FINANCE COMMITTEE
Monday, February 13, 2023 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 January 30, 2023, regular meeting
   B. Approve an agreement with Enterprise Fleet Management for fleet management services for all City departments (Administration)
   C. Approve the purchase and installation of an outdoor warning siren from Blue Valley Public Safety for the Thousand Oaks subdivision in western Parkville (Police)
   D. Approve a land use agreement with Rockridge Quarry for the 2023 City Cleanup Events (Public Works)
   E. Approve an agreement with CK Power for on-call generator maintenance (Public Works)

4. **Non-Action Items**

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

6. **Other Business**

7. **Adjourn**

Posted Date & Time: 2/10/23; 2:58 p.m. By: MM

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville **Preparation date:** February 9, 2023

Department: Public Works

Low Bidder and Contract Amount:

FTC Equipment LLC
5238 Winner Road
Kansas City, MO 64127

$4,832.86

General Scope of Work Description/Project:

Work Authorization #135 – S. National Pump Repair

S. National Pump Station runs with two centrifugal pumps, to continuously pump sewage that is directed to the S. National Pump Station. The pumps are reviewed annual through the City's preventative maintenance program. In order to extend the life of the pumps, additional maintenance is necessary. One of the pumps in the S. National Pump Station needs to be repaired.

The 2023 Sewer Fund includes funding available for the repair to the S. National Pump.

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

On March 3, 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: 1/24/23 **Estimated Completion Date:** 2/24/23

Budget Account Code: 30-501.06-12-00

Authorization:

- ☐ City Administrator: ______________ Date: ______________
- ☐ Department Head: Alyson Makel 02/09/23
- ☐ Mayor (if applicable): ______________ ______________
- ☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

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

Work Authorization #135

Date:	January 24, 2023
Issued to:	FTC Equipment, LLC 5238 Winner Road Kansas City, MO 64127
Project/Work Description Title:	S. Nat'l P.S. Check and repair Sulzer Pump
Scope of Work/Purpose:	S. Nat'l P.S. – Quote #13481 Attached

Schedule and Price

- See attached order acknowledgement for price breakdown

Total **$4,832.86**

Project Start Date:	1/24/2023
Estimated Completion Date:	2/24/2023
Latest Acceptable Date:	2/24/2023
Estimated Cost:	$4,832.86
Expenditure Limit:	$4,832.86
Budget Account Code:	30-501.04-61-00

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 Sch

Company: FTC Equipment, LLC Date: 1/25/23

Authorization

Department Head: Alysen Abel Date: 02/09/23

Alysen Abel, Public Works Director

City Administrator (if over $2,500): Date:

Alexa Barton, City Administrator

Mayor (if over $10,000): Date:

Dean Katerndahl, Mayor

FTC Equipment, LLC

5238 Winner Road
Kansas City, MO 64127

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

Quote

Date	Estimate #
1/24/2023	13481

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	WK002999

Qty	U/M	Item	Description	Rate	TOTAL
			Facility: South National Pump Station Location: Check, inspect and estimate repair of Sulzer XFP101G-VX.6- PE300/2, S/N 0020758M, 3 Ph, 30.8 HP, 3551 RPM, 460V, 35 Amps		
1	EA	310100198001	Rotor	1,459.54	1,459.54
1	EA	13785001	Plug	4.85	4.85
1	EA	11210243	Allen Screw, M10x25 DIN912, SS	8.38	8.38
1	EA	61705101	Repair Kit, PE3, VX (Dry Pit)	1,149.48	1,149.48
1	EA	61035006	DI Probe, Complete, PE1-PE2	30.61	30.61
1		MLS	Materials, Lubes, Solvents & Supplies	80.00	80.00
5.25	HR	Labor-MO-JI	Labor-MO- Teardown & Inspection	100.00	525.00
5.25	HR	Labor-MO-JI	Labor-MO- Clean parts	100.00	525.00
10.5	HR	Labor-MO-JI	Labor-MO- Assembly	100.00	1,050.00

We appreciate the opportunity to be of service to 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	$4,832.86
Sales Tax (8.85%)	$0.00
TOTAL	$4,832.86

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville | **Preparation date:** January 26, 2023

Department: Public Works

Low Bidder and Contract Amount:

FTC Equipment LLC
5238 Winner Road
Kansas City, MO 64127

$5,918.66

General Scope of Work Description/Project:

Work Authorization #138 – McAfee Pump Repair

McAfee Pump Station runs with two centrifugal pumps, to continuously pump sewage that is directed to the McAfee Pump Station. The pumps are reviewed annual through the City's preventative maintenance program. In order to extend the life of the pumps, additional maintenance is necessary. One of the pumps in the McAfee Pump Station needs to be repaired. There will be separate request to replace a different pump at the same pump station. That expense is included in the 2023 CIP.

The 2023 Sewer Fund includes funding available for the repair to the McAfee Pump.

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

On March 3, 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: 1/26/23 **Estimated Completion Date:** 3/26/23

Budget Account Code: 30-501.06-12-00

Authorization:

- ☐ City Administrator: ______ Date: ______
- ☐ Department Head: Alysen Abel ______ 02/09/23
- ☐ Mayor (if applicable): ______ ______
- ☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

Parkville
Missouri

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Work Authorization #138

Date:	January 20, 2023
Issued to:	FTC Equipment, LLC 5238 Winner Road Kansas City, MO 64127
Project/Work Description	McAfee P.S.
Title:	Check, Inspect and estimate repair of Sulzer - Quote #13476 Attached

Scope of Work/Purpose:

Schedule and Price

	Total	**$5,918.66**

Project Start Date:	1/20/2023
Estimated Completion Date:	1/20/2023
Latest Acceptable Date:	1/20/2023
Estimated Cost:	$5,918.66
Expenditure Limit:	$5,918.66
Budget Account Code:	30-501.06-12-00

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:

Authorization

Department Head: Alysen Abel Date: 02/09/23

Alysen Abel, Public Works Director

City Administrator (if over $2,500): Date:

Alexa Barton, City Administrator

Mayor (if over $10,000): Date:

Dean Katerndahl, Mayor

FTC Equipment, LLC

5238 Winner Road
Kansas City, MO 64127

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

Quote

Date	Estimate #
1/20/2023	13476

Name/Address	Ship To
City of Parkville Attn: Accounts Payable 8880 Clark Avenue Parkville, MO 64152	City of Parkville McAfee P.S. Parkville, MO 64152

Terms	Rep	FOB	W/O Number
Net 30	RJQ	Factory	WK002961

Qty	U/M	Item	Description	Rate	TOTAL
			Facility: McAfee Pump Station Location:		
			Check, inspect and estimate repair of a Sulzer AFP1077 ME 430/4, S/N 25656, 3 Ph, 49.5HP, 1765 RPM, 460V, 68.7 Amps.		
1	EA	61702038	Basic Repair Kit ME4 Older Generation 2 lower bearings	1,985.81	1,985.81
1	EA	Contract Services	Repair Stator- crown thermals	1,142.85	1,142.85
6	HR	Labor-MO-JI	Labor-MO- Tear down & Inspection	110.00	660.00
6	HR	Labor-MO-JI	Labor-MO- Clean parts	110.00	660.00
12	HR	Labor-MO-JI	Labor-MO- Assembly	110.00	1,320.00
1		MLS	Materials, Lubes, Solvents & Supplies	150.00	150.00
			New Pump- $22613.67 Sulzer XFP105J-CB2-PE430/4 57.6HP, 3PH, 460V, 68.7Amps, 1782RPM		

We appreciate the opportunity to be of service to 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	$5,918.66
Sales Tax (8.85%)	$0.00
TOTAL	$5,918.66

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville **Preparation date:** February 9, 2023

Department: Public Works

Low Bidder and Contract Amount:

Environmental & Process Systems, Inc.
11419 Strang Line Road
Lenexa, KS 66215

$17,120

General Scope of Work Description/Project:

Clarifier Drive Replacement – Installation of Gear Box / Hydraulic Box.

The clarifier drives and gear box need to be replaced. They were repaired in 2022, as a temporary measure to keep the equipment working until the equipment can be ordered. In July 2022, through an emergency approval, the City Administrator authorized the purchase of this equipment to minimize any delays.

The equipment has been delivered and is ready to be installed. It was not realized until recently that there was not a work authorization for the installation. In order to get this work completed in a timely manner, this needs to be approved under the City Administrator's emergency approval for the installation of both parts included in separate work authorizations, see attached.

There is funding in the 2023 Sewer Capital Improvements Program to handle this expense.

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

The equipment is specialized. Environmental & Process Systems is the licensed vendor for this region.

Project Start Date: 1/30/23 **Estimated Completion Date:** 3/31/23

Budget Account Code: 30-501.04-51-00

Authorization:

- ☐ City Administrator: Date:
- ☐ Department Head: Alysen Abel 02/09/23
- ☐ Mayor (if applicable):
- ☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

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Work Authorization #2

Date:	January 30, 2023
Issued to:	Environmental & Process Systems, Inc. 11419 Strang Line Road Lenexa, KS 66215

Project/Work Description

Title:	WWTP Clarifier Drive Hydraulic Box Rebuild Q2301-13
Scope:	Rebuild existing hydraulic boxes - $4,075 X 2

Schedule and Price

Project Start Date:	January 30, 2023
Estimated Completion Date:	March 31, 2023
Latest Acceptable Date:	March 31, 2023
Estimated Cost:	$8,150.00
Expenditure Limit:	$8,150.00
Budget Account Code:	30.501-04-51-00

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: ______________________ Signature: ______________________

Company: Environmental & Process Systems, Inc. Date: ______________________

Authorization

Department Head: Alysen M Abel Date: 02/09/23

Alysen Abel, Public Works Director

City Administrator (if over $2,500): ______________________ Date: ______________________

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)

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

___ Valid business license

Environmental & Process Systems, Inc.
E-Mail:EPSBretO@aol.com
11419 Strang Line Road
Lenexa, Kansas 66215
Phone: 913-338-0311
Fax: 913-338-0353

QUOTATION

TO: Public Works Director
8880 Clark Ave
Parkville, MO 64152
ATTN: Alysen Able
Email: Aabel@parkvillemo.gov

Quote No. Q2301-13
Date: 1/30/2023
Page: 1 of 2

Item	Qty	Description	Unit Price	Net Price
		Section – Parkville, MO – WWTP Clarifier Drive Hydraulic Box Rebuild.		
A	2	Rebuild the existing hydraulic box(s). New internal components include The hydraulic motor, hydraulic pump. Also, exterior torque gage, exterior pressure gage, external fluid site glass, filter housing, and tank lid gasket. Price includes parts and labor. Quote: Q2205-13 Re.1 (B) dated 7/1/2022 price includes its install.	$4,075.00	$8,150.00

Per ______________________
Bret Olendorff

TERMS

_X_ 1.Price is F.O.B. Factory
____2. Price is F.O.B. Factory, freight allowed.
_X_ 3. Terms of payment Net 30.from the date of Invoice. Partial Invoices are issued for each shipment.
_X_ 4. Price does not include tax, and any applicable tax will not be added to invoice and must be paid direct to the taxing agency by you.
_X_ 5. Price is valid for 30 days.
_X_ 6. A service fee of 2% per month of any unpaid balance will be applicable for each month or portion thereof , and will be due until payment is received.
____7. Price includes startup. Trip Day.
____8. For startup, add ______________ per day plus expenses.
____9. Please issue purchase order to ____________. c/o Environmental & Process Systems.
_X_ 10. Please issue purchase order to Environmental & Process Systems, Inc.
_X_ 11. Additional Terms & Conditions Attached.

WE HOPE WE MAY BE PRIVILEGED TO RECEIVE YOUR ORDER - THANK YOU

Items Ordered: ______________ Total Net Price______________.

Signed: ______________ Dated:______________.

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Work Authorization #3

Date:	January 30, 2023
Issued to:	Environmental & Process Systems, Inc. 11419 Strang Line Road Lenexa, KS 66215

Project/Work Description

Title:	WWTP Clarifier Drive Replacement Q2301-14
Scope:	Three-man crew. Estimated two days onsite for one clarifier replacement. Includes crane to pull old and install new motor & gear box. One day of start-up service by authorized representative. Price reflects replacement of one motor & one gear box.

Schedule and Price

Project Start Date:	January 30, 2023
Estimated Completion Date:	March 31, 2023
Latest Acceptable Date:	March 31, 2023
Estimated Cost:	$8,970.00
Expenditure Limit:	$8,970.00
Budget Account Code:	30.501-04-51-00

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: Signature:

Company: Environmental & Process Systems, Inc. Date:

Authorization

Department Head: Alysen Abel Date: 02/09/23

Alysen Abel, Public Works Director

City Administrator (if over $2,500): Date:

Alexa Barton, City Administrator

Mayor (if over $10,000): Date:

Dean Katerndahl, Mayor

Environmental & Process Systems, Inc.
E-Mail:EPSBretO@aol.com
11419 Strang Line Road
Lenexa, Kansas 66215
Phone: 913-338-0311
Fax: 913-338-0353

QUOTATION

TO: Public Works Director
8880 Clark Ave
Parkville, MO 64152
ATTN: Alysen Able
Email: Aabel@parkvillemo.gov

Quote No. Q2301-14
Date: 1/30/2023
Page: 1 of 2

Item	Qty	Description	Unit Price	Net Price
		Section – Parkville, MO – WWTP Clarifier Drive Replacement		
A	1	Three-man crew. Estimated two days onsite for one clarifier replacement. Includes crane to pull old and install new motor & gear box. One day of start-up service by authorized representative. Price reflects replacement of one motor & one gear box.		$ 8,970.00
			Total:	**$ 8,970.00**

Not Included:

1) It is Parkville, MO responsibility to drain/power wash basin & equipment that is being replaced.

Per ____________________
Bret Olendorff

TERMS

_X_ 1.Price is F.O.B. Factory
___ 2. Price is F.O.B. Factory, freight allowed.
_X_ 3. Terms of payment Net 30.from the date of Invoice. Partial Invoices are issued for each shipment.
_X_ 4. Price does not include tax, and any applicable tax will not be added to invoice and must be paid direct to the taxing agency by you.
_X_ 5. Price is valid for 30 days.
_X_ 6. A service fee of 2% per month of any unpaid balance will be applicable for each month or portion thereof , and will be due until payment is received.
___ 7. Price includes startup. Trip Day.
___ 8. For startup, add ____________ per day plus expenses.
___ 9. Please issue purchase order to ____________. c/o Environmental & Process Systems.
_X_ 10. Please issue purchase order to Environmental & Process Systems, Inc.
_X_ 11. Additional Terms & Conditions Attached.

WE HOPE WE MAY BE PRIVILEGED TO RECEIVE YOUR ORDER - THANK YOU

Items Ordered: ____________ Total Net Price ____________.

Signed: ____________ Dated: ____________.

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

___ Valid business license

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: October 20, 2022

Department: Public Works

Low Bidder and Contract Amount:

H&H Septic Service
13325 N Silver Ridge Dr
Platte City, MO 64079

$3,875.00

General Scope of Work Description/Project:

Lakeview Drive & White Oak Ct Sewer Repair (WA-139):

On October 20, 2022, the City was alerted to a sewer issue at Lakeview Drive & White Oak Ct. Staff contacted H&H Septic Service to evaluate the issue and make the necessary repairs. Upon further review, the issue was found on the City's side of the sewer main. H&H made the necessary repairs.

The Sewer Fund includes funding available for sewer line repairs, budget line item 30-501.07-34-00 in the Sewer Fund.

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

The City has an on-call services agreement with H&H Septic Service, dated 12/6/16. The unit prices are listed in that agreement for both emergency and non-emergency situations.

Project Start Date: 10/20/22

Estimated Completion Date: 10/22/22

Budget Account Code: 30-501.07-34-00

Authorization:

- ☐ City Administrator: ____________ Date: ____________
- ☐ Department Head: Alysen Abel 11/3/22
- ☐ Mayor (if applicable): ____________ ____________
- ☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

Parkville
Missouri

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Work Authorization #139 (OC)

Date: October 20, 2022
Issued to: H & H Septic Service Inc.
30 Village Circle Drive
Platte City, MO 64079

Project/Work Description
Title: Repair 1 ½" Force Main approx. NW Lakeview Dr. & NW White Oak Ct.
Invoice No. 53351 Attached

Schedule and Price

Project Start Date:	10/20/ 2022
Estimated Completion Date:	10/20/2022
Latest Acceptable Date:	10/20/ 2022
Estimated Cost:	$3,875.00
Expenditure Limit:	$3,875.00
Budget Account Code:	30-501.07-34-00

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: Regina Moore / ~~payroll~~ Business office Signature: [signature]
Company: H & H Septic Service Inc. Date: 10-24-2022

Authorization

Department Head: [signature] Date: 11/3/22
Alysen Abel, Public Works Director
City Administrator (if over $2,500): Date:
Alexa Barton, City Administrator
Mayor (if over $10,000): Date:

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

H & H Septic Service Inc

13325 N Silver Ridge Dr
Platte City MO 64079

Invoice

Date	Invoice #
10/20/2022	53351

Bill To
CITY OF PARKVILLE 8880 CLARK AVENUE PARKVILLE MO 64152

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
2	VACUUM TRUCK at $500.00 per hour	500.00	1,000.00
2	VACUUM TRUCK additional hours $175.00 per hour	175.00	350.00
	ROCK EXCAVATION labor / breaker	1,500.00	1,500.00
2	LABOR 2 extra man hours at $75.00	75.00	150.00
	PLUMBING PARTS	100.00	100.00
	LABOR Profit & overhead at 25percent	775.00	775.00
	REPAIR 1 1/2" FORCE MAIN APPROX. NW LAKEVIEW DRIVE AND NW WHITE OAK CT		
		Total	$3,875.00

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: November 1, 2022

Department: Public Works

Low Bidder and Contract Amount:

H&H Septic Service
13325 N Silver Ridge Dr
Platte City, MO 64079

$5,312.50

General Scope of Work Description/Project:

6245 Northlake Dr Sewer Repair (WA-142):

On October 26, 2022, the City was alerted to a sewer issue at 6245 Northlake. Staff contacted H&H Septic Service to evaluate the issue and make the necessary repairs. Upon further review, the issue was found on the City's side of the sewer main. H&H made the necessary repairs.

The Sewer Fund includes funding available for sewer line repairs, budget line item 30-501.07-34-00 in the Sewer Fund.

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

The City has an on-call services agreement with H&H Septic Service, dated 12/6/16. The unit prices are listed in that agreement for both emergency and non-emergency situations.

Project Start Date: 10/31/22

Estimated Completion Date: 11/1/22

Budget Account Code: 30-501.07-34-00

Authorization:

☐ City Administrator: ____________________ Date: ____________

☐ Department Head: Alysen M Abel 11/3/22

☐ Mayor (if applicable): ____________________ ____________

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

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Work Authorization #142 (OC)

Date: November 1, 2022

Issued to: H & H Septic Service Inc.
13325 ZN. Silver Ridge Dr.
Platte City, MO 64079

Project/Work Description

Title: Repair 1 ¼" discharge line at 6245 Northlake Drive
Invoice No. 53407 Attached

Schedule and Price

Project Start Date:	10/31/ 2022
Estimated Completion Date:	11/1/2022
Latest Acceptable Date:	11/1/ 2022
Estimated Cost:	$5,312.50
Expenditure Limit:	$5,312.50
Budget Account Code:	30-501.07-34-00

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: Regina Moore / Office Manager Signature: [signature]

Company: H & H Septic Service Inc. Date: 11-2-2022

Authorization

Department Head: [signature] Date: 11/3/22

Alysen Abel, Public Works Director

City Administrator (if over $2,500): Date:

Alexa Barton, City Administrator

Mayor (if over $10,000): Date:

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

H & H Septic Service Inc

13325 N Silver Ridge Dr
Platte City MO 64079

Invoice

Date	Invoice #
10/31/2022	53407

Bill To
CITY OF PARKVILLE 8880 CLARK AVENUE PARKVILLE MO 64152

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	LABOR EXCAVATOR 1 HR @ $350.00	350.00	350.00
	LABOR EXCAVATOR 6 ADDT'L HRS @ $200.00	1,200.00	1,200.00
	VACUUM TRUCK 1 HR	500.00	500.00
	VACUUM TRUCK 6 ADDT'L HRS @ $175.00	1,050.00	1,050.00
	Machinery HYDRO BREAKER	500.00	500.00
	LABOR HAULED OFF DEBRIS AND BRING IN DIRT	600.00	600.00
	PLUMBING PARTS	50.00	50.00
	LABOR OVERHEAD AND PROFIT @ 25%	1,062.50	1,062.50
	REPAIR 1 1/4" DISCHARGE LINE @ 6245 NORTHLAND DRIVE		

Total $5,312.50

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: February 9, 2023

Department: Public Works

Low Bidder and Contract Amount:

Slagle
12121 Blue Ridge Extension, Ste B
Grandview, MO

$7,057.41

General Scope of Work Description/Project:

Work Authorization #2 – Odor Control Fence

The Riss Lake subdivision is served by a forcemain sanitary sewer system. Due to the odor at the connection to the gravity system, the City must incorporate chemical into the system. The chemical is purchased through a bulk rate contract.

The chemical is stored in a storage tank, and is slowly incorporated into the system. For safety and security purposes, the odor control tank is protected by a privacy fence. The existing fence is in disrepair and needs to be replaced.

There is funding available in the 2023 Sewer Capital Improvements Program for the reconstruction of the fence.

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

City staff contact three fence contractors to provide bids for the odor control fence. Slagle was the lowest bidder with a price of $7,057.41.

Project Start Date: 2/1/23

Estimated Completion Date: 5/1/23

Budget Account Code: 30-501.06-42-00

Authorization:

☐ City Administrator: ____________________ Date: ____________________

☐ Department Head: Alysen Abel ____________________ 02/09/23

☐ Mayor (if applicable): ____________________ ____________________

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

Parkville
Missouri

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Work Authorization #2

Date:	January 25, 2023
Issued to:	Slagle 12121 Blue Ridge Extension, Ste. B Grandview, MO 816-863-6159

Project/Work Description	Install fencing around the existing sewer odor control unit that serves the Riss Lake Low Pressure System
Scope of Work/Purpose:	See Attached Estimate – Job #22349
Schedule and Price	
Project Start Date:	2/1/2023
Estimated Completion Date:	5/1/2023
Latest Acceptable Date:	5/1/2023
Estimated Cost:	$7,057.41
Expenditure Limit:	$7,057.41
Budget Account Code:	30-501.06-42-00

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: Kayla Thompson Office Manager Signature:
Company: Slagle Date: 2/1/23

Authorization

Department Head: Alysen Makel Date: 02/09/23

City Administrator (if over $2,500): Date:
Alexa Barton, City Administrator

Mayor (if over $10,000) Date:

For Internal Staff Use Only

(initial each item and file with executed work authorization)

_____ Employment Eligibility Status Verification (if the cost exceeds $5,000)
_____ Certificate of Insurance that demonstrates compliance with the Terms and Conditions
_____ Valid business license

SLAGLE

ESTIMATE

Jason Brown

Job Address

Wrisslake Drive Between Argon and Quail

Kansas City, MO 64152

Phone: 816-215-5690
Cell Phone: (816) 215-5690

Job Name: Jason Brown

For any questions on your project, please contact our office at (816) 863-6159 and refer to
Job # 22349

Today's Date	Expiration Date	Terms	Sales Consultant
1/12/2023	2/10/2023	Upon Completion	OFFICE

ID UPC	DESCRIPTION	UNIT PRICE	QTY	DISCOUNT	EXTENDED
	Single Gate 4' Wide x 7' Tall Blk Framework & Fabric to include installation with Blk Bulldog Hinges & Fork Latch Assy & Fast-Set Concrete (Post price is included with the line of fence) – *Gate will have a transom over the top to fill in the gap to make overall height of 10' tall.*	990.00	1		990.00
#438	CHAINLINK: 6' Tall Chain Link Fence Commercial Black: *Posts @ 8' centers , larger diameter, & deeper to accommodate PDS slats. Also, fabric will be 9 ga core/8 ga finish Cls 2b (same as 10' tall). This is the 29' section facing the street.* *• 9 Ga Core/8 Ga Finish Cls 2b Black Chainlink Fence, Professionally Installed* ** 1-5/8" 40 Weight Black Top Rail* ** 1-7/8" x 40 Weight Black Line Posts* ** 2-7/8" x 40 Weight Black Terminal Posts* *• #60LB High Strength Concrete Bag* *• 10' OC Post Spacing, Aluminum Ties* *• 365 Post, Panel, Gate and Labor Warranty* *• 12-Year No-Rust Product Warranty*	48.00	29 Ft		1,392.00
#438	CHAINLINK: 6' Tall Chain Link Fence Commercial Black *• 9 Ga Core/8 Ga Finish Cls 2b Black Chainlink Fence, Professionally Installed* ** 1-5/8" 40 Weight Black Top Rail* ** 1-7/8" x 40 Weight Black Line Posts* ** 2-7/8" x 40 Weight Black Terminal Posts* *• #60LB High Strength Concrete Bag* *• 10' OC Post Spacing, Aluminum Ties* *• 365 Post, Panel, Gate and Labor Warranty* *• 12-Year No-Rust Product Warranty*	39.031	44 Ft		1,717.36
#450	CHAINLINK:10' Tall Black Chainlink Fence, Commercial *• 9 Ga Core/8 Ga Finish Cls 2b Fabric , Professionally Installed* *• #60LB High Strength Concrete Bag* *• 10' OC Post Spacing, Aluminum Ties* ** 1-5/8" x 21' x 40 Weight Top Rail* ** 2-3/8" x 40 Weight Line Posts*	61.48	32 Ft	-6.05	1,773.76

	*2-7/8" x 40 Weight Terminal Posts * 365 Post, Panel, Gate and Labor Warranty * 12-Year No-Rust Product Warranty*			
#1808	HARDG: Possible Hard Ground/Rock or Root Charge *- Fee may be reduced or eliminated from invoice after installation. - Photos will be provided for any hard ground/rocks/roots found. - Includes removal and haul away of dirt/rock/roots.*	250.00	1 ea	250.00
#913	REMOVAL: Removal and Fence Haul Away Charges	3.75	105 ft	393.75
#532	Vinyl Privacy Decorative Slat (PDS) 6' Tall for 2" Mesh Commercial Chainlink: *For 29' section facing the street only.* ** PDS professionally installed * Sold in 10' increments * Posts @ 8' centers , larger diameter, & deeper to accommodate slats * Color Choices - Beige, Forest Green, Black, Brown, White, Gray, Redwood, & Sky Blue * Non-Stock Special Order Item - Lead time depends on color & footage*	18.018	30 ft	540.54
			Subtotal	7,057.41
			Tax 0%	0.00
			Grand Total	**$7,057.41**
			Current Balance	**$7,057.41**

Install Lead Time	• Currently - 2 to 3 weeks • Jobs are scheduled once 20% deposit is received • Deposit is not required for repeat customers and strategic partners
Payment Info	• Deposit - 20% Due upon signing this estimate • Full Payment is due upon completion of the fence • We take both ACH payment and Credit Card Payment ◦ **1% Discount on the total cost of the project if you pay via ACH on your deposit AND final payment!**
Warranty Information	• 1 year warranty for all installations due to installation error unless otherwise specified. • All the products that we install have product warranties. We will provide the product brochures that include the warranty detail upon request.
Late Fee Policy	Our payment terms are Upon Completion, meaning that we expect to be paid shortly after the project is completed. We will apply late fees if customers fail to make payments within 2 weeks, see late fee schedule below: • 2 weeks after completion of fence project - 5% of remaining balance • 3 weeks after completion of fence project - 10% of remaining balance • 4 weeks after completion of fence project - 15% of remaining balance • At 5 weeks we set the fence for reposession of all fence materials.
Requote Police	• Slagle Fence reserves the right to requote any project that has been scheduled out and/or pushed back **more than 90 days** from the date we received the signed contract. • We understand that things may come up that would require delays, but material costs move and we work hard to price competitively • Stay in touch with your estimator to stay up to date with any major pricing/supply updates.
Customer Required To Provide	• Access to power - our crews will need power for their tools necessary for building the fence. • Access to water - ours crews will need water for the concrete necessary to set the posts • Most residential properties have access to these utilities - please inform us if you do not!
Property Line and Survey Policy	• Land surveys allow you to understand your land boundraries and identify your property lines. This is extremely helpful in ensuring that you are installing your fence on your own property. At Slagle Fence, we offer official land surveys via our partners at a very competitive price. If you would like to source your own survey, please supply us with their findings. • If no survey is ordered, Slagle Fence will not be responsible for moving any fence line if it is determined that the fence was not placed in an acceptable area. We have many methods where we can get extremely close using county maps and/or plot plans. • If you do not get a survey and you want us to relocate the fence, there will be additional charges.
Sprinkler Policy	• **** MARK YOUR SPRINKLER LINES **** • Slagle Fence is not liable for any damage to unmarked sprinkler lines. • There is no way to know where they are located so please mark the lines as best as possible. • This policy also applies to any and all unmarked underground electrical wire.

Sod/Grass Policy	• We like to work so it is not uncommon that we will install in light rain, with wet ground, or even in the snow. If you have any concerns about damaging the ground, please let us know and we can reschedule your installation. • Please note that we are often 6-8 weeks out so rescheduling could potentially cause significant delays. Damage to ground is minor, if any, and grass grows back quickly!
Cancellation and Refund Policy	• The 20% deposit that you place for the project represents a commitment to the project. If you decide to cancel your fence project, Slagle Fence will retain that deposit. • Special circumstances will be considered.
Estimate Expiration	• We use live links for our estimates - when your estimate expires, the estimate will no longer be accessible via the link that was provided. • If this occurs, please reach out to your estimator for a requote.

If you would like to move forward with this estimate, please:

1. Sign the digital signature pad below and click the 'I agree to the terms of this agreement' in the bottom left corner.
2. Choose your payment method and place your 20% deposit.
   - ** If making payment via Credit Card - Verify the address on the card matches the address in the payment processor **

Suggested Deposit Amount: 0.00

Pay Now With ACH (E-Check)

PAY DEPOSIT NOW with CREDIT CARD

***** SIGNATURE PAD BELOW *****

***** SIGNATURE PAD ABOVE *****

Thank you for the opportunity to do business with you.

Slagle Fence

12121 Blue Ridge Extension, Suite B, Grandview, MO 64030 • Office (816) 863-6159

I accept the terms of this agreement.

Finance Committee Meeting
Monday, January 30, 2023 4:30 PM
Administration Conference Room, City Hall

Minutes

1. **Call to Order**

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

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

City Staff Present: City Administrator Alexa Barton, Assistant City Administrator Jeffery Rhodes, Police Chief Kevin Chrisman (via videoconference), Police Captain Jon Jordan, Public Works Director Alysen Abel, Community Development Director Stephen Lachky (via videoconference?), Parks & Recreation Director Brittanie Propes, Public Works Project Manager Chris Ashley (via videoconference), Director of Operations Richard Wilson, City Engineer Jay Norco, Sewer Plant Manager Jason Brown and City Clerk Melissa McChesney

2. **Financial Updates**

A. **City Administrator Approvals**

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

3. **Action Items**

A. **Approve the minutes for the December 12, 2022, regular meeting**

Douglas Wylie moved to approve the minutes for the December 12, 2022, meeting. Bob Bennett seconded; motion passed 5-0.

B. **Approve an auditing services agreement with Hood & Associates CPAs PC for the 2022 audit**

City Administrator Alexa Barton said that an audit of the City's financial system was completed annually by Hood & Associates, formerly Cochran Head Vick & Co., for several years. She recommended that the City approve a one-year agreement for the 2022 audit to maintain continuity of service due to the changes being made to the financial system.

Wylie moved to recommend that the Board of Aldermen approve a professional services agreement with Hood & Associates CPAs PC for auditing services for fiscal year 2022 in the amount of $22,750. Bennett seconded; motion passed 5-0.

C. **Approve an agreement with Bukaty Companies for monthly human resources support services**

City Administrator Alexa Barton stated that Bukaty Companies with the City's benefits coordinator who could also provide human resources services. She said the first project would be to review the personnel files to ensure they were in the correct order. Their monthly usage would be higher in the beginning, but would become lower once the files were organized.

Wylie moved to recommend that the Board of Aldermen approve an agreement with Bukaty Companies for Human Resource support services. Bennett seconded; motion passed 5-0.

D. **Approve the purchase of two 2023 Dodge Charger pursuit all-wheel drive sedan police package vehicles from Landmark Dodge Chrysler Jeep in Independence, Missouri**

Police Chief Kevin Chrisman said that in 2022 due to COVID, orders for new police vehicles were not accepted. The 2023 budget included carryover from 2022 and a new vehicle for 2023. He added that there was a short window to purchase Dodge Chargers and orders for other makes and models were already closed. The total budget included the vehicles and the equipment needed to outfit each vehicle. Chrisman noted that one vehicle in the fleet would be used by the detective and the Escape could be used by another department or could be sent to auction.

Discussion focused on the two vehicles that would no longer be used. The consensus of the Committee was to amend the suggested motion to allow that they be given to another department or sent to auction.

Wylie moved to approve the purchase of two 2023 Dodge Charger pursuit All-Wheel Drive sedan police vehicles from Landmark Dodge Chrysler Jeep in Independence, Missouri in the amount of $71,314, and that the 2008 Ford Escape and a 2015 Ford Taurus be cascaded to other departments or declared excess equipment to be auctioned once the two new vehicles are road ready. Bennett seconded; motion passed 5-0.

E. **Approve Work Authorization No. 155 with North Hills Engineering for the 2023 Closed Circuit Television and Cleaning program**

Public Works Director Alysen Abel stated that the City had an on-call agreement with North Hills Engineering that allowed work authorizations for specific projects. The proposed work authorization was for engineering and planning of the 2023 closed circuit television (CCTV) and cleaning program. She added that CCTV was budgeted annually in the Capital Improvement Program to get ahead of maintenance.

Wylie moved to recommend that the Board of Aldermen approve Work Authorization No. 155 with North Hills Engineering for planning the 2023 CCTV program in the amount of $11,840. Bennett seconded; motion passed 5-0.

F. **Approve Work Authorization No. 156 with North Hills Engineering for engineering and project management for the 2023 Sanitary Sewer Repairs Program**

Public Works Director Alysen Abel said that data gathered from the CCTV program determined which sanitary sewer repair projects were needed. The proposed work authorization included design, bid preparation, construction administration and project management. In addition to the standard repair program, the 2023 program included a review of the Riss Lake Low Pressure System; a presentation of the project would be presented at a Board of Aldermen work session in March. Abel noted that there was a carryover from 2022 for areas that the City was not able to address

City Engineer Jay Norco said that $100,000 would be dedicated to locating lost pits and structures in the Riss Lake system. He noted that it was key to getting access to them so they could be evaluated.

Wylie moved to recommend that the Board of Aldermen approve Work Authorization No. 156 with North Hills Engineering for engineering and project management associated with the 2023 Sanitary Sewer Repairs Program in the amount of $30,960.Bennett seconded; motion passed 5-0.

G. **Approve Change Order No. 1 with Heartland Traffic for the 2022 Pavement Marking program**

Public Works Director Alysen Abel stated that a contract with Havens Construction was approved in September 2022 to add or refresh pavement markings around the city to improve traffic safety. The bid document included 50,000 feet, but the work was closer to 120,000 feet. She noted that pavement marking was not completed in 2021 due to a variety of factors. Staff requested an as-built change order to cover the additional pavement marking.

Wylie moved to recommend that the Board of Aldermen approve Change Order No. 1 with Heartland Traffic for the as-built quantities associated with the 2022 Pavement Marking Program in the amount of $21,088.22. Bennett seconded; motion passed 5-0.

H. **Approve an agreement with Alliance Pump & Mechanical Service, Inc. for on-call pump maintenance**

Public Works Director Alysen Abel said that the City maintained several pumps at the six sanitary sewer pump stations and at the Spirit Fountain. The bid documents requested pricing for routine and emergency work. The City had an on-call agreement with FTC Equipment since 2017, but it did not include an option to renew for an additional year. FTC offered to extend the same rates for one more year. The bid opening was held in December and two bids were received. The two new bids were reviewed with the FTC pricing and Alliance Pump & Mechanical, located in Independence, was the low bidder overall. Abel said that staff had not worked with Alliance, but was willing to try it. She noted that an alternative was to approve the agreement for one year and have an option to renew it for one additional year.

Discussion focused on how the bidders and bids compared. Staff recommended using Fluid Equipment because they were located in Riverside and would be able to meet the City's on-call needs. The consensus of the Committee was to have a one-year agreement with the option to renew for one additional year.

Wylie moved to recommend that the Board of Aldermen approve a one-year agreement with Fluid Equipment for on-call pump maintenance for one year with the option to renew for one additional year. Bennett seconded; motion passed 5-0.

4. Non-Action Items

A. **Missouri American Water Franchise Agreement**

City Administrator Alexa Barton said that the Missouri American Water franchise agreement would be presented to the Board of Aldermen at the February 7 meeting. She noted the agreement had expired and staff was working with the legal counsel on both sides to finalize the agreement.

Barton noted that there would be an executive session at the February 7 Board meeting to discuss legal and personnel matters.

5. Unfinished Business (postponed from prior meetings)

6. Other Business

7. Adjourn

Chair Plumb adjourned the meeting at 5:11 p.m.

Submitted by:

Melissa McChesney City Clerk	Approval Date

CITY OF PARKVILLE
Policy Report

Date: February 10, 2023

Prepared By:
Alexa Barton, City Administrator

Reviewed By:
Alexa Barton, City Administrator

ISSUE:
Approve an agreement with Enterprise Fleet Management for fleet management services for all City departments (Administration)

BACKGROUND:
The City of Parkville is looking for a solution to better manage its aging fleet by considering fleet lease vs. vehicle purchase(s). Ten of the current 29 light and medium duty vehicles do not contain the most up-to-date safety features, such as airbag standardization, anti-lock brake control and Electronic Stability Control, which according to the Highway Traffic Safety Administration, is the most important safety feature since the invention of the seatbelt.

- Older vehicles have higher fuel and maintenance costs and tend to be unreliable.
- It would take nearly 11 years to cycle through the entire fleet with the current acquisition strategy.

BUDGET IMPACT:
(Pending) Impact by Fund forthcoming

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 Sourcewell Cooperative Agreement that will create a long-term sustainable cost savings of nearly 2% while replacing the heavily aged fleet with newer, safer, and more reliable vehicles. This is expected to reduce maintenance costs by over 74% and fuel costs by 29%. Overall, the program is expected to save the City over $480,000 over the next 10 years.

POLICY:
Intergovernmental agreements require an ordinance. 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 Enterprise Fleet Management, through the Sourcewell Cooperative, for fleet management services for all City departments.

ATTACHMENTS:
1. Synopsis
2. Worksheet

enterprise

FLEET MANAGEMENT

Parkville
Missouri

Fleet Synopsis | City of Parkville, MO

Piggyback the Sourcewell Awarded RFP #060618-EFM that addresses the following:

- Access to all fleet management services as applicable to the needs of the City of Parkville
- Supports the City's need for fleet evaluation on a quarterly basis assessing costs and reviewing best practices

THE SITUATION

The City of Parkville is looking for a solution to better manage its aging fleet. 10 of the current 29 light and medium duty vehicles do not contain the most up-to-date safety features, such as airbag standardization, anti-lock brake control, and Electronic Stability Control, which according to the Highway Traffic Safety Administration, is the most important safety feature since the invention of the seatbelt.

- Older vehicles have higher fuel costs, maintenance costs, and tend to be unreliable.
- It would take nearly 11 years to cycle through the entire fleet with the current acquisition strategy.

THE OBJECTIVES

Enterprise Fleet Management's proposal will save City resources and budget dollars through a managed vehicle program:

- Utilize an open-end lease* as a funding mechanism, allowing the City to acquire additional vehicles while avoiding a large capital budget outlay.
- Replace aged vehicles with newer models to increase fuel efficiency and reduce maintenance expense. Maintenance and repair expenses will be reduced as the age of vehicles is lowered and the integration of more fuel-efficient vehicles will reduce carbon footprint.
- Establish a proactive replacement plan that maximizes potential equity at time of resale, reduces operational expenses, and increases safety.

*An open-end lease means there are no early termination, mileage, or abnormal wear and tear penalties. Leases are written to a residual balance to preserve cash flow. The City receives flexibility of ownership, as well as net equity from sale at time of disposal.

THE RESULTS

By partnering with Enterprise Fleet Management, it is estimated the Parks & Recreation Department will create a long-term sustainable cost savings of nearly 2% while replacing the heavily aged fleet with newer, safer, and more reliable vehicles. This is expected to reduce maintenance costs by over 74% and fuel costs by 29%. **Overall, the Enterprise Fleet Management Program is expected to save the City over $480,000 over the next 10 years versus its current strategy.**

Leveraging an open-end lease maximizes cash flow and recognizes equity from vehicles sold. Furthermore, the City will leverage Enterprise Fleet Management's ability to sell vehicles at an average of 109% of Black Book (commercial vehicle) values.

Some other Cities currently partnered with Enterprise Fleet Management are: Raymore, Smithville, Gladstone, Independence, Harrisonville, Branson, Camdenton, Lake Ozark, Lenexa, Prairie Village, Leavenworth, Salina, Valley Center, Arkansas City, Andover, and many others. The School Districts of: Olathe USD 233, Hickman Mills, Raytown, Kansas City, MO, Kansas City, KS USD 500, Goddard USD 265, Spring Hill USD 230, Geary County USD 475, Haysville USD 261. Other municipalities partnered with EFM include the Counties of Jackson, Ray, Linn, Shawnee, Leavenworth, Geary, UG of Wyandotte, Ellis; References are available upon request.

Brandon Scott
Account Executive
5359 Merriam Dr
Merriam, KS 66203
Cell: 816-591-5565
Brandon.J.Scott@efleets.com

Supporting Evidence | City of Parkville

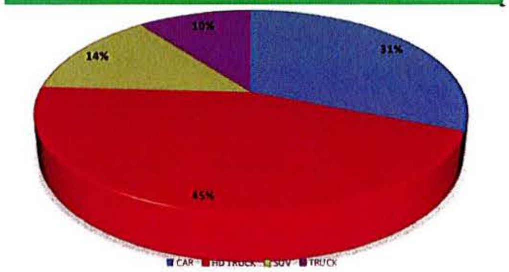
City of Parkville, MO - Fleet Profile

Fleet Profile				Fleet Replacement Schedule					
Vehicle Type	**# of Type**	**Average Age (years)**	**Average Annual Mileage**	**2023**	**2024**	**2025**	**2026**	**2027**	**Under-Utilized**
Compact Sedan	1	5.8	4,200	0	0	1	0	0	0
Full-size Sedan-ERV	8	4.8	16,400	2	2	0	2	2	0
Mid Size SUV 4x4	3	13.9	5,500	2	1	0	0	0	0
Mid Size SUV 4x4-ERV	1	9.9	8,900	1	0	0	0	0	0
Compact Pickup Quad 4x4	1	16.0	3,600	1	0	0	0	0	0
1/2 Ton Pickup Ext 4x4	1	9.9	4,800	1	0	0	0	0	0
1/2 Ton Pickup Quad 4x4	1	3.8	5,100	0	0	0	1	0	0
3/4 Ton Pickup Reg 4x4	1	23.1	6,200	1	0	0	0	0	0
1 Ton Pickup Reg 4x4	3	9.2	3,800	1	1	0	1	0	0
1 Ton Cab Chassis	9	8.0	5,200	3	2	2	1	1	0
Totals/Averages	**29**	**8.6**	**8,200**	**12**	**6**	**3**	**5**	**3**	**0**

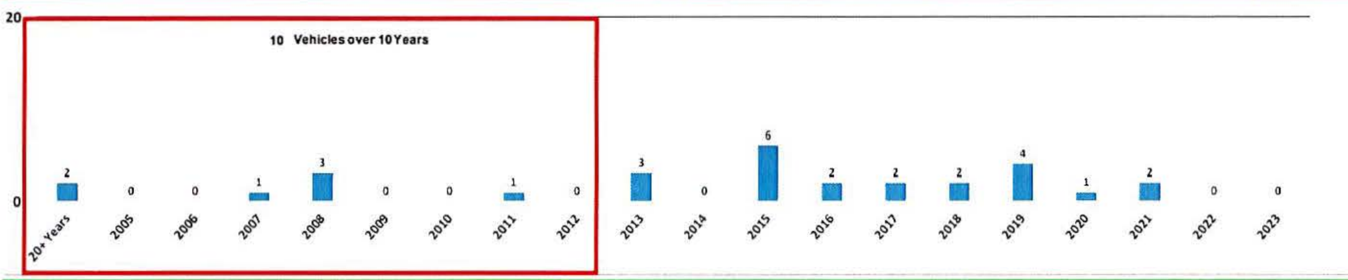
Replacement Criteria

- Fiscal Year 2023 = 10 years old and older, or odometer over 100,000
- Fiscal Year 2024 = 8 years old and older, or odometer over 93,300
- Fiscal Year 2025 = 6 years old and older, or odometer over 86,600
- Fiscal Year 2026 = 4 years old and older, or odometer over 79,900
- Fiscal Year 2027 = Remaining Vehicles
- Underutilized = Annual Mileage less than 1,000

Vehicle Types



Model Year Analysis



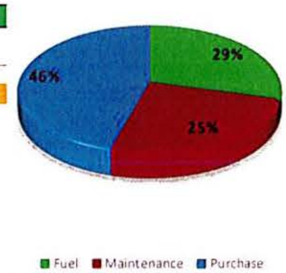
City of Parkville, MO - Fleet Planning Analysis

Current Fleet	29	Fleet Growth	0.00%	Proposed Fleet	29
Current Cycle	10.55	Annual Miles	8,200	Proposed Cycle	4.38
Current Maint.	$205.00			Proposed Maint.	$51.71
Maint. Cents Per Mile	$0.30	Current MPG	10	Price/Gallon	$3.50

Fleet Mix					Fleet Cost						Annual
Fiscal Year	**Fleet Size**	**Annual Needs**	**Owned**	**Leased**	**Purchase**	**Lease***	**Equity (Owned)**	**Equity (Leased)**	**Maintenance**	**Fuel**	**Fleet Budget**	**Net Cash**
Average	**29**	**2.8**	**29**	**0**	**130,182**	**0**			**71,340**	**83,230**	**284,752**	**0**
'23	29	12	17	12	0	122,196	-74,925		49,266	73,390	169,927	114,826
'24	29	6	11	18	0	188,226	-78,975	-37,619	38,229	68,470	178,330	106,422
'25	29	6	8	21	0	222,170	-64,280	-17,477	32,710	66,010	239,133	45,619
'26	29	6	3	26	0	275,933	-98,455	-55,096	23,513	61,910	207,805	76,947
'27	29	7	0	29	0	312,367	-103,500	-120,466	17,994	59,450	165,845	118,907
'28	29	9	0	29	0	312,367		-141,357	17,994	59,450	248,454	36,298
'29	29	10	0	29	0	312,367		-82,316	17,994	59,450	307,495	-22,743
'30	29	5	0	29	0	312,367		-74,499	17,994	59,450	315,312	-30,560
'31	29	6	0	29	0	312,367		-83,703	17,994	59,450	306,108	-21,356
'32	29	6	0	29	0	312,367		-163,692	17,994	59,450	226,119	58,633

10 Year Savings $482,994 | **Avg. Sustainable Savings** $4,055

Fleet Costs Analysis



Current Fleet Equity Analysis

YEAR	2023	2024	2025	2026	2027	Under-Utilized
QTY	12	6	3	5	3	0
Est $	$6,244	$13,163	$21,427	$19,691	$34,500	$0
TOTAL	$74,925	$78,975	$64,280	$98,455	$103,500	$0
			Estimated Current Fleet Equity**		$420,135	

* Lease Rates are conservative estimates

**Estimated Current Fleet Equity is based on the current fleet "sight unseen" and can be adjusted after physical inspection

Lease Maintenace costs are exclusive of tires unless noted on the lease rate quote.

KEY OBJECTIVES

Lower average age of the fleet

34% of the current light and medium duty fleet is over 10 years old

Resale of the aging fleet is significantly reduced

Reduce operating costs

Newer vehicles have a significantly lower maintenance expense

Newer vehicles have increased fuel efficiency with new technology implementations

Maintain a manageable vehicle budget

Challenged by inconsistent yearly budgets

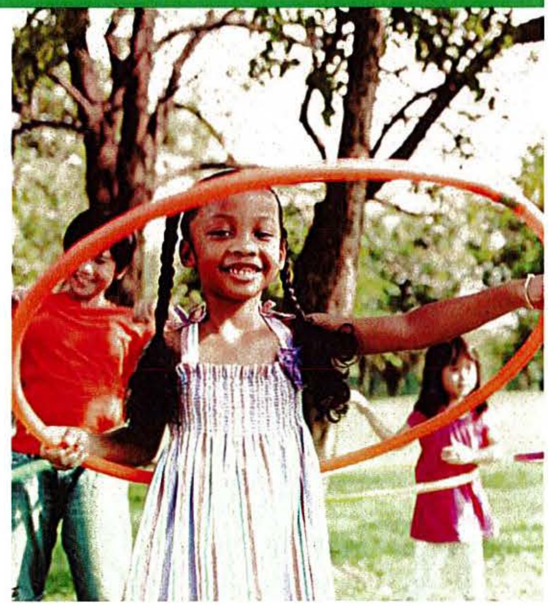
Currently vehicle budget is underfunded

enterprise FLEET MANAGEMENT

CASE STUDY | CITY OF LENEXA

enterprise
FLEET MANAGEMENT

The City of Lenexa see big savings with new fleet vehicles.



BACKGROUND

Location:	Lenexa, KS
Industry:	Government
Total vehicles:	72 vehicles

THE CHALLENGE

The City of Lexena was holding onto vehicles for 10 years and would only replace the vehicles if maintenance costs became too high or they were inoperable. As issues would arise, city managers would rush to get the vehicle fixed, find funds to cover the repair and make sure the employee was able to do his or her job. The process of maintaining an aged fleet with high and unpredictable maintenance costs became a grueling task for The City to manage.

THE SOLUTION

Enterprise Fleet Management presented the City of Lenexa with a proactive fleet management program. The solution would replace most of the light-duty vehicles within the first year of partnering with Enterprise, which would provide the city with a newer, more reliable fleet.

"We were skeptical at first because the numbers looked too good to be true. Once we made the choice to work with Enterprise Fleet Management, it was exciting to have a new fleet of vehicles for our employees. When we saw savings over 22% on fuel costs, just by switching to newer vehicles, that alone was worth the change."

- Nick Arena, Asst. Municipal Services Director

By replacing 45 light-duty vehicles in the first year, The City realized immediate operational savings. Enterprise Fleet Management helped acquire vehicles with volume incentives to lower the initial order and reduce the total cost of ownership for the City of Lenexa.

THE RESULTS

The City now offers its employees vehicles that have up-to-date safety features and with overall improved reliability. This has helped improve the satisfaction of the workforce. The partnership has also helped The City standardize its fleet and utilize the best vehicles based on the equipment needed for the job. The program offers flexibility to replace units more frequently, in shorter cycles so it will continue to experience overall savings. With a newer fleet of vehicles, The City of Lenexa experienced a 22% decrease in fuel costs and a 70% decrease in unplanned maintenance expenses. Additionally, the new fleet strategy allows city employees to focus solely on their core responsibilities instead of vehicle maintenance issues.

To learn more, visit efleets.com or call 877-23-FLEET.

Key Results

22% SAVINGS IN FUEL COSTS

REDUCED MAINTENANCE SPEND BY 70%

6% TOTAL SAVINGS WITH FLEET AGE LESS THAN 5 YEARS

Program Resources | City of Parkville

ACCOUNT MANAGEMENT

The City of Parkville will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs.

- Meeting with you at minimum 3 times per year: 2 of those are financial planning meetings. These are an Annual Client Review and a Fleet Analysis Meeting.
- Your Client Strategy Manager will provide ongoing analysis, which can include best makes/models, cents per mile, total cost of ownership, and replacement analysis.
- Monthly management reports consisting of a single invoice with all charges.

ANCILLARIES

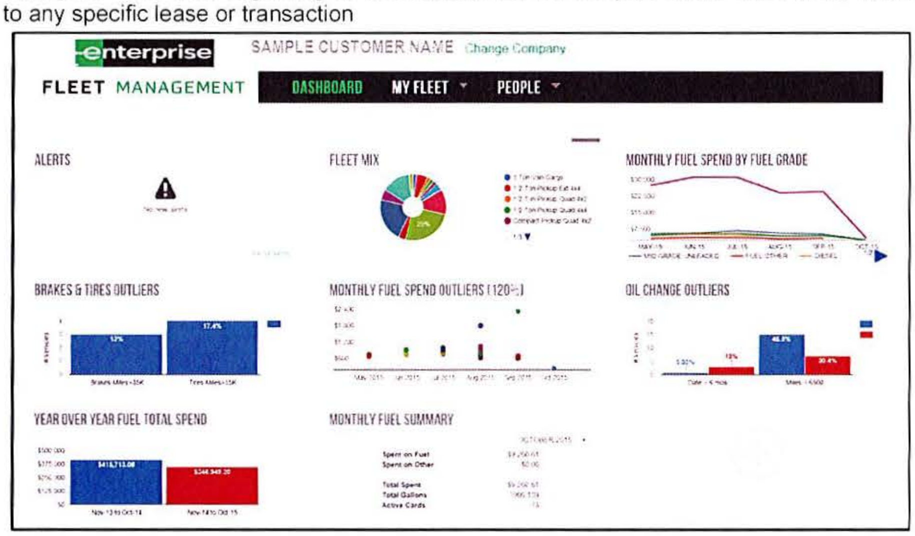
Enterprise Fleet Management has the ability to offer a total fleet solution should the City need further evaluation of the fleet. These can include:

- Buyout options to increase capital budget in VERP/VERF
- Fuel Cards
- Telematics Devices
- Physical Damage, Liability, Accident Management Coverage

TECHNOLOGY

Enterprise Fleet Management's website provides vehicle tracking, reporting, and metrics. Our website can be customized to view a wide range of data to have a comprehensive and detailed look at all aspects of your fleet and the services provided. Our *Mobile App* also allows drivers a wide range of functions.

- **Invoices** - To include lease, maintenance, and ancillaries - all in one invoice
- **Maintenance Utilization** - Review the life-to-date maintenance per vehicle
- **Recall Information** - See which units are approaching the lease term and still have open recalls
- **License & Registration** - See which plate renewals are being processed by Enterprise; view status
- **Alerts** - Set customizable alerts for oil changes, lease renewals, license renewals, and billing data
- **Lifecycle Analysis** - See data regarding all transactions for the lifecycle of the entire fleet, with drill-down capability to any specific lease or transaction



City of Parkville, MO Replacement Worksheet

Vehicle #	VIN	Year	Make	Model	Current Odometer	Estimated Value from FSM	Assigned Category	Recommended Replacement Year	New Replacement Category
Admin 5213; Comm Dev	1FAFP53U84G107074	2004	Ford	Taurus	117,000	$750	Mid Size SUV 4x4		Mid Size SUV 4x4
Other 5198; PW	1FTEX1EM4DKE99947	2013	Ford	F-150	47,594	$13,450	1/2 Ton Pickup Ext 4x4	2023	1/2 Ton Pickup Quad 4x4
Parks 5197 Nature San.	1FTYR44U07PA45387	2007	Ford	Ranger	57,352	$3,200	Compact Pickup Quad 4x4	2023	Compact Pickup Quad 4x4
Parks 5199	1FDRF3H60BEC68970	2011	Ford	F-350 Chassis Gas	33,426	$15,000	1 Ton Cab Chassis	2023	1 Ton Cab Chassis
Parks 5201	1FDWF37Y28ED57695	2008	Ford	F-350 Chassis Gas	55,634	$12,000	1 Ton Cab Chassis	2023	1 Ton Cab Chassis
Police 5191 (V600)	1FAHP2MK4GG136628	2016	Ford	Sedan Police Interceptor	105,000	$2,175	Full-size Sedan-ERV	2023	Full-size Sedan-ERV
Police 5214 (V605)	1FAHP2MKXFG190496	2015	Ford	Sedan Police Interceptor	140,000	$2,125	Full-size Sedan-ERV	2023	Full-size Sedan-ERV
Police 5215 (V608)	1FM5K8ARXDGB63887	2013	Ford	Utility Police Interceptor	88,000	$3,825	Mid Size SUV 4x4-ERV	2023	Mid Size SUV 4x4-ERV
Police 5218 (V610)	1FMCU93118KD74753	2008	Ford	Escape	89,000	$1,925	Mid Size SUV 4x4	2023	Mid Size SUV 4x4-ERV
PW 5190 Comm Dev	1FADP3F21HL207004	2017	Ford	Focus	24,323	$10,950	Compact Sedan	2023	1/2 Ton Pickup Quad 4x4
PW 5194 Comm Dev	1FMCU0GX0FUC25083	2015	Ford	Escape	35,485	$12,150	Mid Size SUV 4x4	2023	1/2 Ton Pickup Quad 4x4
PW 5202	1FTWF31Y48EB15133	2008	Ford	F-350	55,634	$4,175	1 Ton Pickup Reg 4x4	2023	1 Ton Pickup Reg 4x4
PW 5205	1FTPX18L0YNC33048	2000	Ford	F-150	143,000	$4,300	3/4 Ton Pickup Reg 4x4	2023	3/4 Ton Pickup Reg 4x4
Street 5200 Trans.	1FDRF3H61DEB04937	2013	Ford	F-350 Chassis Gas	58,500	$12,000	1 Ton Cab Chassis	2023	1 Ton Cab Chassis
Police 5188 (Chief)	1FAHP2MK4FG130519	2015	Ford	Sedan Police Interceptor	99,000	$3,400	Full-size Sedan-ERV	2023	Full-size Sedan-ERV
Parks 5196	1FTRF3B67FEB71834	2015	Ford	F-350	32,581	$21,300	1 Ton Pickup Reg 4x4	2024	1 Ton Pickup Reg 4x4
Parks		2013	Ford	F-350 Chassis Gas	38,000		1 Ton Cab Chassis	2024	1 Ton Cab Chassis
Parks		2015	Ford	F-350 Chassis Gas	35,000		1 Ton Cab Chassis	2024	1 Ton Cab Chassis
Police 5186 (V603)	1FAHP2MKXJG129772	2018	Ford	Sedan Police Interceptor	95,000	$8,000	Full-size Sedan-ERV	2024	Full-size Sedan-ERV
Street 5193	1FDRF3H65FED69704	2015	Ford	F-350 Chassis Gas	48,353	$21,400	1 Ton Cab Chassis	2024	1 Ton Cab Chassis
Street 5195	1FDRF3H69FED18772	2015	Ford	F-350 Chassis Gas	45,500	$21,500	1 Ton Cab Chassis	2024	1 Ton Cab Chassis
Street 5189	1FDRF3H62HED59988	2017	Ford	F-350 Chassis Gas	19,425	$40,100	1 Ton Cab Chassis	2023	1 Ton Cab Chassis
Street 5192	1FDRF3H66GEC74358	2016	Ford	F-350 Chassis Gas	38,907	$29,300	1 Ton Cab Chassis	2025	1 Ton Cab Chassis
Other 5220	2GCVKNEC7K1183498	2019	Chevrolet	Silverado 1500 LD	19,500	$25,400	1/2 Ton Pickup Quad 4x4	2026	1/2 Ton Pickup Quad 4x4
Police 7825	2C3CDXKTXKH682356	2019	Dodge	Charger	61,000	$14,150	Full-size Sedan-ERV	2026	Full-size Sedan-ERV
Police 7826	2C3CDXKT1KH682357	2019	Dodge	Charger	71,000	$14,100	Full-size Sedan-ERV	2026	Full-size Sedan-ERV
Street 5187	1FTRF3B64JEC11781	2018	Ford	F-350	16,689	$42,000	1 Ton Pickup Reg 4x4	2026	1 Ton Pickup Reg 4x4
Street 5219	1FDRF3H63KEE58391	2019	Ford	F-350 Chassis Gas	30,211	$45,000	1 Ton Cab Chassis	2026	1 Ton Cab Chassis
Police	2C3CDXKG4MH640531	2021	Dodge	Charger	6,000	$35,000	Full-size Sedan-ERV	2027	Full-size Sedan-ERV
Police	2C3CDXKG6MH640532	2021	Dodge	Charger	6,000	$35,000	Full-size Sedan-ERV	2027	Full-size Sedan-ERV
Street 7445	1FDRF3H61LED39935	2020	Ford	F-350 Chassis Gas	14,553	$45,000	1 Ton Cab Chassis	2027	1 Ton Cab Chassis

enterprise
FLEET MANAGEMENT

City of Parkville, MO
Pricing Summary

Lease Cost Year 1	$150,658
Maint Cost Year 1	$9,841
Total Year 1 Cost	$160,500
Total Annual One Time Aftermarket Cost	$0

Equity Lease Pricing Summary

Vehicle Type	Year	Make	Model	Trim Level	One Time AME $	Year 1 Qty	Term	Annual Mileage	Monthly Cost (Lease Rate)*	Full Maintenance**	GeoTab	Annual Cost Including Maintenance	Lease Cost Year 1	Maint Cost Year 1	Cost of Aftermarket (capped)	One time Aftermarket Cost (By Quantity)
Full Size Sedan-ERV	2023	Dodge	Charger Police	LDEE48-Police All-Wheel Drive	$ 10,000	3	60	16,400	$ 972.07	$ 100.00	$ 60.45	$ 13,590	$ 34,995	$ 3,600	$ 10,000	$ -
Mid Size SUV 4x4	2022	Ford	Police Interceptor Utility	K8A-Base All-Wheel Drive	$ 10,000	2	60	8,900	$ -	$ 100.00	$ 40.30	$ 1,684	$ -	$ 2,400	$ 10,000	$ -
Compact Pickup Quad 4x4	2022	Ford	Ranger	R4F-XL 4x4 SuperCrew 5' box 126.8" WB	$ -	1	24	3,600	$ 790.18	$ 29.31	$ 20.15	$ 10,076	$ 9,482	$ 352	$ -	$ -
1/2 Ton Pickup Ext 4x4	2022	Ford	F-150 Super Cab	X1E-XL 4x4 SuperCab 6.5' box 145" WB	$ -	1	24	4,800	$ 707.46	$ 29.79	$ 20.15	$ 9,089	$ 8,489	$ 358	$ -	$ -
1/2 Ton Pickup Quad 4x4	2022	Ford	F-150 Crew Cab	W1E-XL 4x4 SuperCrew Cab 5.5' box 145" WB	$ -	3	24	5,100	$ 899.82	$ 31.95	$ 60.45	$ 11,907	$ 32,394	$ 1,150	$ -	$ -
3/4 Ton Pickup Reg 4x4	2022	Ford	F-250 Regular Cab	F2B-XL 4x4 SD Regular Cab 8' box 142" WB SRW	$ 10,000	1	24	6,200	$ 804.70	$ 33.53	$ 20.15	$ 10,301	$ 9,656	$ 402	$ 2,000	$ -
1 Ton Pickup Reg 4x4	2022	Ford	F-350 Regular Cab	F3B-XL 4x4 SD Regular Cab 8' box 142" WB SRW	$ 10,000	1	36	3,800	$ 833.17	$ 25.94	$ 20.15	$ 10,551	$ 9,998	$ 311	$ 2,000	$ -
1 Ton Cab Chassis	2022	Ford	F-350 Chassis Regular Cab	F3E-XL 4x4 SD Regular Cab 145" WB SRW	$ 20,000	3	60	5,200	$ 1,267.90	$ 35.23	$ 60.45	$ 16,363	$ 45,644	$ 1,268	$ 20,000	$ -

*Lease rates are based upon factory order pricing and miles per year
**Maintenance includes one set of brakes and no tires
Pricing does not include any applicable taxes
Pricing does not include expected return on equity at end of lease

CITY OF PARKVILLE
Policy Report

Date: February 7, 2023

Prepared By:
Jon Jordan, Police Captain

Reviewed By:
Kevin Chrisman, Police Chief

ISSUE:
Approve the purchase and installation of an outdoor warning siren from Blue Valley Public Safety for the Thousand Oaks subdivision in western Parkville (Police)

BACKGROUND:
The City is responsible for providing outdoor warning sirens within the City limits of Parkville. The City owned sirens work in conjunction with surrounding sirens to alert citizens. Including the siren recently installed in Creekside the City currently maintains five (5) active outdoor warning sirens.

A few years ago, the City was advised by Captain Avery, the Emergency Manager for Platte County, Missouri that as the western portion of the City limits of Parkville developed (mainly Thousand Oaks and Creekside) the City was responsible for providing outdoor warning sirens for the area. The aforementioned areas have continued to develop and the need for outdoor warning sirens is needed. Captain Jordan met with a representative of Blue Valley Public Safety about possible siren locations and coverage areas. Two locations were selected, (1) on the western side of Interstate 435 near the Creekside development (2) in the southern part of Thousand Oaks. Captain Jordan discussed the locations with Captain Avery and he agreed the two locations would meet the current and future coverage needs for outdoor warning sirens. Captain Jordan meet with the two primary developers of both areas about the need for the sirens and the locations selected. Both developers said they would assist in any way they could with the sirens. The location for the Thousand Oaks siren was in an area that was undeveloped but planned to be platted in the very near future. The developer advised at that time he would grant any easements necessary for this siren, so this location was postponed until the development begins. As that plat is developed in Thousand Oaks, the needed services would be installed and the siren installed. The location on the west side of Interstate 435 was already developed and a new siren was installed on property that is on the City's right-of-way. That siren location provides outdoor warning siren converge to the Creekside development on both sides of the interstate and was the first siren installed.

The phase where the Thousand Oaks siren should be installed is ready to be developed. According Blue Valley Public Safety (the MARC approved sole source vendor for outdoor warning sirens) it takes at least eight (8) weeks to get the equipment in, once ordered.

The City budgeted $26,000 in Public Works Capital Improvement Project funds for an outdoor warning siren in 2023 which is $2,722.00 less than the cost of the siren. The 2023 MARC bid price for the siren was not available at the time Public Works completed the 2023 CIP budget.

It is unknown at this time the exact cost, if any, to connect the new siren to electricity. This proposal is to get the new siren ordered before construction is completed so the siren can be installed once the street is completed, later this year. Of note, Blue Valley Public Safety stated the siren could be stored at their facility until the area is ready for it to be installed. Captain Jordan has coordinated this project with Public Works, Community Development and the City Administrator, the project has been a total team effort to bring it to this point.

BUDGET IMPACT:
Public Works budgeted $26,000 for this outdoor warning siren in the 2023 CIP budget. The cost and installation of the outdoor warning siren is $28,722.00, not including power. If the cost to install the required power to the outdoor warning siren is covered by the developer, there will be no additional cost. In addition, there is capacity within the CIP budget to fund the overage amount.

ALTERNATIVES:

1. Approve the item.
2. Do not approve the item.
3. Postpone the item.

STAFF RECOMMENDATION:
Staff recommends the Finance Committee recommend to the Board of Aldermen the purchase and installation of one outdoor warning siren to be installed in the new developed area inside of Parkville in the Thousand Oaks residential area for the total cost of $28,722.00 from Blue Valley Public Safety with the cost to power the siren to be determined later.

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 the purchase and installation of an outdoor warning siren from Blue Valley Public Safety for the Thousand Oaks subdivision in western Parkville in the amount of $28,722.00.

ATTACHMENTS:
1. Quote
2. Technical Specifications
3. Information
4. Thousand Oaks Coverage Map

2645 Federal Signal Drive
University Park, Illinois 60484-0975
800.548.7229
www.fedsig.com

FEDERAL SIGNAL
Safety and Security Systems

Advancing security and well being.

Contact Name: Capt. Jon Jordan
Customer: City of Parkville
Address: 8880 Clark Avenue
City: Parkville
State: MO
Zip 64152
Phone: 816-741-4454
Cell: *
Fax: *
Email: jjordan@parkvillemo.gov
Notes: Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

Quotation No.: ANS 124231444
Please reference quote no. on your order
Date Quoted: 1/24/23

Item No.	Qty.	Model/Part No.	Description	Unit Price	Total
Electro-Mechanical Siren Equipment					
1	1	2001-130	ELECTRO-MECHANICAL ROTATING SIREN, 130 DB(C) 800HZ	$ 8,926.00	$ 8,926.00
2	1	DCFCTBDH	DIGITAL CONTROLLER, HIGH BAND	$ 8,094.00	$ 8,094.00
3	1	2001TRBP	TRANSFORMER RECTIFIER PLUS	$ 2,684.00	$ 2,684.00
4	1	AMB-P	ANTENNA MOUNTING BRACKET, POLE	$ 136.00	$ 136.00
				Total Equipment	**$ 19,840.00**
Shipping					
5	1	ES-FREIGHT - MARC	Shipping Fees (Included)		$ -
Services					
6	1	TK-I-2001ADC-Z2	2001 AC-DC Std Install, 4 Std Batteries, Site Optimization, 50' Class 2 Wood Pole, Zone 1	$ 7,760.00	$ 7,760.00
7	1	TK-S-CPSYSOP-CU	System Optimization of 1 Activation-Control Pt, CUSTOM	$ 720.00	$ 720.00
8	1	OMNI-4	ANTENNA, 152-156MHZ VHF	$ 402.00	$ 402.00
				Total Services	**$ 8,882.00**
				Total of Project	**$ 28,722.00**
Options					
9	1	BV-TRAFFIC	Traffic Control, if required	$ 750.00	$ 750.00
10	1	BV-Permit	Cost associated with electrical inspections / permits, if required; Any actual electrical	$ 1,250.00	$ 1,250.00
11	1	TK-IO-CUSREMOV	Removal Services, Custom	$ 990.00	$ 990.00

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

Site Restoration is not included in this quote unless specifically called out above. As the site has typically not been determined at the time of quoting we cannot forcast what landscaping, seeding or backfilling will be required to restore a site. It is recomended to keep sites within 15' of a paved surface so as to avoid damage to landscaping at the time of installation and for future service.
Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a $385.00 per hour fee, plus equipment.
Power Clause: Bringing power to the siren equipment is the responsibility of the purchaser. Trenching is additional.
Traffic Control Clause: Traffic control, if required, will be an additional $250.00 per site.
Permit Clause: Any special permits, licenses or fees will be additional.
FCC Licensing Clause: The buyer is responsible for maintaining any FCC licensing requirements associated with the use of this equipment.
Classified Location Clause: No equipment or services are designed or installed to meet the requirements of a classified location installation unless noted.
Sales Tax: Sales Tax will be additional unless an Exemption Certificate is provided.

Proposed By: Dee A. Wieduwilt
Company: Blue Valley Public Safety Inc.
Address: P.O. Box 363 - 509 James Rollo Dr.
City,State, Zip: Grain Valley, MO 64029
Country: USA
Work Phone 1-800-288-5120
Fax: 816-847-7513

Delivery: 12-16 weeks
Freight Terms: FOB University Park
Terms:
Equipment, Net 30 Days upon receipt
Services, Net 30 Days as completed, billed monthly. Net 30 will not be held for installations.

FEDERAL SIGNAL
Safety and Security Systems
Advancing security and well being.

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University Park, Illinois 60484-0975
800.548.7229
www.fedsig.com

Approved By: Brian Cates

Brian Cates

Title: General Manager — Signature

Contact Name: Capt. Jon Jordan
Customer: City of Parkville
Address: 8880 Clark Avenue
City: Parkville
State: MO
Zip 64152
Phone: 816-741-4454
Cell: *
Fax: *
Email: jjordan@parkvillemo.gov
Notes: Delivery schedule cannot be established until radio information is supplied, if applicable.

Quotation No.: FWS 124231444
Please reference quote no. on your order
Date Quoted: 1/24/23

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

Signature:

Title:

*** Purchase Order MUST be made out to: ***
Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484
Purchase Order MUST be e-mailed, mailed or faxed to:
Blue Valley Public Safety, Inc., PO Box 363, Grain Valley, MO 64029 Fax: 816-847-7513
dee@bvpsonline.com

FEDERAL SIGNAL
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University Park, Illinois 60484-0975
800.548.7229
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Quotation No.: FWS 124231444

SALES AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

2645 Federal Signal Drive
University Park, Illinois 60484-0975
800.548.7229
www.fedsig.com

(12) **Assignment and Delegation.** Buyer shall not assign any right or interest in this Agreement, nor delegate the performance of any obligation, without FSC's prior written consent. Any attempted assignment or delegation shall be void and ineffective for all purposes unless made in conformity with this paragraph.

(13) **Severability.** If any term, clause or provision contained in this Agreement is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

(14) **Installation.** Installation shall be by Buyer unless otherwise specifically agreed to in writing by FSC.

(15) **Governing Law and Limitations.** This Agreement shall be governed by the laws of the State of Illinois. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state or federal courts in Cook or DuPage County, Illinois. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in this Agreement, the definition contained in said Uniform Commercial Code is to control. Any action for breach of this Agreement or any covenant or warranty contained herein must be commenced within one year after the cause of action has accrued.

(16) **Receiving Product and Staging Location.** Buyer is responsible to receive, store and protect all products intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation contractors to work from and to store equipment overnight.

(17) **Installation Methods & Materials.** Installation is based on methods and specifications designed and intended by FSC to meet or exceed all national, state & local safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.

(18) **Radio Frequency Interference.** FSC is not responsible for RF transmission and reception affected by system interference beyond its control.

(19) **Installation Site Approval.** Buyer must provide signed documentation to FSC, such as the "WARNING SITE SURVEY FORM" or a document with the equivalent information, that FSC is authorized to commence installation at the site designated by Buyer before FSC will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by FSC for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.

(20) **AC Power Hookup.** Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet, unless these services are quoted by FSC. All indoor installations assume AC power is available within 10 feet of the installation location.

(21) **Permits & Easements.** FSC will obtain and pay for electrical and right-of-way work permits as necessary for installations. Buyer is responsible for obtaining and payment of all other required easements, permits, or other fees required for installation, unless specifically quoted.

(22) **Soil Conditions Clause.** In the event of poor site conditions including, but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet specifications, FSC will direct installation contractors to attempt pole installation for a maximum of 2 hours. Buyer approval will be sought when pole installation exceeds 2 hours and abandoned if FSC cannot obtain approval in a timely manner.

(23) **Contaminated Sites.** FSC is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. FSC will not knowingly approve installation at any site containing contaminates. Buyer must inform FSC when known or suspected soil contaminates exist at any intended installation site.

(24) **Site Cleanup.** Basic installation site cleanup includes installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional Site Restoration quotes are available.

(25) **Waste Disposal.** Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.

(26) **Work Hours.** All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.

(27) **Project Reporting.** Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless pre-arranged otherwise by mutual agreement.

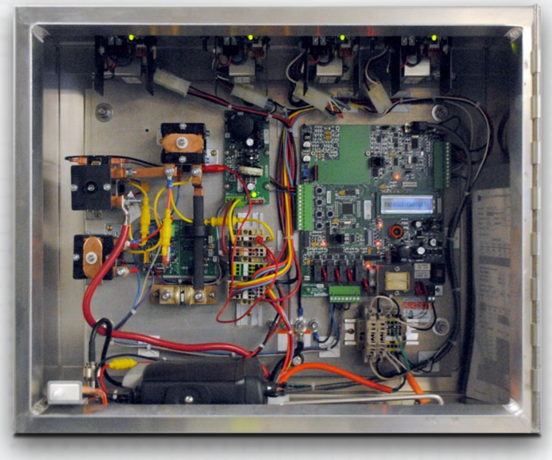
(28**) Safety Requirements & Compliance.** FSC requires that all subcontractors and their employees follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of FSC equipment. Additional safety compliance requirements by Buyer may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.

(29**) Project Delays.** FSC shall not be liable in any regard for delivery or installation delays or any failure to perform its obligations under this Agreement resulting directly or indirectly from change order processing, acts or failure to act by Buyer, unresponsive inspectors, utility companies and any other causes beyond the direct control of FSC, including acts of God, weather, local disasters of any type, civil or military authority, fires, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond FSC's reasonable control, whether similar or dissimilar to the foregoing.

DCFCTBD DC Two-Way Digital Controller

Features

- **Two-way siren controller for 48VDC sirens**
- **Two-way radio control and status monitoring**
- **AFSK two-way signaling format**
- **Simultaneous single-tone, two-tone sequential, and DTMF, EAS, and POCSAG decoding.**
- **Push buttons for local activation**
- **UL Listed for general signaling**



The Federal Signal DCFCTBD is a two-way digital, battery-operated status monitoring siren controller for use with the Federal Signal 2001-130 siren, 508-128, Equinox and Eclipse8 siren series. The controller interfaces with an off-the-shelf two-way radio transceiver and communicates to the base control via AFSK signaling. In addition to AFSK, the controllers will simultaneously decode any combination of single-tone, two-tone sequential, DTMF, POCSAG and EAS formats for activation. This makes the two-way controller compatible with virtually any existing siren control system.

All DCFCTBD models come equipped with four independent relay outputs that can be programmed to activate with various codes. There are four landline inputs and four local push buttons for activation, plus reset. Activation codes, relay timing, and optional warning sounds are programmed into the unit through a standard RS232 serial port or over-the-air from the central control point.

The DCFCTBD offers six user programmable functions in addition to the five pre-set functions: arm, disarm, report, growl test and master reset. The controller includes the necessary sensors and wiring to supply information on the following areas of operation: AC power status, communications status, low battery status, intrusion, siren activation, current intrusion, siren rotation and local activation.

DATA SHEET

FEDERAL SIGNAL
Safety and Security Systems
Protecting people and our planet

2645 Federal Signal Drive, University Park, IL 60484 708.534.4756 Fax: 708.534.4874 www.alertnotification.net

DCFCTBD DC Two-Way Digital Controller

Specifications

Electrical	
AC supply voltage	120 VAC @ 4.0 Amps 240VAC @ 2.0 Amps
Current Draw	+/- 10%, 50/60 Hz, maximum standby current
Power Supply	6A @ 13.3VDC
Battery Backup	48VDC
Current Draw	< .2 Amps in standby

Serial Ports	
Serial Port Protocol	RS232C 1200, N, 8, 1

Transceiver	
Programmable Frequency	Power Out and Private Line options. For further details, consult the Vertex® product manual.

Signaling Format	
AFSK	1200 baud, MSK (Minimum Shift Key) modem type Usable decode sensitivity: 12dB SINAD (min.)
DTMF	3-12 standard DTMF characters
Two-Tone Sequential	
Frequency Range	282 Hz - 3000 Hz (non-CTCSS) 400 Hz - 3000 Hz (CTCSS)
Tone Timing	.5 sec - .25 sec min., 8 sec max
Intertone Gap	400ms (maximum)
Tone Accuracy	+/- 1.5%
Tone Spacing	5.0% preferred, 3% min.
Single Tone	
Frequency Range	282 Hz - 3000 Hz
Tone Timing	0.5 sec. - 8 sec maximum
Tone Accuracy	+/- 1.5%
Tone Spacing	5.0% preferred, 3% min.
EAS	Supports standard EAS codes and wildcards
POCSAG	Supports binary AFSK 512 Baud numeric messages.

Relay Outputs	
4 relay outputs	SPST
Contact Rating	(4 relays standard) 5A @ 28VDC – 5A @ 240VAC

Audio Output	
Output Voltage	>2V Peak to Peak
Maximum Load	8 Ohms
Total Harmonic Distortion	<10% @ 1kHz Sinewave

Environmental	
Operating Temperature	-30°C to 65°C

Controller Dimensions (with battery cabinet)	
HxWxD	62.5"x 23.5"x 16.94" (1588mm x 597mm x 430mm) NEMA 4X Rated

Battery Cabinet Dimensions	
HxWxD	18"x 28"x 15.19" (457mm x 711mm x 386mm) Vented NEMA 4X Rated

Shipping Weight	
Approx. Shipping Weight	300 lbs. (136.36 kg)
Actual Weight	234 lbs. (106.3 kg)

2001TR: AC Primary Operation	
Operating Voltage	208/220/240 VAC single phase
Current Requirements	30 Amps (approx.)
Dimensions	23"x11"x10" (584mm x 279mm x 254mm)
Product Weight	150 lbs. (68.2 kg)

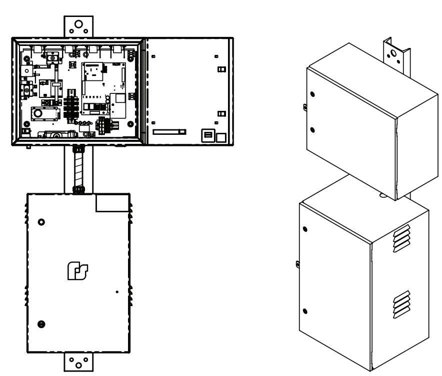
Order information	
DCFCTBD[1, 2]	Two-way Federal Controller
DCFCTBDH[1, 2]	Two-way Federal Controller, high band 136-174 MHz
DCFCTBDU[1, 2]	Two-way Federal Controller, UHF band 403-470 MHz
DCFCTBD-IP[1, 3]	IP-enabled two-way electro-mechanical controller

Options	
FSPWARE	Federal Programming Software (Non-Digital Applications)
SFCDWARE	Federal Commander Digital Software (See literature for details)
Q-DC-IP[1, 3]	Retrofit kit to upgrade existing controller to IP
ES-PROG-DTMF	Two-Way DTMF Programming

[1] For use with 2001-130 and Eclipse8 siren series.

[2] Antenna and cable are not included with radio activation control and must be ordered separately.

[3] Broadband radio and SmartMsg software sold separately.



FEDERAL SIGNAL
Safety and Security Systems
Protecting people and our planet

QUALITY SYSTEM CERTIFICATION ISO 9001:2008 DNV

2645 Federal Signal Drive, University Park, IL 60484 708.534.4756 Fax: 708.534.4874 www.alertnotification.net

FEDERAL SIGNAL

▶ Model 2001-130 and Equinox

High Power, Directional Rotating Siren

The Federal Signal 2001-130 and Equinox sirens is a high power, rotating, unidirectional outdoor warning siren. The high-decibel output provides maximum coverage with minimum installation cost. Radio/cellular/satellite or wireless IP activation can further minimize installation costs by eliminating the need for leased dedicated control lines.

The siren's projector produces a 60-degree projection of sound which rotates at 3 RPM and can produce three distinct warning signals: steady, wail and fast wail. The siren will supply a minimum of 15 minutes of full power output from its batteries after AC power loss. The siren controls are available with battery operation, solar, AC operation, and AC operation with battery back-up, one-way and two-way radio control, wired or wireless Ethernet, satellite/cellular or landline. The 2001 Series is offered in low frequency (500 Hz) or mid-range frequency (790 Hz).

Ideal applications for this warning siren include hazardous weather conditions, fires, floods, chemical spills and other types of community or facility emergencies.

FEATURES

- High-powered rotating siren for maximum coverage
- Available in low and mid-range frequency
- Three distinct warning signals
- AC or Solar powered with battery operation or back-up
- Weather-resistant coating

High Power, Directional Rotating Siren (2001-130/Equinox)

SPECIFICATIONS

Power:[1]
Sirens can be powered from 120VAC, 240VAC, with battery back-up or battery operation. Solar powering can also be provided

Signal Information:	**2001-130**	**Equinox**
Signal /Sweep Rate	Frequency Range	500 Hz
Steady /Continuous	790 Hz	
Wail /10 sec.	470-790 Hz	180-500 Hz
Fast Wail /3.5 sec.	600-790 Hz	300-500 Hz
Coverage:[2]	**2001-130**	**Equinox**
70dB	Up to 6,500'	Up to 6,100'
60dB	Up to 13,200'	Up to 12,200'

Pole Mounts:
Wood, steel, composite or concrete poles can be provided. Contact Federal Signal for details

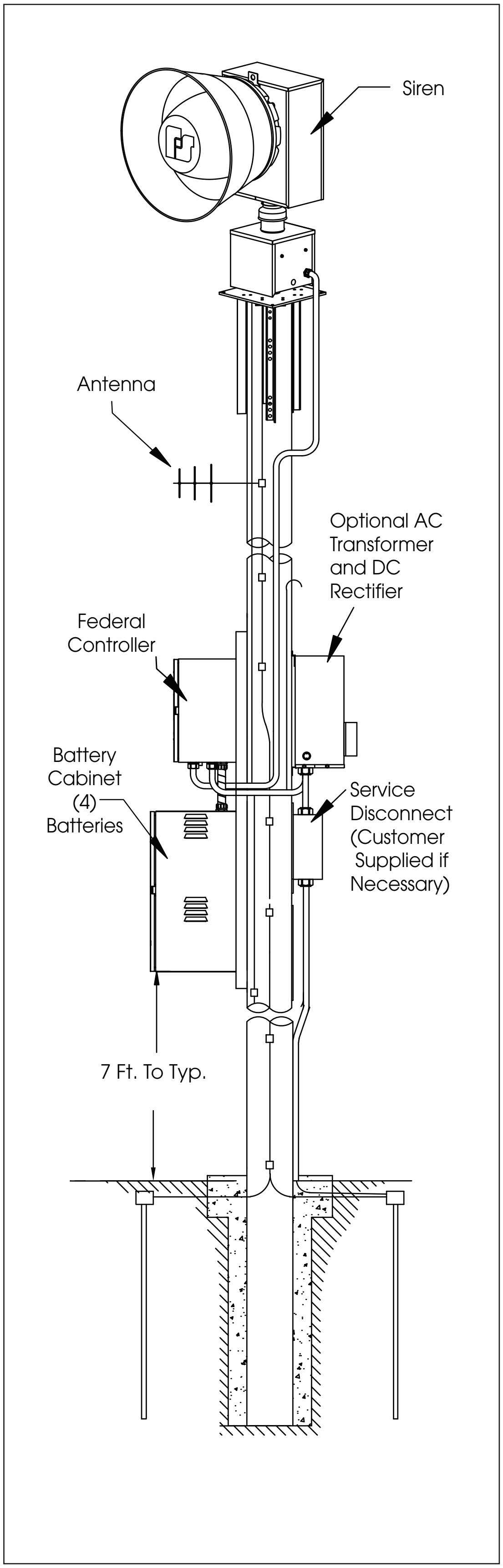
Communications:
Federal Signal can supply one-way and two-way communications. Radio, IP, Landline, Satellite and Cellular can be combined to provide a robust alerting solution

Operating Temperature:[3]	-22°F to 140°F	-30°C to 60°C
Dimensions H x W x D:		62” x 37” x 41” (157 cm x 94 cm x 104 cm)
Net Weight:	420 lbs	190 kg
Shipping Weight:	460 lbs	205 kg
Equinox Net Weight	390 pounds	159 kg
Equinox Shipping Weight	460 pounds	205 kg

HOW TO ORDER

Contact our Federal Signal Sales Engineers to design a system that meets your specific requirements.

Description	**Part Number**
Siren Ordering Information:	
Rotating electro-mechanical siren 130 dBc +/- 1dBc @ 100’ (30.5m) 48VDC, pole mount included	**2001-130**
Rotating electro-mechanical siren, low frequency, 125 dBc +/- 1dBc @ 100’ (30.5m) 48VDC, pole mount included	**Equinox**
Siren Control Ordering Information:	
One-way FC Controller, 120VAC operation	**FC/H/U**
Two-way FC Controller, 120VAC operation	**FCTBD/H/U**
One-way FC Controller, 120VAC to battery operation	**DCFCB/H/U**[4]
Two-way FC Controller, 120VAC to battery operation	**DCFCTBD/H/U**[4]
Command and Control for Multiple Siren Installation:	
Console for siren activation (R for rack mount)	**SS2000+/R**
Commander software for PC based siren activation, monitoring and control	**SFCD**[5]



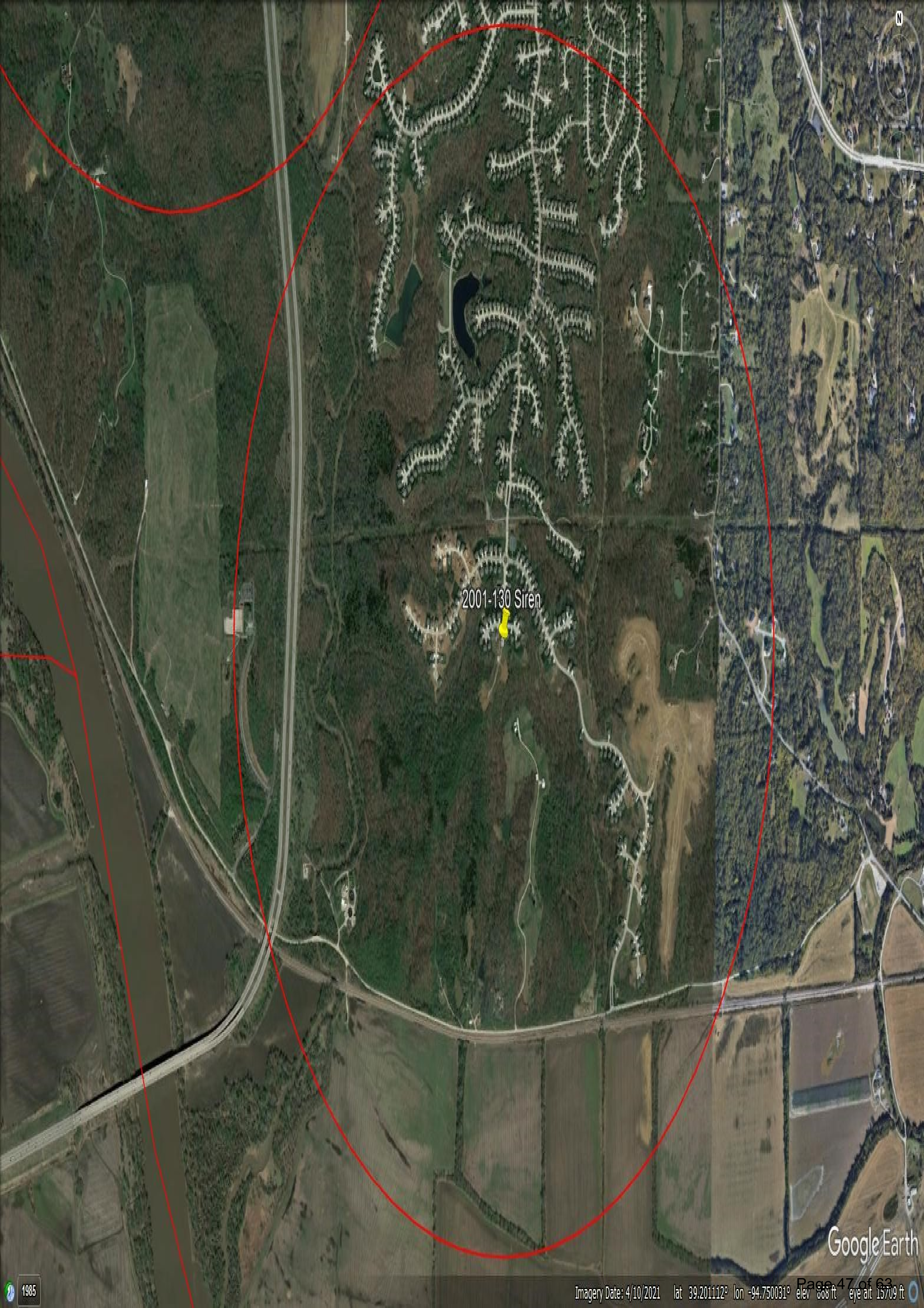
1 Contact Federal Signal for powering options

2 Actual coverage is dependent on many factors, contact Federal Signal for sound analysis of your specific location

3 The siren can operate throughout this temperature range provided that battery temperature is maintained at 18°C or higher

4 Batteries not included

5 See product page for additional information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2001-130 Siren
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CITY OF PARKVILLE
Policy Report

Date: February 8, 2023

Prepared By:
Alysen Abel, Public Works Director

Reviewed By:
Alexa Barton, City Administrator

ISSUE:
Approve a land use agreement with Rockridge Quarry for the 2023 City Cleanup Events (Public Works)

BACKGROUND:
In the past, the City has contracted with Rockridge Quarry (formerly known as Damon Pursell Construction) for the use of its property at 6105 NW River Park Drive for the City's annual clean-up and yard waste collection events.

The City offers two clean-up events, one in the spring and one in the fall. The Spring Clean-up event will be held on Saturday, April 15, 2023, and the Fall Clean-up event will be held on Saturday, October 21, 2023. Both events will include yard waste collection. The Curbside Pick-up event will be held on Monday, October 23, 2022. The City will pay a lump sum amount for each of the clean-up events at a cost of $1,900 per event. The rate increased from $1,300 in 2022 to $1,900 in 2023.

Additionally, the City offers two collection periods for residents to drop off yard waste. The Spring Drop-off will be held from Monday, April 17, 2023, to Friday, May 26, 2023, and the Fall Drop-off will be held from Monday, October 23, 2023, to Friday, December 1, 2023.

The collection fee structure for the yard waste is based on the volume. The fee schedule, included in the agreement, ranges from $3.00 per bag to $36 for a dual-axle trailer. The prices in 2022 were $2.00 and $30 respectively. Prior to this agreement, the fee schedule has been the same since 2018. The proposed increases are based on increased staffing, maintenance and operation prices.

The cleanup and yard waste drop off events are only offered to residents of Parkville. Proof of residency is required.

BUDGET IMPACT:
The 2023 Streets Budget includes $20,000 for non-personnel expenses associated with the semi-annual cleanup events.

ALTERNATIVES:
1. Approve the land use and waste disposal agreement with Rockridge Quarry.
2. Approve the agreement subject to proposed changes.
3. Do not approve the agreement and provide further direction to staff.
4. Postpone this item

STAFF RECOMMENDATION:

Staff recommends approval of the land use and waste disposal agreement with Rockridge Quarry with the pricing structure as outlined in the agreement.

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 the land use and waste disposal agreement with Rockridge Quarry for the 2023 City cleanup events.

ATTACHMENTS:
1. Draft Agreement

LAND USE AND WASTE DISPOSAL AGREEMENT

This Agreement is made on this **21st day of February 2023**, by and between the CITY OF PARKVILLE, MISSOURI, hereinafter referred to as "CITY'', and **ROCKRIDGE QUARRY**, hereinafter referred to as "OWNER ".

WHEREAS, CITY requires space to operate clean-up and debris removal operations during the year; and

WHEREAS, OWNER agrees to allow the CITY to use land at 6105 NW River Park Drive, Riverside, Missouri (the "Site") as a collection site for citywide clean-up efforts.

NOW, THEREFORE, the CITY and the OWNER agree as follows:

1. **Term.** The term of this Agreement shall be for a period beginning upon execution of this Agreement and running until December 31, 2023.

2. **Grant of Use.** OWNER agrees to allow the CITY to use the Site for the Spring Clean-Up Event on April 15, 2023, and for the Fall Clean-Up Event on October 21, 2023 and for the City of Parkville Curbside Pickup on October 23, 2023. The CITY will have access to the property beginning at 8:00 AM until 5:00 PM on April 15, 2023 and October 21, 2023, for the designated events. The OWNER grants the CITY all rights of access, ingress and egress necessary to dispose of material. In addition, the OWNER agrees to allow the CITY to use the Site for Parkville residents to dump yard waste debris for two collection periods from April 17, 2023 to May 26, 2023, and from October 23, 2023 to December 1, 2023, except weekends and observed holidays.

3. **Fee.** The CITY shall pay to the OWNER a lump sum amount of one thousand nine hundred dollars ($1,900.00) for the Spring Clean-Up Event on April 15, 2023, and one thousand nine hundred dollars ($1,900.00) for the Fall Clean-Up Event on October 21, 2023. Both events will include yard waste collection.

   The CITY shall pay to the OWNER the following fees for residential types of yard waste collection dropped off during the two collection periods from Monday, April 17, 2023 to Friday, May 26, 2023, and from Monday, October 23, 2023 to Friday, December 1, 2023.

Per Bag	Two Dollars ($3.00)
Per Pickup	Fourteen Dollars ($14.00)
Per Pickup – Cab Level	Eighteen Dollars ($18.00)
Per Trailer – Single Axle	Twenty-Four Dollars ($24.00)
Per Trailer – Two Axle	Thirty-Six Dollars ($36.00)

   Commercial loads will not be accepted. The fees for yard waste shall only be applicable during the designated times for yard waste collection identified in Section 2.

4. **Insurance.** The CITY agrees to accept all liability for its use of the Site as defined herein, and all persons, and property owned by persons allowed on the Site by the CITY. CITY will provide OWNER with a certificate of insurance for liability with a general aggregate of not less than $2,000,000.00. OWNER will be named as an additional insured on the policy with respects to the Site.

5. **Residency Verification.** The OWNER agrees to verify City of Parkville residency for all yard waste collections. Residency may be verified by either a Platte County paid property tax receipt that demonstrates a tax liability to the City of Parkville or a City of Parkville sanitary sewer utility bill or receipt. Other forms of identification, such as driver's licenses, that state a Parkville address by do not confirm residency within the city limits are not acceptable.

6. **Billing.** OWNER shall submit an itemized invoice to the CITY on the first day of each month following an event or collection period stated in Section 2. The invoice shall detail the Services that were provided in the month immediately prior, and shall include a list of verified addresses associated with yard waste collection and billing. 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 OWNER of the nature of the dispute regarding the balance.

7. **Restrictions.** The CITY will not allow disposal of any hazardous materials or substances and claim full responsibility for any hazardous material disposed of on the property.

8. **Waste Removal.** The CITY will provide appropriate containers for all non-yard waste collected and will remove all items collected, other than yard waste, within one week of the Spring Clean-Up Event on April 15, 2023 and the Fall Clean-Up Event on October 21, 2023.

9. **Supervision.** The CITY will provide supervision on the property for the collection events on April 15, 2023, October 15, 2023 and October 21, 2023.

10. **Modification.** This document constitutes the entire agreement between the OWNER and the CITY. The terms, covenants and conditions of this Agreement may not be changed orally, but only by an instrument in writing executed by both parties.

11. **Termination.** The CITY may at any time and for any reason terminate the Agreement upon ten (10) days written notice to the OWNER.

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

13. **Successors and Assigns.** This Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

14. **Notice.** Written notice regarding this Agreement shall be effective upon receipt via hand-delivery; three working days after deposit in the U.S. Mail, or by confirmed delivery by certified delivery services to the following address:

To CITY:	City of Parkville Attn: City Administrator 8880 Clark Ave. Parkville, MO 64152
To OWNER:	Rockridge Quarry Attn: Dennis Obrien 9001 Hickman Mills Road Kansas City, MO 64132

dobrien@rockridgequarry.com

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on this 21st day of February, 2023.

CITY OF PARKVILLE, MISSOURI

____

Alexa Barton
City Administrator

ATTEST:

____

City Clerk Melissa McChesney

____

Dennis Obrien
Rockridge Quarry

ITEM 3.E.

For 2/13/2023

Board of Aldermen - Finance Committee Meeting

CITY OF PARKVILLE
Policy Report

Date: February 8, 2023

Prepared By:
Alysen Abel, Public Works Director

Reviewed By:
Alexa Barton, City Administrator

ISSUE:
Approve an agreement with CK Power for on-call generator maintenance (Public Works)

BACKGROUND:
There are numerous services that Public Works staff needs on a routine and emergency basis throughout the year. For these services, it is more efficient for staff that the City to enter into long-term contracts.

The City owns several generators in several locations to serve as back-up, including City Hall and the six sewer pump stations. The generators require main periodic inspection and repair to insure that they are in working order when they are needed. Absolute Comfort previously provided this service to the City for several years, but their on-call contract expires in April.

The City released bid documents to capture maintenance pricing for the City's generators. The bid documents were released on the City's website, as well as through the Drexel Plan Room for wider distribution. On February 7, 2023, the City received bids from two contractors to provide on-call generator services. CK Power provided the lowest rates for the maintenance of the various generators.

BUDGET IMPACT:
There is funding in the 2023 budget to cover maintenance expenses related to generators. For the City Hall generator, expenses will come from the building maintenance line item in the Administration fund. For the pump station generators, expenses will come from the pump station maintenance line in the Sewer fund.

ALTERNATIVES:
1. Approve an on-call generator maintenance agreement with CK Power.
2. Provide direction to staff related to the agreement.
3. Do not approve the agreement.
4. Postpone this item.

STAFF RECOMMENDATION:
Staff recommends approval of an on-call service agreement with CK Power for a two-year term for generator maintenance.

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.

<u>SUGGESTED MOTION</u>:
I move to recommend that the Board of Aldermen approve an agreement with CK Power for on-call generator maintenance services for a two-year term.

<u>ATTACHMENTS</u>:
1. Bid Tabulation
2. Draft Agreement

DETAILED BID TABULATION

On-Call Generator Maintenance and Repair
Tuesday, February 7, 2023
10:00 a.m., Public Works Conference Room

Bidder No. 1 – CK Power, Lenexa, KS

______Annual Service 1 year (1 Visit, 1 Major)........................**$4,371.00 per year**

City Hall	**$1,432.00**
Main Lift Station	**$699.00**
Main Water Plant	**$896.00**
River Hills Lift Station	**$657.00**
S. Nationals Lift Station	**$687.00**

______Semi-Annual Service 1 year (2 Visits, 1 Major and 1 Minor)…**$6,216.00**

City Hall	**$1,896.00**
Main Lift Station	**$1,043.00**
Main Water Plant	**$1,270.00**
River Hills Lift Station	**$971.00**
S. Nationals Lift Station	**$1,036.00**

______Annual 2-Hour Load Bank Testing Done During PMI
(recommended once every year) **…………………………………………….$**

City Hall	**400kw**	**$950.00**
Main Lift Station	**100kw**	**$540.00**
Main Water Plant	**175kw**	**$681.00**
River Hills Lift Station	**35kw**	**$475.00**
S. Nationals Lift Station	**100kw**	**$540.00**

______Annual 4-Hour Load Bank Testing Done During PMI
(recommended once every 3 **…………………………………………..….**

City Hall	**400kw**	**$1,170.00**
Main Lift Station	**100kw**	**$760.00**
Main Water Plant	**175kw**	**$901.00**
River Hills Lift Station	**35kw**	**$695.00**
S. Nationals Lift Station	**100kw**	**$760.00**

LABOR RATES

This program is designed to provide periodically scheduled planned maintenance, on the equipment listed in this proposal. There may be occasions when additional services are required. When additional maintenance is required, the following labor rates will apply.

Regular Time Hourly Rate**………………………………………………………..…..$175.00**

Over Time Hourly Rates**…………………………………………………………….$262.50**
Sunday and Holidays ……………..$350.00

Bidder No. 2 – Mark One, KCMO

X**___Annual Service 1 year (1 Visit, 1 Major)........................**$5,446.00 per year**

City Hall	**$1,610.00**
Main Lift Station	**$977.00**
Main Water Plant	**$1,093.00**
River Hills Lift Station	**$789.00**
S. Nationals Lift Station	**$977.00**

** Recommend semi-annual for the 400 KW genset

______Semi-Annual Service 1 year (2 Visits, 1 Major and 1 Minor)…**$7,625.00 per year**

City Hall	**$2,111.00**
Main Lift Station	**$1,397.00**
Main Water Plant	**$1,599.00**
River Hills Lift Station	**$1,121.00**
S. Nationals Lift Station	**$1,397.00**

X____Annual 2-Hour Load Bank Testing Done During PMI
(recommended once every year) ……………………………………………$

City Hall	**400kw**	**$1,127.**
Main Lift Station	**100kw**	**$783.00**
Main Water Plant	**175kw**	**$869.00**
River Hills Lift Station	**35kw**	**$707.00**
S. Nationals Lift Station	**100kw**	**$783.00**

______Annual 4-Hour Load Bank Testing Done During PMI
(recommended once every 3 …………………………………………..…..

City Hall	**400kw**	**$1,461.**
Main Lift Station	**100kw**	**$1,115.**
Main Water Plant	**175kw**	**$1,201.**
River Hills Lift Station	**35kw**	**$1,041.**
S. Nationals Lift Station	**100kw**	**$1,115.**

LABOR RATES

This program is designed to provide periodically scheduled planned maintenance, on the equipment listed in this proposal. There may be occasions when additional services are required. When additional maintenance is required, the following labor rates will apply.

Regular Time Hourly Rate……………………………………………………..…..**$167.00**

Over Time Hourly Rates……………………………………………………………**$241.00**

ON-CALL GENERATOR MAINTENANCE AND REPAIR SERVICES

THIS SERVICE AGREEMENT, entered into on this ___ day of ________, 2023 by and between the CITY OF PARKVILLE, MISSOURI ("City") and _______________________, ___________________________ ("Contractor").

WHEREAS, the City seeks to hire a Contractor to provide certain Maintenance and Repair services as described in Exhibit "A" to this Agreement and;

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

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

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

I. SCOPE OF SERVICES

A. The term "Maintenance and Repair" when used in this Agreement shall mean any and all labor, material, equipment, insurance, surety bonds or other thing of value that may be required by this Agreement including its exhibits.

B. The City agrees to retain Contractor and Contractor agrees to perform and complete the Preventative Maintenance and Repair Services described in the **Exhibit "A"** – Scope of Work, attached hereto and incorporated by reference.

C. Service Provider represents it has all necessary skills, personnel, financial capacity, licenses, permits, knowledge, and certifications required to perform the Services described herein.

II. COMPENSATION

A. As consideration for providing the Maintenance and Repair Services, the City shall pay Contractor as set forth in **Exhibit "A".**

B. Contractor shall submit its invoices to the City either at completion of the Project, or on such milestone or other interim terms as set forth on **Exhibit "A"**. Contractor's final invoice shall be accompanied by Waivers of Lien and Releases of Claim on the forms attached as **Exhibit "B-2"** to this Agreement, executed by Contractor, any all subcontractors with contract values of $5,000 or more, and notarized. If partial payments are authorized on **Exhibit "A",** then Contractor shall submit partial lien waivers on the form attached as **Exhibit "B-1."** The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Contractor of the nature of the dispute regarding the balance.

C. Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the

Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

III. SCHEDULE

A. Time is of the essence in performance of this Agreement.

B. Unless otherwise directed by the City, Contractor shall commence performance of the Maintenance and Repair Services upon execution of this Agreement.

C. Services shall be completed within the schedule set forth on **Exhibit "A"**.

D. Neither the City nor the Contractor shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.

E. If **Exhibit "A"** contains a provision for Liquidated Damages, it shall be because the parties have agreed that late completion of the Services by Contractor would cause irreparable harm to the City, which harm is difficult to quantify; and that the parties have agreed that the amount stated in Exhibit "A" for Liquidated Damages is a fair approximation of the daily costs that the City would incur for late Substantial Completion of the work.

IV. CHANGES

A. The City reserves the right to issue Changes, both additive and deductive, to the Scope of Work at the City's discretion. Contractor shall advise the City of additional costs and time delays, if any, resulting from such Changes, before Contractor performs the Changes. No adjustment to the Contract Time or Contract Price will be permitted unless Contractor has advised the City of the potential impact prior to commencing work on the Change, and the City either issues a Change Order which is agreed to by the parties, or the City directs the Contractor to proceed.

B. Contractor shall provide Maintenance and Repair Services under this Agreement only upon written request of the City and only to the extent defined and required by the City. Any additional services or materials provided by the Contractor without the City's prior written consent shall be at the Contractor's own risk, cost, and expense, and Contractor shall not make a claim for compensation from the City for such work.

V. INDEMNIFICATION

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

B. Contractor's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Contractor whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.

VI. INSURANCE

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

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

A. Contractor's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any and all employees of the Contractor.

B. Unless otherwise stated in **Exhibit "A"**, Contractor shall be represented by a Superintendent or Foreman authorized to give and receive all instruction and notices from and to the City at all times while performing Construction Services, and shall have on site a person who is fluent in all languages necessary to communicate instructions regarding the work and information regarding medical emergencies with Contractor's employees and subcontractors.

C. All of the Maintenance and Repair Services required hereunder will be performed by the Contractor or under Contractor's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

D. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement including, but not limited to, indemnification, insurance and warranties.

E. Contractor and all subcontractors with a contract value of $5,000 or more shall execute affidavits on the form attached as **Exhibit "D"**, attesting to their compliance with RSMo. § 285.530.5 concerning compliance with Missouri's Worker Eligibility requirements.

F. Contractor and all subcontractors must require all on-site employees to complete the ten-hour construction training program required under Section 292.675 RSMo. unless they have previously completed the program and have documentation of having done so. Contractor shall execute the affidavit attached as **Exhibit "E"**, attesting that it has provided OSHA safety training for its on-site employees. Contractor will forfeit a penalty to the City of $2,500 plus an additional $100 for each employee employed by Contractor or any subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. See Section 292.675 RSMo.

G. No illegal drug or alcohol usage will be tolerated at the Site. All persons admitted to work on the Site will dress appropriately and avoid foul language. Music shall not be played at volume levels that would be objectionable to third-parties. Any worker found by the City to be violating these conduct requirements will be removed immediately.

VIII. WARRANTY

A. The Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new unless the Scope of Work documents require or permit otherwise. The Contractor further warrants that the work will conform to the requirements of the Scope of Work documents and will be free from defects, except for those inherent in the quality of the Work the Scope of Work documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor or its subcontractors or suppliers, improper or insufficient maintenance or improper operation. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor's warranties required by the Agreement (express and implied) shall remain in full force and effect even if a material or equipment item is required by the Owner to be manufactured by a specific entity, and no other equivalent product manufactured by any other entity is acceptable.

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

IX. OWNERSHIP OF WORK PRODUCT

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

X. RELATIONSHIP OF THE PARTIES

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

XI. NOTICES

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

B. Notices sent by Contractor shall be sent to:

City of Parkville
Attn: Public Works Director
8880 Clark Ave.
Parkville, MO 64152

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

Contractor
Attn:
Street Address
City, State, Zip

XII. CORRECTION OF WORK

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

XIII. TERM AND TERMINATION

A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties. The contract period shall be **two (2) years** from the effective date of the Agreement.

B. Notwithstanding anything to the contrary in this Agreement or exhibit, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days' written notice to the Contractor. The City shall compensate Contractor for the Maintenance and Repair Services that have been completed to the City's satisfaction as of the date of termination. Contractor shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

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

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

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

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

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

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

MISCELLANEOUS PROVISIONS

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

D. Assignability. Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

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

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

G. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:

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

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

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

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

I. Interest of Contractor and Employees. Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

J. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Contractor, and attached hereto.

K. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.

J. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.

K. Third Parties. The Services to be performed by the Contractor are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

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

CITY OF PARKVILLE, MISSOURI

By: ____________________________
Dean Katerndahl, Mayor

ATTEST:

____
Melissa McChesney, City Clerk

CONTRACTOR

By: _____________________________

____
____