitary sewer lines in the Riss Lake subdivision (Public Works)

BACKGROUND:

The Riss Lake subdivision is primarily served by forcemain sewers. The City pumps a chemical solution (Robin 4000) into these sewers to react with the sewage to reduce the amount of hydrogen sulfide in the wastewater which reduces the potential for odor and corrosion caused by hydrogen sulfide gas and dangerous gas buildup.

The storage tank located along Riss Lake Drive holds up to 4,000 gallons of liquid chemical. Staff typically receives the chemical solution in two deliveries throughout the year to meet the system demand of approximately 20-25 gallons per day.

The unit costs of the bioxide and Robin 4000 chemicals have historically been about the same. Starting in 2017, the City utilized the bulk contract rate provided to Alliance Water Resources, which provided a unit cost savings. The 2022 unit price was \$0.36 per pound, which resulted in an estimated annual cost of \$34,848. The 2023 unit price is \$0.375 per pound. The total estimated cost of the chemical \$36,300 for 2023, assuming bi-annual shipments.

Previously, the City used a bioxide chemical solution. In 2010, the City switched Robin 4000. Although the products have similar chemical properties, there are concerns about changing to a different chemical. One major concern is that the bioxide odor control may not be as effective. Last year, the City received pricing information that resulted in a small price decrease for the bioxide chemical compared to the Robin 4000 product, however there would be additional costs borne by the City to remove the remaining chemical and clean the tank prior to using the different chemical solution. Staff estimates that the additional cost would be between \$1,500 to \$2,000.

BUDGET IMPACT:

The 2023 budget includes \$57,000 in line item 30.501-07-91.00 (Odor Control) for the purchase of chemicals for the sanitary sewer lines in the Riss Lake subdivision. This budget will allow for three shipments of odor control for the 12-month period.

ALTERNATIVES:

1. Approve a purchase order with Brenntag for the odor control chemical.
2. Provide direction to staff related to the odor control purchase.
3. Postpone this item.
4. Do not approve.

STAFF RECOMMENDATION:

Staff recommends the approval of the purchase order with Brenntag for the odor control chemical for the Riss Lake subdivision. The City is able to utilize the favorable pricing provided to 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 purchase order with Brenntag for the odor control chemical for the sanitary sewer lines in the Riss Lake subdivision.

ATTACHMENTS:

1. Purchase Order

PURCHASE ORDER
(non-construction)

CITY OF PARKVILLE (PURCHASER)
8880 Clark Avenue
Parkville, MO 64152

Date: December 20, 2022

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

VENDOR: **Brenntag Mid-South, Inc.**
5200 Stillwell Avenue
Kansas City, MO 64120
Phone: 816-483-9996 Cell: 816-585-2241 Fax: 816-245-4685

SHIP TO: City of Parkville
8000 Agron, Riss Lake Subdivision
Parkville, Missouri 64152 (Nearest address for GPS)

INVOICE TO: Parkville City Hall, 8880 Clark Ave., Attn: Jason Brown, 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 5 pages including attachments. Purchaser agrees to pay a **UNIT PRICE** of .375 per pound 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 (30) days after delivery of goods and receipt of invoice. This purchase order is only valid through December 31, 2023.

ITEMS:

Robin 4000 chemical odor control for Riss Lake Subdivision. Chemical to be ordered on an as-needed basis.

\$.375 per pound – Estimated 96,000 lbs. for 2023

Estimated Cost – \$36,000

The vendor has the ability to adjust the unit price each quarter following written acknowledgement from the City. The vendor shall submit official written notice to the City 30 days prior to the effective date of any price adjustment. The notice shall include justification for the price increase. The price increase shall not exceed Consumer Price Index (CPI)

See Attachment "A" – Terms and Conditions
See Attachment "B" – Insurance Requirements

SCHEDULE OF DELIVERY:

F.O.B. 8000 Agron, Riss Lake Subdivision, Parkville, MO 64152

Please contact Jason Brown at 816-215-5690 at least 24 hours in advance to schedule delivery.

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")

BRENNTAG MID-SOUTH, INC. ("Vendor")

By: _____
Dean Katerndahl

By: _____

Title: Mayor

Title: Director of Municipal Development

Date: _____

Date: 12/5/22

Attachment "A"

TERMS AND CONDITIONS FOR CITY OF PARKVILLE PURCHASE ORDER

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

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

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

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

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

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

the Purchase Order, acceptance of work, or final payment to Vendor.

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

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

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

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

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

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

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

ATTACHMENT "B"

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ITEM 3.E.

For 12/12/2022

Board of Aldermen - Finance Committee Meeting

**CITY OF PARKVILLE
Policy Report**

Date: December 8, 2022

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Alexa Barton, City Administrator

ISSUE:

Authorize staff to advertise a public hearing and prepare an ordinance to implement a 3% rate increase for the sewer utility in 2023 (Public Works)

BACKGROUND:

The Sewer Fund is a self-sustaining enterprise fund that operates on its own revenue distinct from the City's General Fund. In addition to routine operating expenses, the recommended 2023 budget (scheduled for adoption on December 20, 2022) estimates a 3% rate increase for the sewer utility.

The full budget for the Sewer Fund was presented to the Board of Aldermen for consideration. It included a 3% sewer rate increase, an administrative transfer from the Sewer Fund to the General Fund, the Sewer Fund maintenance budget and the Sewer Fund Capital Improvements Program (CIP).

This item will be presented to the Board of Aldermen at the December 20, 2022 meeting. Following the meeting, staff will provide the required 30-day notice for a public hearing which will be scheduled on February 7, 2023.

BUDGET IMPACT:

Each 1% rate increase results in approximately \$16,091. A 3% rate increase is recommended for 2023 in order to ensure that revenues meet budgeted expenditure levels and to continue maintenance and repair work planned in the CIP. The 3% rate increase would result in an additional \$48,273.

ALTERNATIVES:

1. Authorize staff to advertise a public hearing and prepare and ordinance to implement a 3% rate increase for the sewer utility.
2. Authorize staff to implement a modified rate structure to meet the desires of the Finance Committee.
3. Take no action and do not implement a rate increase in 2023.
4. Postpone this item.

STAFF RECOMMENDATION:

Staff recommends that the Finance Committee authorizes staff to proceed with the 3% rate increase. The rate increase is necessary to account for the additional expenses related to the maintenance of the sewer utility.

POLICY:

Section 703.030(A) of the Parkville Municipal Code states that, “the user charge system shall generate adequate annual revenues to pay the costs of annual operation and maintenance including replacement and cost associated with debt retirement.”

The Reserve Policy (Resolution No. 12-01-13) states that, “the sewer utility fund balance should be able to provide 90 days of operations in addition to the current fiscal year debt service payments.”

RSMo 250.233 states that prior to establishing sewer charges, a public hearing shall be held following at least 30 days’ notice

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen authorize staff to advertise a public hearing and prepare an ordinance to implement a 3% rate increase for the sewer utility in 2023.

ATTACHMENTS:

1. Draft Ordinance

BILL NO. ____

ORDINANCE NO. ____

AN ORDINANCE AMENDING SECTION 703.040 OF THE PARKVILLE MUNICIPAL CODE IMPLEMENTING A THREE PERCENT INCREASE TO THE SEWER BASE CHARGE, SEWER USAGE CHARGE AND SURCHARGE FOR CUSTOMERS OF THE PARKVILLE SEWER SYSTEM

WHEREAS, the City of Parkville, Missouri has constructed wastewater treatment works; and

WHEREAS, the City of Parkville must pay all expenses associated with said treatment works and charge the users of said treatment works accordingly.

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

Section 1. Subsection C of Section 703.040 is hereby repealed and replaced to read as follows:

- C. The minimum charge per month shall be nineteen dollars and ten cents (\$19.67). The minimum charge shall apply to all properties connected to the sewer system regardless of water consumption. In addition, each contributor shall pay a user charge for operation and maintenance, including replacement, of ninety and three-tenths cents (\$0.93) per one hundred (100) gallons of water as determined in the preceding section.

Section 2. Subsection D of Section 703.040 is hereby repealed and replaced to read as follows:

- D. For those contributors who contribute wastewater the strength of which is greater than normal domestic sewage, a surcharge in addition to the normal user charge will be collected. The surcharge for operation and maintenance, including replacement, is

\$1.1861 per pound BOD

\$1.0201 per pound SS

Section 3. If any portion or section of this ordinance is determined to be invalid, illegal, or unconstitutional by a court of competent jurisdiction, the decision shall in no manner affect the remaining portions of this Section, which shall remain in full force and effect.

Section 4. This ordinance shall be in effect immediately upon its passage and approval.

PASSED and APPROVED this 7th day of February 2023.

Mayor Dean Katerndahl

ATTESTED:

City Clerk Melissa McChesney