



FINANCE COMMITTEE

Monday, February 27, 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 February 13, 2023, regular meeting
 - B. Approve a franchise agreement with Google Fiber Missouri, LLC to install network facilities in public right-of-way (Public Works)
 - C. Approve a purchase order with Key Equipment & Supply Company for a sewer mini-camera (Public Works)
- 4. Non-Action Items**
- 5. Unfinished Business (postponed from prior meetings)**
- 6. Other Business**
- 7. Adjourn**



CITY ADMINISTRATOR
PURCHASING APPROVAL

Preparation date: 2/8/2023

City of Parkville

Department: Parkville Parks and Recreation

Low Bidder and
Contract Amount:

Kansas City Fence & Guardrail Corp.
206 South Commercial Street
Smithville, MO 64089
\$4,650.00

General Scope of Work Description/Project:

Fence Repair at 45 Hwy at Riss Lake

Replace 5 Sections and 6 posts of ornamental aluminum fence made by Ameristar, Echelon Plus. 4' Tall by 40' Long. The scope of work includes disposing the damaged fence.

This fence was hit by a drunk driver in late 2022 and the section of the fence was destroyed. The Parkville PD have provided a police report from the incident and staff will attempt to recoup fees by working with the Platte County Sheriff's department regarding this incident.

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

Kansas City Fence & Guardrail Corp: \$4,650

206 South Commercial Street
Smithville, MO 64089

Broski Fence Co, LLC : \$5,863.00

3900 Bennington Ave
Kansas City, MO 64129

Slagle Fence: \$4,833

12121 Blue Ridge Extension, Suite B
Grandview, MO 64030

Project Start Date: 2/19/2023 Estimated Completion Date: 3/31/2023

Budget Account Code: 525-06-05-03

Authorization:

☐ City Administrator: Alexa Barton

Date: 2/10/2023

☐ Department Head: Bustane Pr

2/10/2023

☐ 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 #1

Date: January 19, 2023
Issued to: Kansas City Fence & Guardrail Corp.
206 South Commercial Street
Smithville, MO 64089
kansascityfence@yahoo.com

Project/Work Description: Fence Repair 45 Hwy @ Riss Lake
Title: Replace 5 Sections and 6 posts of ornamental aluminum fence.
Scope of Work/Purpose: Estimate Attached

Schedule and Price

Project Start Date: 1/19/2023
Estimated Completion Date: 3/31/2023
Latest Acceptable Date: 3/31/2023
Estimated Cost: \$4,650.00
Expenditure Limit: \$4,650.00
Budget Account Code: 525.06.05.03

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: Kirk Williams Signature: Kirk Williams
Company: KC Fence & Guardrail Corp. Date: 2/6/2023

Authorization

Department Head: Brittanie Propes Date: 2/6/2023
Brittanie Propes, Parks and Rec. Director

City Administrator (if over \$2,500): Alexa Barton Date: 2/10/2023
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

Proposal

Page No.

of

Pages

KANSAS CITY FENCE & GUARDRAIL CORP.

206 South Commercial Street
SMITHVILLE, MO 64089

PROPOSAL SUBMITTED TO

City of Parkville, Mo

PHONE

DATE

1/5/23

STREET

8880 Clark Ave

JOB NAME

Fence Repair

CITY, STATE and ZIP CODE

Parkville, MO. 64152

JOB LOCATION

Westbound 45 Highway at Riss Lake

ARCHITECT

DATE OF PLANS

JOB PHONE

We hereby submit specifications and estimates for:

Replace 5 sections and 6 posts of ornamental aluminum fence made by Ameristar, Echelon Plus, 4' Tall by 40' long. Dispose of the damaged fence.

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Four thousand Six Hundred Fifty and 00/100 — dollars (\$ 4,650⁰⁰).
Payment to be made as follows:
Net 30

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

Keith Williams

Note: This proposal may be withdrawn by us if not accepted within

60

days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

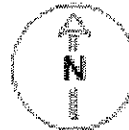
Date of Acceptance:

Signature

1 - GENERAL CRASH INFORMATION				AGENCY NAME AND/OR: MO0830100 ** PARKVILLE POLICE DEPARTMENT 8880 CLARK PARKVILLE, MO 64152															
SPACE USED FOR BARCODE																			
LEFT THE SCENE		DRIVER NO.		CLEARED		CRASH CLASSIFICATION		PROPERTY DAMAGE ONLY		NO. INJURED		NO. KILLED		REPORT / CASE / INCIDENT NUMBER					
☐ Yes ☒ No				☐ Yes ☐ No				☐		1		0		22-0611					
NO. VEH. INV.		CRASH DATE		CRASH TIME (MIL)		NOTIFIED DATE		TIME NOTIFIED (MIL)		INVESTIGATION DATE		TIME ARRIVED (MIL)		INVEST. AT SCENE					
2		10/23/2022		0047		10/23/2022		0049		10/23/2022		0052		☒ Yes ☐ No					
CRASH TYPE		ROADWAY		NON-COLLISION		COLLISION INVOLVING		DIRECTIONAL ANALYSIS FOR IMPACT WITH MOTOR VEHICLE											
☒ On Roadway ☐ Off Roadway				☐ Overturning ☐ Fire / Explosion ☐ Immersion ☐ Jackknife		☐ Fell/Jumped From MV ☐ Cargo / Equip Loss / Shift ☐ Other Non-Collision		☐ Animal ☐ Pedalcycle ☐ Fixed Object ☐ Other Object ☐ Pedestrian		☐ Railway Vehicle ☐ Animal Drawn Veh / Animal Ridden Trans. ☒ Motor Vehicle in Transport ☐ Parked Motor Vehicle ☐ Working Motor Vehicle		☐ Front to Front ☒ Front to Rear ☐ Rear to Rear ☐ Rear to Side ☐ Angle ☐ Sideswipe (Same Dir.) ☐ Sideswipe (Opp. Dir.) ☐ Falling / Shifting Cargo (Set in motion by MV) ☐ Other (Explain) ☐ Unknown (Explain)							
COMMERCIAL MOTOR VEHICLE INVOLVEMENT CRITERIA - Answer the following to determine if the "Commercial Vehicle" fields in Section 7G must be completed.																			
1. Does this crash involve any of the following? 1a. A person fatally injured; OR 1b. A person transported for medical attention; OR 1c. A vehicle towed due to disabling damage. ☐ No - No commercial vehicle fields need completion. ☒ Yes - Go to number 2. →																			
2. Examine each vehicle to determine if it is a commercial vehicle based upon the following: 2a. A truck / cargo van with GVWR / GCWVR of more than 10,000 lbs; OR 2b. A motor vehicle with seating for 9 or more including driver; OR 2c. A vehicle with a hazardous materials placard. ☒ No - No commercial vehicle fields need completion. ☐ Yes - Complete Section 7G for appropriate vehicle.																			
EVIDENTIARY PHOTOS TAKEN				BY WHOM				AVAILABLE FROM				☐ Investigating Agency							
☐ Yes ☒ No												☐ Investigating Agency							
RECONSTRUCTION				BY WHOM				AVAILABLE FROM				☐ Investigating Agency							
☐ Yes ☒ No												☐ Investigating Agency							
2 - LOCATION																			
COUNTY				MUNICIPALITY				BEAT / ZONE				GPS COORDINATES (DD MM SS.S FORMAT)							
083-PLATTE				2020-PARKVILLE				45E9 2				LAT: N 39 12 38.65 LONG: W -94 40 16.07							
ON				RDWAY DIR				DISTANCE FROM				LOCATION							
MO 45				NORTH				1763 Feet				CST JULIAN DR							
SPEED LIMIT				ROAD MAINTAINED BY								INTERSECTING							
45				☒ State ☐ County ☐ Municipal ☐ Private Property ☐ Other								SPEED LIMIT 25 INT DIR S GEO - CODE NA							
TRAFFICWAY								ROAD ALIGNMENT				ROAD PROFILE							
☐ One-Way ☒ Two-Way; Not Divided ☐ Two-Way; Divided; Unprotected Median ☐ Other								☒ Straight ☐ Curve				☐ Level ☒ Downhill ☐ Dip							
☐ Two-Way; Not Divided; Continuous Center Turn Lane ☐ Two-Way; Divided; Positive Median Barrier ☐ Unknown								☐ Unknown (Explain)				☐ Uphill ☐ Hillcrest ☐ Unknown (Explain)							
INTERSECTION TYPE								ROAD CONDITION											
☒ NA ☐ 4-way Intersection ☐ Y-Intersection ☐ 5-way / More ☐ Unknown (Explain) ☐ T-Intersection ☐ Roundabout ☐ Other (Explain)								☒ Dry ☐ Snow ☐ Slush ☐ Standing Water ☐ Sand / Gravel ☐ Unknown (Explain) ☐ Wet ☐ Ice / Frost ☐ Mud / Dirt ☐ Moving Water ☐ Other (Explain)											
ROAD SURFACE								WEATHER CONDITION											
☒ Concrete ☐ Brick ☐ Dirt / Sand ☐ Cobblestone ☒ Asphalt ☐ Gravel ☐ Multi-Surface ☐ Unknown (Explain)								☒ Clear ☐ Rain ☐ Sleet / Hail ☐ Fog / Mist ☐ Other (Explain) ☐ Cloudy ☐ Snow ☐ Freezing (Temp) ☐ Severe Crosswind ☐ Unknown (Explain)											
LIGHT CONDITION																			
☐ Daylight ☐ Dark-Lighted ☒ Dark-Unlighted ☐ Dark-Unknown Lighting ☐ Other (Explain) ☐ Unknown (Explain)																			
3 - DAMAGE TO PROPERTY OTHER THAN VEHICLES ☐ None																			
LIST OWNER'S NAME & ADDRESS, DESCRIPTION OF PROPERTY, AND DAMAGE. ☐ MoDOT ☐ County ☐ Municipality																			
CITY OF PARKVILLE, 8880 NW CLARK AVENUE PARKVILLE, MO 64152 - BLACK IRON ROD FENCE -																			
4 - WITNESS ☒ None Identified ☐ Additional Witnesses in Narrative																			
NAME				ADDRESS (Street, City, State, Zip)								PHONE NUMBER							
5 - PEDESTRIAN ☒ NA ☐ Law Enforcement Officer ☐ Other Emergency Services Personnel ☐ MoDOT Worker ☐ Other Trafficway Worker ☐ Other Pedestrian																			
NO.		NAME (Last, First, MI) & ADDRESS (Street, City, State, Zip)										PHONE NUMBER							
DATE OF BIRTH		SEX		STRUCK BY VEH #:		INJ		TRANS-PORT		SAFETY DEVICES		LOCATION							
												☐ On Roadway ☐ In Driveway Access ☐ On Median / Crossing Island ☐ On Sidewalk ☐ Off Roadway ☐ Unknown							
CROSSING ROAD				OTHER ACTIONS				SCHOOL INFO.											
☐ NA ☐ With Signal ☐ Not At Crosswalk ☐ Against Signal ☐ In Marked Crosswalk ☐ No Signal ☐ In Unmarked Crosswalk ☐ Unknown ☐ Unknown				☐ NA / None ☐ Getting On / Off Vehicle ☐ Working In Trafficway ☐ Unknown ☐ Standing / Lying / Sitting In Trafficway ☐ Playing In Trafficway ☐ Other (Explain) ☐ Pushing / Working On Vehicle ☐ Walking / Running In Trafficway ☐ Behind / In Front of Parked / Stopped Veh. ☐ With Traffic ☐ Against Traffic				☐ NA ☐ Going To / From School ☐ Getting On / Off School Bus ☐ Both Of The Above ☐ Unknown (Explain)											
PROBABLE CONTRIBUTING CIRCUMSTANCES												DISTRACTED / INATTENTIVE CODE(S)				ALCOHOL USE			
☐ None ☐ Failed To Yield ☐ Alcohol ☐ Vision Obstructed (Explain) ☐ Other (Explain) ☐ Distracted / Inattentive ☐ Drugs ☐ Physical Impairment (Explain) ☐ Unknown (Explain)												☐ NA				☐ Yes ☐ No ☐ Unknown			

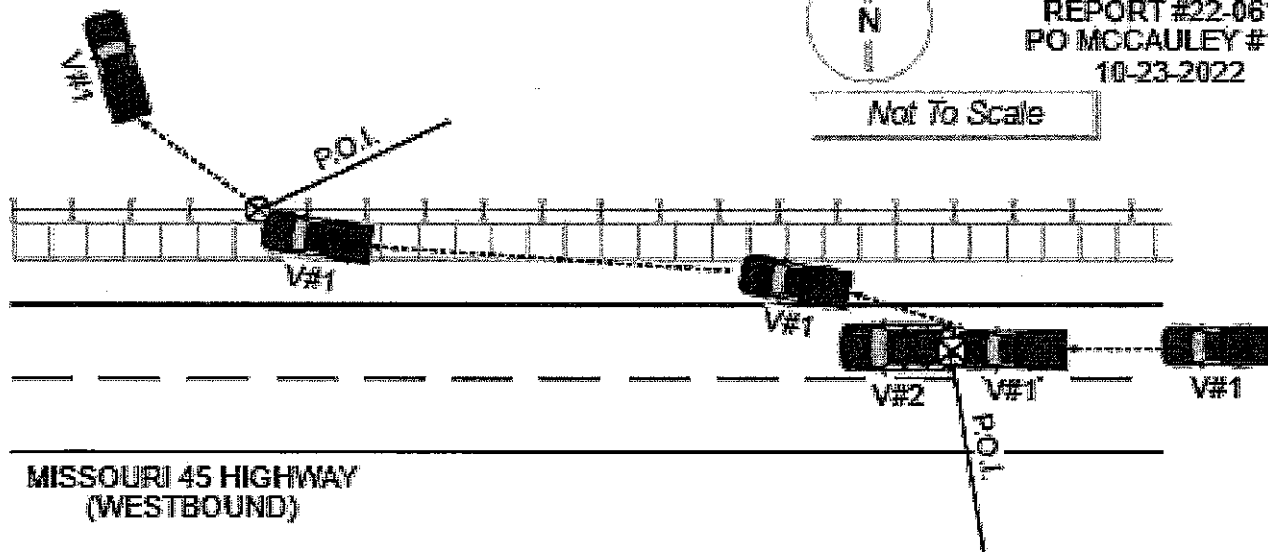
COLLISION DIAGRAM Compass Direction Before Crash Event(s) (Circle One) V1 NES W U V2 NES W U V3 NES W U V4 NES W U V5 NES W U V6 NES W U

WHITE ALOE WATER TREATMENT PLANT
6522 PLATTE HILLS RD, KANSAS CITY, MO 64152



PARKVILLE POLICE DEPARTMENT
REPORT #22-0611
PO MCCAULEY #197
10-23-2022

Not To Scale



INDICATE ROAD NAMES

DIAGRAM NOT TO SCALE

NO. 7A. DRIVER NAME (Last, First, MI) & ADDRESS (Street, City, State, Zip) 01 BRIDGES, ANTHONY K - 1959 MICHIGAN ST, SIDNEY, OH, 45365															PHONE NUMBER				
DRIVER LICENSE / ID NUMBER VM193496				STATE OH		LIC STATUS ☒ Valid ☐ Expired ☐ Susp / Rev / Denied ☐ Disqual CDL ☐ Canceled / Oth Invalid ☐ Unknown				LIC TYPE ☒ Operator Class D ☐ CDL Class ☐ Interm / Grad ☐ Permit ☐ MC Only ☐ Unlicensed				MC ENDORSEMENT ☐ Yes ☐ No ☒ NA ☐ Unknown (Explain)					
DATE OF BIRTH 08/18/1965		SEX M	SEAT LOC FL	INJ 4	TRANS-PORT 2	EJECTION 2	AIR BAG 05	SAFETY DEVICES 05	VISION OBSTRUCTED ☐ NA ☒ Not Obstructed ☐ Windshield ☐ Load on Veh		☐ Trees / Brush ☐ Building ☐ Embankment		☐ Sign ☐ Hillcrest ☐ Parked Veh		☐ Moving Veh ☐ Stopped Veh ☐ Glare		☐ Other (Explain) ☐ Unknown (Explain)		
PROOF OF INSURANCE ☐ Yes ☒ No ☐ Not Required				INSURANCE COMPANY NA				PHONE NO. (Optional)				POLICY NUMBER ☐ NA				☐ Driver ☒ Vehicle			
7B. VEHICLE OWNER NAME (Last, First, MI) & ADDRESS (Street, City, State, Zip) X SAD															PHONE NUMBER ☐ SAD				
YEAR 1995		MAKE TOYOTA			MODEL TACOMA				COLOR RED		VEH. TYPE 01		TOTAL NO. OF OCC. 1						
LICENSE - PLATE NO. 814BHJD		STATE TN	YEAR 2023	VIN 4T1A1N141B1810218114	TOWED FROM SCENE ☒ Yes ☐ No										TOWED DUE TO DIS. DAMAGE ☒ Yes ☐ No				
VEHICLE DAMAGE (Mark all damaged areas) ☐ None / No Damage INITIAL IMPACT NO. 14										TOWED BY ☐ Unknown ☐ NA ARROW TOW SERVICE - Phone#: 816-741-8504 6320 N.W. KELLY DRIVE PARKVILLE, MO 64152									
VEHICLE BODY TYPES - Automobiles / Specialty Vehicles ☐ Passenger Car ☐ Van (< 9 W/Driver) ☐ Passenger Van (9+ W/Driver) ☐ Sport Utility Vehicle ☐ Limousine (7-8 W/Driver) ☐ Limousine (9-15 W/Driver) ☐ Motorized Bicycle ☐ Pedalcycle ☐ To / From School ☐ Small Bus (9-15 W/Driver) ☐ Large Bus (16+ W/Driver) ☐ School Bus ☐ Intercity ☐ Transit / Commuter ☐ Charter / Tour ☐ Other ☐ Motorcycle ☐ ATV ☐ 2 Wh ☐ 3 Wh ☐ 4 Wh ☐ 5 Wh / More ☐ Unknown ☐ Motor Home ☐ Farm Implements ☐ Construction Equip. Heavy Mach. ☐ Other Vehicle (Code) ☐ Cargo Van ☒ Pickup ☐ Other Heavy Truck ☐ Unknown (Explain) ☐ Single-unit Truck; 2 axles, 6 tires ☐ Single-unit Truck; 3 or more axles ☐ Veh. Pulling Another Unit(s) (Does not apply to Truck Tractors) ☐ Truck Tractor With No Units ☐ Truck Tractor With One Unit ☐ Truck Tractor With Two Units ☐ Truck Tractor With Three Units GVW / GCWV RATING (Not Licensed Weight) (Pickups, Cargo Vans, All Trucks, Truck Tractors, or Haz Mat Placard Veh. Only) ☒ Less than or equal to 10,000 lbs. ☐ 10,001 - 26,000 lbs. ☐ Greater than 26,000 lbs. ☐ Unknown																			
EMERGENCY VEHICLE INVOLVEMENT ☐ Police ☐ Ambulance ☐ Fire ☐ Other (Must check "A" / "B") ☒ NA ☐ A. Emergency Vehicle on Emergency Run ☐ B. Stationary With Emergency Equip. Activated										CONTRIBUTING TRAFFIC CONDITIONS ☐ Congestion Ahead ☐ Crash Ahead ☐ Other Incident Ahead ☐ Unknown (Explain) ☒ NA									
7C. VEHICLE ACTION / SEQUENCE OF EVENTS CODES SEQUENCE OF EVENTS CODES 01 08 34 20 36 ☐ Unknown ADDITIONAL CODES LISTED IN NARRATIVE (See Codes in Section 8) ANIMAL CODE(S) FIXED OBJECT CODE(S) 24 ALCOHOL USE ☒ Yes ☐ No ☐ Unk ☐ NA																			
7D. PROBABLE CONTRIBUTING CIRCUMSTANCES ☐ None ☐ Vehicle Defects (Explain) ☐ Speed - Exceeded Limit ☒ Too Fast For Conditions ☐ Violation Signal / Sign ☐ Failed To Yield ☒ Alcohol ☒ Drugs ☐ Vision Obstructed ☐ Driver Fatigue / Asleep ☐ Improper Signal ☐ Improper Backing ☐ Improper Turn ☐ Improper Passing ☐ Improperly Parked ☐ Failed To Dim Headlights ☐ Failed To Use Lights ☒ Following Too Close ☐ Wrong Side (Not Passing) ☐ Wrong Side (One-Way) ☐ Physical Impairment (Explain) ☐ Improper Start From Park ☐ Improper Towing / Pushing ☐ Improperly Stopped On Roadway ☒ Improper Lane Usage / Change ☐ Overcorrected ☐ Improper Riding / Clinging To Veh. Exterior ☐ Failed To Secure Load / Improper Loading ☐ Animal(s) In Roadway ☐ Object / Obstruction In Roadway ☐ Distracted / Inattentive (Designate Type) ☐ Unknown (Explain) ☐ Other (Explain) DISTRACTED / INATTENTIVE CODE(S) (See Codes in Section 8) ☒ NA																			
7E. WORK ZONE ☐ Yes ☒ No ☐ Unknown TRAFFIC CONTROL ☒ None ☐ Unknown Electric: ☐ Green/Yellow/Red ☐ Flashing Red ☐ Flashing Yellow ☐ Ramp Meter ☐ Other (Explain) Other: ☐ Stop Sign ☐ No Passing Zone ☐ Turn Restricted ☐ Officer / Flagman ☐ Signal On School Bus Controls: ☐ Warning Sign / Device ☐ Railway Crossing Sign / Device ☐ School Zone ☐ Yield Sign ☐ Other (Explain) CONTROL MALFUNCTIONING / INOPERATIVE / MISSING ☐ Yes (Explain) ☐ Unknown ☒ No ☒ NA																			
7F. OCCUPANTS - NAME (Last, First, MI) ADDRESS (Street, City, State, Zip) DATE OF BIRTH MM-DD-YYYY SEX SEAT LOC INJ TRANS-PORT EJECTION AIR BAG SAFETY DEVICES PHONE NUMBER																			
7G. COMMERCIAL MOTOR VEHICLE ☒ NA Required on vehicle if "Yes" was answered to questions in parts 1 and 2 in CMV involvement criteria and vehicle meets one of the three criteria in part 2. MOTOR CARRIER IDENTIFICATION (Leasee, etc.) - NAME & ADDRESS (Street, City, State, Zip) ☐ SAO PHONE NUMBER ☐ SAO COMMERCIAL / NON-COMMERCIAL ☐ Interstate Carrier ☐ Intrastate Carrier ☐ Not In Commerce - Government Vehicle ☐ Not In Commerce - Rental Vehicle ☐ Not In Commerce - Other Vehicle MC / MX / ICC NO. USDOT NO. CARGO BODY TYPE ☐ Enclosed Box ☐ Cargo Tank ☐ Flatbed ☐ Dump ☐ Concrete Mixer ☐ Auto Transporter ☐ Garbage / Refuse ☐ Grain / Chip / Gravel ☐ Pole Trailer ☐ Log ☐ Vehicle Towing Another Veh. ☐ Intermodal Container Chassis ☐ NA (No Cargo Body) ☐ Other ☐ Unknown HAZARDOUS MATERIALS PLACARD DISPLAYED ☐ Yes ☐ No ☐ Unknown 4-DIGIT NO. CLASS HM CARGO PRESENT ☐ Yes ☐ No ☐ Unknown HM CARGO RELEASED ☐ Yes ☐ No ☐ Unknown HAZARDOUS MATERIAL NAME																			

7 - DRIVERS, VEHICLES, OWNERS, & OCCUPANTS

7A. DRIVER - NAME (Last, First, MI) & ADDRESS (Street, City, State, Zip) 02 LAKE, KATHERINE P - 6703 NW NODAWAY DRIVE, KANSAS CITY, MO, 64152												PHONE NUMBER 712-535-4431			
DRIVER LICENSE / ID NUMBER 397AR0260		STATE IA		LIC STATUS ☒ Valid ☐ Expired ☐ Susp / Rev / Denied ☐ Disqual CDL ☐ Canceled / Oth Invalid ☐ Unknown		LIC TYPE ☒ Operator Class C ☐ CDL Class ☐ Permit ☐ MC Only ☐ Unlicensed		MC ENDORSEMENT ☐ Yes ☒ No ☒ NA ☐ Unknown (Explain)							
DATE OF BIRTH 03/19/1988		SEX F	SEAT LOC FL	INJ 5	TRANS-PORT 1	EJEC-TION 2	AIR BAG 03	SAFETY DEVICES 05	VISION OBSTRUCTED ☐ NA ☒ Not Obstructed ☐ Windshield ☐ Load on Veh		Trees / Brush ☐ Sign ☐ Hillcrest ☐ Building ☐ Embankment ☐ Parked Veh ☐ Moving Veh ☐ Stopped Veh ☐ Glare ☐ Other (Explain) ☐ Unknown (Explain)				
PROOF OF INSURANCE ☒ Yes ☐ No ☐ Not Required		INSURANCE COMPANY STATE FARM				PHONE NO. (Optional) 877-627-5757		POLICY NUMBER 6671349-F22-25A		☐ Driver ☒ Vehicle					
7B. VEHICLE - OWNER NAME (Last, First, MI) & ADDRESS (Street, City, State, Zip) LAKE, SHAUN M - 6703 NW NODAWAY DRIVE, KANSAS CITY, MO, 64152												PHONE NUMBER ☒ SAD			
YEAR 2022		MAKE HONDA		MODEL CRV CR-V INCLD. CR-V EX				COLOR BLACK		VEH. TYPE 01		TOTAL NO. OF OCC. 1			
LICENSE - PLATE NO. RH3M9V		STATE MO		YEAR 2023		VIN 7 F A R W 2 H 8 9 N E 0 3 0 1 0 6		TOWED FROM SCENE ☐ Yes ☒ No		TOWED DUE TO DIS. DAMAGE ☐ Yes ☒ No					
VEHICLE DAMAGE (Mark all damaged areas) ☐ None / No Damage												TOWED BY ☐ Unknown ☒ NA			
INITIAL IMPACT NO: ☐ NA 9 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 18 - Undercarriage 22 - Cargo 19 - Windshield 23 - Unknown 20 - Burned 24 - Other (Explain) 21 - Towed Unit															
VEHICLE BODY TYPES - Automobiles / Specialty Vehicles ☐ Vehicle Used As Public Conveyance															
☐ Passenger Car ☐ Van (< 9 W/Driver) ☐ Passenger Van (9+ W/Driver) ☒ Sport Utility Vehicle ☐ Limousine (7-8 W/Driver) ☐ Limousine (9-15 W/Driver) ☐ Motorized Bicycle ☐ Pedalcycle ☐ To / From School ☐ Small Bus (9-15 W/Driver) ☐ Large Bus (16+ W/Driver) ☐ School Bus ☐ Intercity ☐ Transit / Commuter ☐ Charter / Tour ☐ Other ☐ Motorcycle ☐ ATV ☐ 2 Wh ☐ 3 Wh ☐ 4 Wh ☐ 5 Wh / More ☐ Unknown ☐ Motor Home ☐ Farm Implements ☐ Construction Equip. Heavy Mach. ☐ Other Vehicle (Code) _____ ☐ Cargo Van ☐ Pickup ☐ Other Heavy Truck ☐ Unknown (Explain) ☐ Single-unit Truck; 2 axles, 6 tires ☐ Single-unit Truck; 3 or more axles ☐ Veh. Pulling Another Unit(s) (Does not apply to Truck Tractors) ☐ Truck Tractor With No Units ☐ Truck Tractor With One Unit ☐ Truck Tractor With Two Units ☐ Truck Tractor With Three Units ☐ GVW / GCW RATING (Not Licensed Weight) (Pickups, Cargo Vans, All Trucks, Truck Tractors, or Haz Mat Placard Veh. Only) ☐ Less than or equal to 10,000 lbs. ☐ 10,001 - 26,000 lbs. ☐ Greater than 26,000 lbs. ☐ Unknown															
EMERGENCY VEHICLE INVOLVEMENT ☒ NA ☐ Police ☐ Ambulance ☐ Fire ☐ Other (Must check "A" / "B") ☐ A. Emergency Vehicle on Emergency Run ☐ B. Stationary With Emergency Equip. Activated ☐ CONTRIBUTING TRAFFIC CONDITIONS ☒ NA ☐ Congestion Ahead ☐ Other Incident Ahead ☐ Crash Ahead ☐ Unknown (Explain)															
7C. VEHICLE ACTION / SEQUENCE OF EVENTS CODES ☐ Additional Codes Listed in Narrative (See Codes in Section 8)															
SEQUENCE OF EVENTS CODES 01 34 ☐ Unknown												ALCOHOL USE ☐ Yes ☐ Unk ☒ No ☐ NA			
7D. PROBABLE CONTRIBUTING CIRCUMSTANCES ☒ None ☐ Vehicle Defects (Explain) ☐ Speed - Exceeded Limit ☐ Too Fast For Conditions ☐ Violation Signal / Sign ☐ Failed To Yield ☐ Alcohol ☐ Drugs ☐ Vision Obstructed ☐ Driver Fatigue / Asleep ☐ Improper Signal ☐ Improper Backing ☐ Improper Turn ☐ Improper Passing ☐ Improperly Parked ☐ Failed To Dim Headlights ☐ Failed To Use Lights ☐ Following Too Close ☐ Wrong Side (Not Passing) ☐ Wrong Side (One-Way) ☐ Physical Impairment (Explain) ☐ Improper Start From Park ☐ Improper Towing / Pushing ☐ Improperly Stopped On Roadway ☐ Improper Lane Usage / Change ☐ Overcorrected ☐ Improper Riding / Clinging To Veh. Exterior ☐ Failed To Secure Load / Improper Loading ☐ Animal(s) in Roadway ☐ Object / Obstruction In Roadway ☐ Distracted / Inattentive (Designate Type) ☐ Unknown (Explain) ☐ Other (Explain) ☒ DISTRACTED / INATTENTIVE CODE(S) ☒ NA (See Codes in Section 8)															
7E. WORK ZONE ☐ Yes ☒ No ☐ Unknown															
TRAFFIC CONTROL ☒ None ☐ Unknown Electric: ☐ Green/Yellow/Red ☐ Flashing Red ☐ Flashing Yellow ☐ Ramp Meter ☐ Other (Explain) Other: ☐ Stop Sign ☐ No Passing Zone ☐ Turn Restricted ☐ Officer / Flagman ☐ Signal On School Bus Controls: ☐ Warning Sign / Device ☐ Railway Crossing Sign / Device ☐ School Zone ☐ Yield Sign ☐ Other (Explain) CONTROL MALFUNCTIONING / INOPERATIVE / MISSING ☐ Yes (Explain) ☐ No ☒ Unknown															
7F. OCCUPANTS - NAME (Last, First, MI) ADDRESS (Street, City, State, Zip) DATE OF BIRTH MM-DD-YYYY SEX SEAT LOC INJ TRANS-PORT EJEC-TION AIR BAG SAFETY DEVICES PHONE NUMBER															
7G. COMMERCIAL MOTOR VEHICLE ☒ NA Required on vehicle if "Yes" was answered to questions in parts 1 and 2 in CMV involvement criteria and vehicle meets one of the three criteria in part 2.															
MOTOR CARRIER IDENTIFICATION (Leasee, etc.) - NAME & ADDRESS (Street, City, State, Zip) ☐ SAO												PHONE NUMBER ☐ SAO			
COMMERCIAL / NON-COMMERCIAL ☐ Interstate Carrier ☐ Not In Commerce - Government Vehicle ☐ Not In Commerce - Other Vehicle ☐ Intrastate Carrier ☐ Not In Commerce - Rental Vehicle												MC / MX / ICC NO.		USDOT NO.	
CARGO BODY TYPE ☐ Enclosed Box ☐ Flatbed ☐ Concrete Mixer ☐ Garbage / Refuse ☐ Pole Trailer ☐ Vehicle Towing Another Veh. ☐ Cargo Tank ☐ Dump ☐ Auto Transporter ☐ Grain / Chip / Gravel ☐ Log ☐ Intermodal Container Chassis												NA (No Cargo Body) ☐ Other ☐ Unknown			
HAZARDOUS MATERIALS ☐ Yes ☐ No ☐ Unknown		PLACARD DISPLAYED ☐ Yes ☐ No ☐ Unknown		4-DIGIT NO.		CLASS		HM CARGO PRESENT ☐ Yes ☐ No ☐ Unknown		HM CARGO RELEASED ☐ Yes ☐ No ☐ Unknown		HAZARDOUS MATERIAL NAME			

8. CODES

SEAT LOCATION XX - Not Known B - Pedalcycle M - Motorcycle CP - Commercial Passenger OE - Occupant - Enclosed Load Area OU - Occupant - Unenclosed Load Area RC - Rail Crew SV - Other (Explain in Narrative) NA - Not Applicable	FR SR TR	INJURY 1. Fatal 2. Suspected Serious Injury 3. Evident - Not Disabling 4. Probable - Not Apparent 5. None Apparent U. Unknown N. NA	TRANSPORTED (For Medical Treatment) 1. No 2. EMS 3. Other U. Unknown N. NA	EJECTION 1. NA 2. No 3. Partially 4. Totally U. Unknown	AIR BAG 1. None / NA 3. Not Deployed 4. Removed 5. Deployed - Front 6. Deployed - Side 7. Deployed - Curtain 8. Deployed - Other (Knee, Air Belt, etc.)	SAFETY DEVICES 1. None 2. Not Used 3. Shoulder Belt Only 4. Lap Belt Only 5. Shoulder and Lap Belt 7. DOT Compliant MC Helmet 8. No Helmet	10. Booster Seat 11. Child Restraint - Forward Facing 12. Child Restraint - Rear Facing 13. Other Helmet 14. Reflective Clothing 15. Other U. Use Unknown N. Not Applicable
	FC SC TC						
	FL SL TL						

VEHICLE ACTION / SEQUENCE OF EVENTS (Items with double-asterisk [**] require additional coding)							
1. Going Straight	10. Start From Parked	19. Airborne	28. Separation Of Units	37. Collision Inv. Other Object (Explain)	44. Thrown/Falling Object		
2. Overtaking	11. Backing	20. Ran Off Roadway - Right	29. Returned To Roadway	38. Other Non-collision	45. Struck By Falling, Shifting Cargo, Object Set In Motion By Own MV		
3. Making Right Turn	12. Stopped In Traffic	21. Ran Off Roadway - Left	30. Collision Inv. Pedestrian	39. Collision Inv. Bicycle/Pedalcycle In Bicycle Lane	46. Ran Off Roadway - Other (Explain)		
4. Right Turn on Red	13. Parked	22. Overturn / Rolllover	31. Collision Inv. Bicycle/Pedalcycle	40. Collision Inv. Animal Drawn Vehicle / Animal Ridden For Transportation	47. Cross Separator		
5. Making Left Turn	14. Changing Lanes	23. Fire / Explosion	32. Collision Inv. Railway Veh.	41. Collision Inv. Working MV			
6. Making U-Turn	15. Avoiding	24. Immersion	33. Collision Inv. Animal (**)	42. Downhill Runaway			
7. Skidding / Sliding	16. Cross Median	25. Jackknife	34. Collision Inv. MV in Transport	43. Fell/Jumped From MV			
8. Slowing / Stopping	17. Cross Center Of Road	26. Cargo Loss / Shift	35. Collision Inv. Parked MV				
9. Start In Traffic	18. Cross Road	27. Equipment Failure	36. Collision Inv. Fixed Object (**)				

ANIMAL CODES FOR VEHICLE ACTION / SEQUENCE OF EVENTS			
60. Deer	61. Farm Animal	62. Dog	63. Other Animal
			U. Unknown

FIXED OBJECT CODES FOR VEHICLE ACTION / SEQUENCE OF EVENTS			
20. Tree / Stump (Standing)	26. Culvert	32. Building	38. Bridge Rail
21. Embankment / Driveway / Ground / Rock Bluff	27. Highway Traffic Sign Post / Support	33. Traffic Signal Support	39. Guardrail End
22. Guardrail Face	28. Bridge Pier / Abutment / Support	34. Impact Attenuator / Crash Cushion	40. Other Traffic Barrier
23. Utility Pole	29. Curb	35. Fire Hydrant	41. Overhead Sign Support
24. Fence	30. Mail Box	36. Other (Explain)	42. Ditch
25. Street Light Support	31. Concrete Traffic Barrier	37. Bridge Parapet End	43. Other Post / Pole / Support
			44. Wall
			45. Cable Barrier
			46. Bridge Overhead Structure
			47. Overhead Line / Cable
			U. Unknown

DISTRACTED / INATTENTIVE CODES			
1. External Distraction	5. Communication Device - Hand-held	9. Eating / Drinking	13. Computer Equipment / Electronic Games / etc.
2. Passengers	6. Communication Device - Hands Free	10. Reading	14. Adjusting Vehicle Controls
3. Stereo / Audio / Video Equipment	7. Communication Device - Texting / E-mailing	11. Tobacco Use	15. Other (Explain)
4. Navigation Device	8. Communication Device - Web Browsing	12. Grooming	

VEHICLE TYPE CODES			
1. Motor Vehicle In Transport	3. Working Motor Vehicle	5. Animal Drawn Vehicle / Animal Ridden For Transport Purposes	
2. Parked Motor Vehicle	4. Pedalcycle	U. Unknown	

OTHER VEHICLE CODES			
1. Riding Mower / Garden Tractor	3. Snowmobile	5. Animal Drawn Vehicle / Animal Ridden For Transportation	6. Low Speed Vehicle
2. Golf Cart	4. Forklift		7. Other (Explain)

9. NARRATIVE / STATEMENTS (If additional room is necessary, use Section 11 - Narrative / Statements Continuation)

On 10/23/2022 at 0049 hours, I was dispatched to the 8400 block of Missouri 45 Highway in regard to a roll-over motor vehicle crash.

Upon my arrival, I observed V1 to be right side up and it appeared to have not rolled over.

I contacted both drivers.

D1 stated he was driving in the right lane going westbound on Missouri 45 Highway when V2 stopped in the middle of the roadway. D1 stated he struck V2 with the front end of V1 then ran off the right side of the roadway and hit the fence line and went into the woodland ravine. V1 had disabling heavy front end damage.

D1 was transported to North Kansas City Hospital for minor injuries.

D2 stated she was driving in the right lane going westbound on Missouri 45 Highway following a vehicle that was going below the speed limit. D2 stated V1 then struck the back of V2 with the front of V1. D2 then advised V1 ran off the right side of the roadway and struck the fence and went down into the ravine.

D2 refused medical treatment at the scene.

My investigation revealed the following statements to correlate with the damage to both vehicles. V1 had disabling heavy front end damage. Due to the disabling damage, Arrow Tow towed V1 to 6230 NW Kelly Drive Parkville, Missouri 64152. V2 had moderate damage to the rear of the vehicle. The middle portion of the black iron rod fence was disconnected from the rest of the fence and mangled and destroyed from the crash.

End of report.

10. REPORTING AND REVIEWING OFFICER INFORMATION

REPORTING OFFICER NAME MCCAULEY, JOSEPH M	DSN / BADGE NO 0197	BEAT / ZONE 45E9	TROOP / DISTRICT / PRECINCT 2
REVIEWING OFFICER NAME HECKADON, ROBERT	DSN / BADGE NO 00179	REVIEWING OFFICER 2 NAME	DSN / BADGE NO Page 11 of 87



CITY ADMINISTRATOR
PURCHASING APPROVAL

Preparation date: 2/22/2023

City of Parkville

Department: Parkville Parks and Recreation

Low Bidder and
Contract Amount:

R.L. Buford
P.O. Box 14069
Parkville, MO 64152
816-741-6152
\$3,500

General Scope of Work Description/Project:

Vikings Field Survey

The scope of this work authorization includes the survey for the property in and around Vikings Field at the SW corner of NW River Road and NW Union Chapel Road. Survey includes metes and bounds, utility locations, topographical contours, existing trees, etc.

Total \$3,500

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

R.L. Buford is the on-call surveyor for the City of Parkville so competitive bidding was not necessary for this work.

Project Start Date: Estimated Completion Date: 5/1/2023

Budget Account Code: 525-08.03-00

Authorization:

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



Finance Committee Meeting
Monday, February 13, 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 (*via videoconference*), Police Chief Kevin Chrisman, Public Works Director Alysén Abel (*via videoconference*), Interim Finance Director Bryan Kidney, Community Development Director Stephen Lachky (*via videoconference*), Parks & Recreation Director Brittanie Propes, Director of Operations Richard Wilson, 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

Chair Plumb changed the order of business to address Item 3B first.

B. Approve an agreement with Enterprise Fleet Management for fleet management services for all City departments

City Administrator Alexa Barton stated that staff looked at options to upgrade the City's vehicle fleet and recommended leasing vehicles instead of purchasing them.

Brandon Scott, Enterprise Fleet Management, provided an overview of the proposal; presentation attached as Exhibit A.

Discussion focused on the timeframe of the agreement, assistance with maintenance at specific locations, electric vehicles and what would happen if the City terminated the agreement. It was noted that if the agreement was terminated, the City would be responsible for paying the remaining lease payments.

Dean Katerndahl abstained from the vote because he was friends with a colleague of Brandon Scott.

Wylie moved 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. Bennett seconded; motion passed 4-0 (Katerndahl abstained).

Chair Plumb returned to the regular order of business.

A. **Approve the minutes for the January 30, 2023, regular meeting**

Douglas Wylie moved to approve the minutes for the January 30, 2023, meeting. Bob Bennett seconded; motion passed 5-0.

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 Chief Kevin Chrisman stated that he met with Blue Valley Public Safety in western Parkville to determine the placement of outdoor warning sirens, which would be placed in the new plat of Thousand Oaks that would be presented to the Planning and Zoning Commission in March. He noted that the price to connect the power to the siren would be determined at a later date and Blue Valley Public Safety offered to store the siren until it was ready to be installed.

Community Development Director Stephen Lachky said that most communities incorporated sirens into the development and impact fees, which had not been codified into the Parkville Municipal Code.

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

D. **Approve a land use agreement with Rockridge Quarry for the 2023 City cleanup events**

Public Works Director Alysén Abel said that the City hosted cleanup and yard waste disposal events annually in the spring and fall. The land use agreement for the location of the events was negotiated annually and had been approved with Rockridge Quarry (formerly Damon Pursell Construction), who had requested a price increase for 2023.

Wylie moved to recommend that the Board of Aldermen approve the land use and waste disposal agreement with Rockridge Quarry for the 2023 City cleanup events. Bennett seconded; motion passed 5-0.

E. **Approve an agreement with CK Power for on-call generator maintenance**

Public Works Director Alysén Abel stated that generators were located at each of the sewer pump stations and at City Hall. A bid opening was held and two bids were received, with CK Power submitting the lowest bid. She noted that staff was checking references.

Douglas moved to recommend that the Board of Aldermen approve an agreement with CK Power for on-call generator maintenance services for a two-year term. Bennett seconded; motion passed 5-0.

4. **Non-Action Items**

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

6. **Other Business**

City Administrator Alexa Barton said the Kansas City Chiefs would hold a parade on February 15 and asked the Committee if City Hall should remain open. The consensus was that it be opened to the public.

7. Adjourn

Chair Plumb adjourned the meeting at 5:32 p.m.

Submitted by:

Melissa McChesney
City Clerk

Approval Date

CITY OF PARKVILLE

Policy Report

Date: February 24, 2023

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Alexa Barton, City Administrator

ISSUE:

Approve a franchise agreement with Google Fiber Missouri, LLC to install network facilities in public right-of-way (Public Works)

BACKGROUND:

On November 15, 2022, the Board of Aldermen approved an ordinance outlining the management of public right-of-way. This proposed non-exclusive license agreement includes requirements for right-of-way users, such as utilities companies, to use the City-owned right-of-way to install their facilities.

The document defines franchise agreements as a contract that outlines the rights and responsibilities of the right-of-way user. It also outlines the franchise fees that the right-of-way users pay to the City for use of our right-of-way.

Over the past 15 years, Google has expanded their network to include several communities in the Kansas City metropolitan area. At the time, Parkville was not one of the communities to benefit from Google's network. Over the past year, there has been a renewed interest between City leadership and Google to provide fiber access within the Parkville city limits.

The City and Google will need to enter into a franchise agreement to formalize the relationship between the local government and the utility provider. Once the franchise agreement is in place, staff can work directly with Google representatives to install the utility within the requirements of the newly adopted Right-of-Way Management ordinance.

BUDGET IMPACT:

There is no budget impact associated with the approval of this item.

ALTERNATIVES:

1. Recommend that the Board of Aldermen approve the franchise agreement.
2. Provide direction to staff related to the franchise agreement.
3. Do not approve the agreement.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approving the franchise agreement with Google.

POLICY:

Franchise agreements require approval by the Board of Aldermen.

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve a franchise agreement with Google Fiber Missouri LLC to install network facilities in public right-of-way within Parkville city limits.

ATTACHMENTS:

1. Agreement

NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN THE CITY OF PARKVILLE AND GOOGLE FIBER MISSOURI, LLC FOR THE INSTALLATION OF NETWORK FACILITIES IN THE CITY PUBLIC RIGHT-OF-WAY

This License Agreement (“**Agreement**”) is by and between the City of Parkville, a municipality of the State of Missouri (“**City**”), and Google Fiber Missouri, LLC, a Missouri limited liability company, and its subsidiaries, successors, or assigns (“**Licensee**”).

RECITALS

- A. City has jurisdiction over the use of the public rights-of-way in City in which it now or hereafter holds an interest (“**Public ROW**”).
- B. Licensee desires, and City desires to permit Licensee, to install, maintain, operate, and/or control a fiber optic infrastructure network in Public ROW (“**Network**”) for the purpose of offering communications services, including broadband Internet access service as defined in 47 C.F.R. § 8.1(b) (“**Broadband Internet Services**”), but excluding multichannel video programming services that would be subject to a video services franchise and telecommunications services that would be subject to the Missouri Municipal Telecommunications Business License Tax Simplification Act, to residents and businesses in City (“**Customers**”).
- C. The Network may consist of equipment and facilities that may include aerial strand; aerial or underground fiber optic cables, lines, or strands; underground conduits, vaults, access manholes and handholes; electronic equipment; power generators; batteries; pedestals; boxes; cabinets; and other similar facilities (“**Network Facilities**”).

AGREEMENT

In consideration of the mutual promises made below, City and Licensee agree as follows:

1. Permission to Encroach and Occupy.

- 1.1. Permission to Encroach on and Occupy Public ROW. Subject to the conditions set forth in this Agreement, City grants Licensee, during the term of this Agreement, permission to encroach on and occupy the Public ROW (the “**License**”) for the sole purpose of constructing, installing, repairing, maintaining, operating, and if necessary removing the Network and the related Network Facilities (the “**Work**”). This Agreement and the License do not authorize Licensee to use any property other than the Public ROW. Licensee’s use of any other City property, including poles and conduits, will be governed under a separate Agreement regarding that use.
- 1.2. Subject to State and Local Law. This Agreement and the License are subject to City’s valid authority under State and local laws as they exist now or may be amended from time-to-time including, but not limited to, Chapter 515 of the City’s Code of Ordinances (“**City Code**”) and subject to the conditions set forth in this Agreement. If the terms or conditions of this Agreement or the License conflict with the City Code, such terms or conditions shall be subordinate to the requirements set forth in the City Code, subject to the requirements of Section 515.040 thereof. Licensee affirms and agrees that Licensee is not a public utility or public utility right-of-way user as such terms are defined by Section 67.1830, RSMo., and accordingly Sections 67.1832 through 67.1848, RSMo., do not apply to this Agreement and Licensee’s use of the Public ROW.

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- 1.3. Subject to City's Right to Use Public ROW. This Agreement and the License are subject and subordinate to City's prior and future and continuing right to use the Public ROW, including but not limited to constructing, installing, operating, maintaining, repairing, or removing sewers, water pipes, storm drains, gas pipes, utility poles, overhead and underground electric lines and related facilities, and other public utility and municipal uses.
- 1.4. Subject to Pre-Existing Property Interests. City's grant of the License is subject to all valid pre-existing easements, restrictions, conditions, covenants, encumbrances, claims of title or other property interests that may affect the Public ROW. Licensee will obtain at its own cost and expense any permission or rights as may be necessary to accommodate such pre-existing property interests.
- 1.5. No Grant of Property Interest. The License does not grant or convey any property interest.
- 1.6. Non-Exclusive. The License is not exclusive. City expressly reserves the right to grant licenses, permits, franchises, privileges or other rights to any other individual, corporation, partnership, limited liability company, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or other entity of any nature whatsoever ("**Person**"), as well as the right in its own name as a municipality to use Public ROW for similar or different purposes allowed Licensee under this Agreement.
- 1.7. Limitations. Licensee will not provide services directly regulated by the Missouri Public Service Commission (PSC) unless authorized by the PSC. Licensee will not operate a cable system as defined in the Cable Communications Policy Act of 1984 (47 USCA §521, et seq., as amended) without first having obtained a separate video service provider franchise from the State of Missouri.
- 1.8. Non-Discrimination. City's grant of the License will be open, comparable, nondiscriminatory, and competitively neutral and City will at all times treat Licensee in a non-discriminatory manner as compared to other non-incumbent providers offering facilities-based Broadband Internet Services.

2. Licensee's Obligations.

- 2.1. Compliance with ROW Permit Procedures. Licensee will comply with and follow all City applicable ordinances in all work it performs in the Public ROW.
- 2.2. Individual Permits Required. Licensee will obtain City's approval of required individual encroachment, construction, and other necessary permits before placing its Network Facilities in the Public ROW or other property of City as authorized. Licensee will provide to City any information lawfully required by City. Licensee will pay all lawful processing, field marking, engineering, and inspection fees associated with the issuance of individual permits by City.
- 2.3. Licensee's Sole Cost and Expense. Licensee will perform the Work at its sole cost and expense.
- 2.4. Compliance with Laws. Licensee will comply with all applicable laws and regulations when performing the Work. Licensee has obtained the necessary approvals, licenses

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or permits, if any, required by federal and State law to provide Broadband Internet Services consistent with the provisions of this Agreement.

- 2.5. Reasonable Care. Licensee will exercise reasonable care when performing the Work and will use commonly accepted practices and equipment to minimize the risks of personal injury, property damage, soil erosion, and pollution of surface or groundwater.
- 2.6. Non-Interference. Licensee will place its Network Facilities in conformance with the permits, plans, and drawings approved by City. Licensee will not place its Network Facilities in such a fashion as to unduly burden the present or future use of Public ROW and the Network Facilities will be installed and maintained by Licensee so as to cause the minimum interference with the use of Public ROW and with the rights or reasonable convenience of property owners that adjoin Public ROW.
- 2.7. No Nuisance. Licensee will maintain its Network Facilities in good and safe condition so that its Network Facilities do not cause a public nuisance.
- 2.8. Repair. Licensee will promptly repair any damage to the Public ROW, City property, or private property if such damage is directly caused by Licensee's Work and no other Person is responsible for the damage (e.g., where a Person other than Licensee fails to accurately or timely locate its underground facilities as required by State law). Licensee will repair the damaged property to a condition equal to or better than that which existed prior to the damage. Licensee's obligation under this Section 2.8 will be limited by, and consistent with, any applicable seasonal or other restrictions on construction or restoration work.
- 2.9. Identification of Network Facilities. Licensee will identify its Network Facilities using an identification method mutually agreed upon by the parties, or as established by standard industry practices and reasonably directed by City if the parties cannot mutually agree on an identification method. For underground facilities, the identification will be detectable without opening the street or sidewalk.
- 2.10. Cooperation in Joint Trench Opportunities. Licensee will cooperate with City in identifying ways to minimize the amount of construction in the Public ROW through joint trenching, sharing duct banks, and cost sharing with City and third parties undertaking similar construction projects involving the installation of underground communications facilities. Licensee's cooperation obligation is subject to any such proposed joint trenching, duct sharing, and cost sharing opportunities being sufficiently compatible with Licensee's plans, as reasonably determined by the Licensee. Without limiting the foregoing, (i) the cooperation opportunity would not be deemed sufficiently compatible with Licensee's plan where the opportunity involves different areas of the Public ROW than Licensee has permission to occupy under this Agreement, or would unreasonably delay or otherwise hinder Licensee's construction plans, and (ii) Licensee is not obligated to cooperate if Licensee enters into a commercial cooperation agreement reasonably satisfactory to the Licensee with respect to such joint trenching or other cooperation with City or the third-party, as applicable. Licensee will make good faith efforts to enter into any such commercial cooperation agreement in connection with fulfilling the foregoing cooperation obligation.
- 2.11. As-Built Drawings and Maps. Licensee will maintain accurate as-built drawings and maps of its Network Facilities located in City and will provide them as shapefiles and

PDF to the City subject to applicable confidentiality protections and applicable laws, including, without limitation, Missouri's Open Records Law, codified as Chapter 610 of the Revised Statutes of Missouri.

- 2.12. Utility Notification Program. Licensee will participate in and be a member of the State's utility notification program, whether provided for by statute or otherwise.
- 2.13. Network Design. Nothing in this Agreement requires Licensee to build to all areas of City, and Licensee retains the discretion to determine the scope, location, and timing of the design and construction of the Network. Licensee, at its sole discretion, may determine separately defined geographic areas with City where its Network Facilities will be deployed.
- 2.14. Access to Services. Licensee will not deny service or access, or otherwise discriminate on the availability, rates, terms, or conditions of Broadband Internet Services provided to residential subscribers on the basis of race, color, creed, religion, ancestry, national origin, gender, sexual orientation, disability, age, familial status, marital status, or status with regard to public assistance. Licensee will comply at all times with all applicable Federal, state, and local laws and regulations relating to nondiscrimination. Licensee will not deny or discriminate against any group of actual or potential residential subscribers in City on access to or the rates, terms, and conditions of Broadband Internet Services because of the income level or other demographics of the local area in which such group may be located.

3. City's Obligations.

- 3.1. Emergency Removal or Relocation by City. In the event of a public emergency that creates an imminent threat to the health, safety, welfare, or property of City or its residents, City may remove or relocate the applicable portions of the Network Facilities without prior notice to Licensee. City will, however, make best efforts to provide prior notice to Licensee before making an emergency removal or relocation. In any event, City will promptly provide to Licensee a written description of any emergency removals or relocations of Licensee's Network Facilities. Licensee will reimburse City for its actual, reasonable, and documented costs or expenses incurred for any such work performed by City. Licensee's obligation to reimburse City under this section is separate from Licensee's obligation to pay the License Fee (as defined below).
- 3.2. Removal of Abandoned Network Facilities. Abandonment of Network Facilities shall be governed by Section 515 of the City Code.
- 3.3. Relocation to Accommodate Governmental Purposes. Licensee shall remove, relocate, or adjust its Network Facilities in accordance with Chapter 515 of the City Code; provided, however, that if relocation of Network Facilities is requested by the City for a non-public, non-governmental (e.g., commercial) purpose and such relocation or adjustment is not governed by Chapter 515 of the City Code, Section 3.4 of this Agreement shall govern such relocation or adjustment.
- 3.4. Relocation to Accommodate Non-Governmental Purposes. If Licensee's Network Facilities in existence at the time would interfere with City's planned use of the Public ROW for a non-governmental (e.g., commercial) purpose, or with a third-party's use of the Public ROW, Licensee will not be required to relocate its Network Facilities unless City or the third party enters into an agreement with Licensee under which City

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or the third party would, at a minimum: (a) identify and arrange for a new location for Licensee's Network Facilities that is acceptable to Licensee, (b) agree to a commercially reasonable period of time for the relocation, which in no event will be less than one hundred and eighty (180) days; and (c) agree to reimburse all of Licensee's reasonable direct and indirect costs, expenses, and losses associated with the requested relocation.

- 3.5. Post-Removal Restoration of Public ROW. When removal or relocation is required under this Agreement, Licensee will, after the removal or relocation of the Network Facilities, at its own cost (except to the extent subject to reimbursement pursuant to Section 3.4 hereof), repair and return the Public ROW in which the facilities were located to a safe and satisfactory condition in accordance with the construction-related conditions and specifications as established by City, and Chapter 515 of the City Code.
- 3.6. Rights and Duties of Licensee Upon Expiration or Revocation. Upon expiration of the license granted under this Agreement, whether by lapse of time, by agreement between Licensee and City, or by revocation or forfeiture as provided herein, Licensee will remove from the Public ROW any and all of its Network Facilities and restore the Public ROW to as good condition as the same was before the removal was effected, ordinary wear and tear and damages not caused by Licensee excepted. In the alternative, Licensee may, with the written approval of the City Engineer, abandon some or all of the Network Facilities in the manner provided for in Chapter 515 of the City Code.

4. Contractors and Subcontractors.

- 4.1. Use of Contractors and Subcontractors. Licensee may retain contractors and subcontractors to perform the Work on Licensee's behalf. Licensee agrees that it shall require such contractors and subcontractors to comply with the obligations imposed upon Licensee under this Agreement relating to the performance of the Work, including compliance with the permitting requirements of Chapter 515 of the City Code, to the extent applicable to such contractors and subcontractors.
- 4.2. Contractors to be Licensed. Licensee's contractors and subcontractors used for the Work will be properly licensed under applicable law.
- 4.3. Authorized Individuals. Licensee's contractors and subcontractors may submit individual permit applications to City on Licensee's behalf, so long as the permit applications are signed by individuals that Licensee has authorized to act on its behalf via a letter of authorization provided to City in the form attached as **Exhibit A** ("**Authorized Individuals**"). City will accept permit applications under this Agreement submitted and signed by Authorized Individuals, and will treat those applications as if they had been submitted by Licensee under this Agreement.

5. License Fee.

- 5.1. Licensee will pay City a fee ("**License Fee**") to compensate City for Licensee's use and occupancy of Public ROW pursuant to the License. Licensee and City acknowledge and agree that the License Fee provides fair and reasonable compensation for Licensee's use and occupancy of Public ROW and other City property as authorized. The License Fee is in addition to all other taxes and related assessments that the Licensee may be required to pay under applicable federal, state,

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or local law. The Licensee Fee is not a tax and shall not be considered to be in the nature of a tax. The License Fee will begin accruing on the Effective Date (as defined below) and will be calculated as follows:

- 5.2. License Fee. Licensee will pay City one percent (1%) (the “**Revenue Percentage**”) of Gross Revenues for a calendar quarter, remitted on a quarterly basis, commencing upon the first date on which Licensee receives any Gross Revenues (as defined below). Such payments are due forty-five (45) days after the end of the calendar quarter.

5.2.1. As used herein, “**Gross Revenues**” means all consideration of any kind or nature, including without limitation, cash, credits, property, and in-kind contributions (services or goods) received by Licensee from Customers for Broadband Internet Services that are provided to Customers through Network Facilities located at least in part in Public ROW.

5.2.2. Gross Revenues do not include:

- (i) any revenue not actually received, even if billed, such as bad debt;
- (ii) refunds, rebates, or discounts made to Customers or City;
- (iii) revenue received from the sale of Broadband Internet Services for resale in which the purchaser is required to collect and remit similar fees from the purchaser’s customer;
- (iv) revenue derived from the provision of Broadband Internet Services to customers where none of the Network Facilities used to provide such Broadband Internet Services are located in Public ROW;
- (v) any revenue derived from Services other than Broadband Internet Services, including without limitation, any revenue derived from rental of modems or other equipment used to provide or facilitate the provision of the Broadband Internet Services;
- (vi) any revenue derived from referral or marketing agreements with third party providers of online services which Licensee may make available to its customers;
- (vii) any forgone revenue from Licensee’s provision of Broadband Internet Services to Customers at no charge if required by state law;
- (viii) any tax of general applicability imposed upon Licensee or its Customers by City or by any state, federal, or any other governmental entity, and required to be collected by Licensee and remitted to the taxing entity (including but not limited to sales and use tax, gross receipts tax, excise tax, utility users tax, public service tax, communications taxes, and fees not imposed by this Agreement); and
- (ix) any forgone revenue from Licensee’s provision, in Licensee’s discretion or otherwise, of free or reduced cost Broadband Internet Services to any Person; provided, however, that any forgone revenue

which Licensee chooses not to receive in exchange for trades, barters, services, or other items of value will be included in Gross Revenues.

- 5.3. Pass Through. Licensee may identify and collect, as a separate item on the regular bill of any Customer whose Broadband Internet Services are provided by Network Facilities located at least in part in Public ROW, that Customer's pro rata amount of the License Fee; provided, however, that Licensee shall not directly describe the License Fee as a tax imposed upon subscribers by the City under the City Code or state law.
- 5.4. Interest on Late Payments. Any payments that are due and payable under this Agreement that are not received within sixty (60) days from the due date will be at an annual rate equal to the prevailing commercial prime interest rate in effect upon the due date.
- 5.5. Audit. The City may audit Licensee not more than once every three (3) calendar years. The City shall have the right to inspect those books and records reasonably necessary to ensure compliance with Section 5 of this Agreement and to confirm the correct amounts due and payable to the City under the Agreement. Such audits shall occur upon not less than sixty (60) days' prior written notice to Licensee. Licensee will keep all material business records reflecting its Gross Revenues for at least four (4) years.
- 5.6. Change in Law. Notwithstanding anything to the contrary herein, in the event of a change in local, state, or federal law that (i) prohibits collection of any right-of-way-access fee from any provider of Broadband Internet Services or (ii) reduces the percentage of revenue on which the right-of-way-access fee paid by any provider of Broadband Internet Services is based to a percentage that is lower than the Revenue Percentage, then Licensee will have no obligation after the effective date of such change in law to pay the License Fee or to pay a Licensee Fee based on the Revenue Percentage, as the case may be. In the case of a reduction in the percentage of revenue on which a right-of-way-access fee may be based, the Revenue Percentage will be commensurately reduced.

6. Indemnification.

- 6.1. Obligations. Licensee will defend City, its officers, elected representatives, and employees, and indemnify them against any (a) settlement amounts approved by Licensee; and (b) damages and costs finally awarded against the indemnified party by a competent tribunal in any legal proceeding filed by a third party for property damage, personal injury, or death to the extent caused by Licensee or its contractors arising directly from this Agreement ("**Third Party Legal Proceeding**").
- 6.2. Exclusions. Section 6 (Defense and Indemnity) will not apply to the extent the underlying allegation (a) arises from or is related to the negligence or willful misconduct of an indemnified party or (b) is made by City's employee and covered under applicable workers' compensation laws.
- 6.3. Conditions. Section 6.1 (Obligations) is conditioned on the following: (a) City must promptly notify Licensee in writing of the Third Party Legal Proceeding and any allegation(s) that preceded the Third Party Legal Proceeding no later than fifteen (15) days after City became aware of the Third Party Legal Proceeding; (b) City must reasonably cooperate in the defense at Licensee's request; and (c) City must tender

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License Agreement Between City of Parkville, Missouri and Google Fiber Missouri, LLC | Page 7 of 12
EXECUTION VERSION



sole control of the indemnified portion of the Third Party Legal Proceeding to Licensee, subject to the following: (i) City may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring City to admit liability, pay money, or take (or refrain from taking) any action, will require City's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

7. **Limitation of Liability.** NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION WILL BE SUBJECT TO AND MAY BE LIMITED BY APPLICABLE STATE LAW.

8. **Performance Bond.** Unless otherwise exempted pursuant to the City Code, Licensee will, promptly after the Effective Date, provide City with a performance bond in the amount of Five Thousand Dollars (\$5,000) naming City as obligee and guaranteeing Licensee's faithful performance of its obligations under this Agreement. Licensee shall comply with the bonding provisions of Chapter 515 of the City Code, as amended. Any performance bonds will remain in full force during the Term of this Agreement.

9. **Insurance.**

9.1. Licensee will carry and maintain Commercial General Liability (CGL) insurance, with policy limits not less than \$2,000,000 in aggregate and \$2,000,000 for each occurrence covering bodily injury and property damage with the following features: (a) CGL primary insurance endorsement; and (b) CGL policy will include an endorsement which names City, its employees, and officers as additional insureds.

9.2. All insurance certificates, endorsements, coverage verifications and other items required pursuant to this Agreement will be mailed directly to City's insurance compliance representative at the following address:

Parkville City Hall
8880 Clark Ave, Parkville, MO 64152

10. **Effective Date and Term.** This Agreement is effective on the later of (a) the date the last party to sign executes this Agreement and (b) the date on which any implementing ordinance becomes effective in accordance with its terms and state law ("**Effective Date**"). The Agreement will expire automatically on the twentieth (20th) anniversary of the Effective Date ("**Original Term**"), unless earlier terminated in accordance with the provisions herein. Thereafter, the Agreement will automatically renew for successive 5-year terms (each a "Renewal Term") unless a party provides at least six (6) months' prior written notice to the other party of its intent not to renew.

11. **Termination.**

11.1. **Termination by City.** City may terminate this Agreement if Licensee is in material breach of the Agreement, provided that City must first provide Licensee written notice of the breach and one hundred twenty (120) days to cure, unless the cure cannot reasonably be accomplished in that time period, in which case Licensee must commence its efforts to cure within that time period and the cure period will continue as long as such diligent efforts continue. No termination under this paragraph will be effective until the relevant cure period has expired.

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License Agreement Between City of Parkville, Missouri and Google Fiber Missouri, LLC | Page 8 of 12
EXECUTION VERSION



- 11.2. **Termination by Licensee.** Licensee may terminate this Agreement for convenience upon one hundred eighty (180) days' written notice to City.
12. **Assignment.** Except as set forth below, neither party may assign or transfer its rights or obligations under this Agreement, in whole or part, to a third party, without the written consent of the other party. Any agreed upon assignee will take the place of the assigning party, and the assigning party will be released from all of its rights and obligations upon such assignment.
- 12.1. Notwithstanding the foregoing, Licensee may at any time, on written notice to City, assign this Agreement and/or any or all of its rights and obligations under this Agreement:
- 12.1.1. to any Affiliate (as defined below) of Licensee;
- 12.1.2. to any successor in interest of Licensee's business operations in City in connection with any merger, acquisition, or similar transaction if Licensee determines after a reasonable investigation that the successor in interest has the resources and ability to fulfill the obligations of this Agreement; or
- 12.1.3. to any purchaser of all or substantially all of Licensee's Network Facilities in City if Licensee determines after a reasonable investigation that the purchaser has the resources and ability to fulfill the obligations of this Agreement.
- 12.2. Following any assignment of this Agreement to an Affiliate, Licensee will remain responsible for such Affiliate's performance under the terms of this Agreement. For purposes of this Agreement, (i) "Affiliate" means any Person that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with Licensee; and (ii) "control" means, with respect to: (a) a U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof, or (b) a non-U.S. corporation, if the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by applicable law; and (c) any other Person, fifty percent (50%) or more ownership interest in said Person, or the power to direct the management of such Person.
13. **Notice.** All notices related to this Agreement will be in writing and sent, if to Licensee to the email addresses set forth below, and if to City to the address set forth in City's signature block to this Agreement. Notices are effective (a) when delivered in person, (b) upon confirmation of a receipt when transmitted by facsimile transmission or by electronic mail, (c) on the next business day if transmitted by registered or certified mail, postage prepaid (with confirmation of delivery), (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) days after the date of mailing, whichever is earlier.
- Licensee's e-mail address for notice is googlefibernotices@google.com, with a copy to legal-notices@google.com.
14. **Meet and Discuss.** Notwithstanding any other provision contained herein, before City or Licensee brings an action or claim before any court or regulatory body arising out of a duty or right arising under this Agreement, Licensee and City will first make a good-faith effort to resolve their dispute by discussion.
15. **General Provisions.** This Agreement is governed by the laws of the State of Missouri. Nothing in this Agreement shall be deemed a waiver of sovereign immunity or other lawful and applicable immunities or defenses available to the City, its officials, employees and

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agents. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. The parties agree to meet at reasonable times on reasonable notice to discuss this Agreement or Licensee's provision of Broadband Internet Services during the term of the Agreement. This Agreement sets out all terms agreed between the parties and supersedes all previous or contemporaneous agreements between the parties relating to its subject matter. This Agreement, including any exhibits, constitutes the entire agreement between the parties related to this subject matter, and any change to its terms must be in writing and signed by the parties. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument. Each party to this Agreement agrees that Licensee may use electronic signatures.

[Signature page follows]

Signed by authorized representatives of the parties on the dates written below.

Google Fiber Missouri, LLC

City of Parkville, Missouri

(Authorized Signature)

(Authorized Signature)

(Name)

(Name)

(Title)

(Title)

Address:
1600 Amphitheatre Parkway
Mountain View, CA 94043

Address:

Date: _____

Email address: _____

Date: _____

Attest:

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License Agreement Between City of Parkville, Missouri and Google Fiber Missouri, LLC | Page 11 of 12
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EXHIBIT A
FORM OF LETTER OF AUTHORIZATION

[LICENSEE LETTERHEAD]

[Date]

Via Email ([Email Address])

City of Parkville

[Addressee]

[Address]

Re: [Amended] Letter of Authorization

Dear [Name],

In accordance with Section ___ of the License Agreement dated _____ between the City of Parkville and Google Fiber Missouri, LLC ("**Google Fiber**"), Google Fiber hereby designates the following Authorized Individuals (as that term is defined in the Agreement), who may submit and sign permit applications and other submissions to the City on behalf of Google Fiber.

[Insert name and title for each Authorized Individual, including any Authorized Individual previously named and whose authority continues. Strike through the names of any individuals who are no longer authorized, if any.]

1. Name, Title
2. Name, Title
3. Name, Title (previously authorized, authorization continues)
4. ~~Name, Title~~ (authorization withdrawn)

This authorization may be withdrawn or amended and superseded by a written amendment to this Letter of Authorization, which will be effective 24 hours after receipt by the City.

Kind regards,

[Name]

Manager, Google Fiber Missouri, LLC

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License Agreement Between City of Parkville, Missouri and Google Fiber Missouri, LLC | Page 12 of 12
EXECUTION VERSION



CITY OF PARKVILLE

Policy Report

Date: February 22, 2023

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Alexa Barton, City Administrator

ISSUE:

Approve a purchase order with Key Equipment & Supply Company for a sewer mini-camera (Public Works)

BACKGROUND:

Parkville maintains both sanitary and storm sewer collection lines throughout the city. In an effort to detect issues in the pipe network, mini-camera equipment is necessary. Due to the increased need for this type of equipment, staff recommends purchasing the equipment rather than renting. The camera can be used during emergency situations and routine maintenance; it will primarily be used for the sanitary sewer system. However, it can also be used on the storm sewer system.

Staff developed a list of features for the camera specifications, based on the intended needs. Two contractors were asked to provide quotes based on these specifications.

Key Equipment & Supply Company	\$14,461
Rausch	\$15,366

The low bidder was Key Equipment & Supply Company in the amount of \$14,461.

BUDGET IMPACT:

The 2023 Sewer Fund budget includes \$16,000. The cost of the mini-camera equipment is within budget at \$14,461.

ALTERNATIVES:

1. Approve a purchase order with Key Equipment for the mini-camera equipment.
2. Provide direction to staff related to the mini-camera equipment.
3. Do not approve the purchase order.
4. Postpone this item.

STAFF RECOMMENDATION:

Staff recommends the approval of a sewer mini-camera from Key Equipment. This equipment can be used in a variety of ways to assist with the maintenance of the sanitary and storm sewer infrastructure.

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 recommend that the Board of Aldermen approve a purchase order with Key Equipment & Supply Company for a sewer mini-camera in the amount of \$14,461.

ATTACHMENTS:

1. Purchase Order
2. Proposal

PURCHASE ORDER
(non-construction)

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

Date: March 7, 2023

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

VENDOR Key Equipment & Supply Company

P.O. Box 11035

Kansas City, KS 66111

Steve Williams, Territory Manager swilliams@keyequipment.com Phone: 913-371-8260

SHIP TO: Parkville City Hall, 8880 Clark Avenue, Parkville, MO 64152

INVOICE TO: Bonnie Buckmaster, 8880 Clark Avenue, Parkville, MO 64152

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

Vendor agrees to furnish following goods in accordance with the terms and provisions of this Purchase Order Agreement consisting of 7 pages including attachments. Purchaser agrees to pay the total sum of **FOURTEEN THOUSAND FOUR HUNDRED SIXTY-ONE DOLLARS AN NO/100 (\$14,461.00)** for such materials, subject to any additions or deductions agreed upon in writing.

Freight charges are included in purchase price and sales taxes will not be charged to the Purchaser as a tax exempt entity. Purchaser will provide Vendor with a Tax Exemption Certificate upon request. Payment is to be made within thirty days after delivery of goods and receipt of invoice. This purchase order is only valid through May 31, 2023.

ITEMS:

Envirosight VeriSight Pro Plus 200' Push Camera

Key Features include:

- Tri-band sonde selected from on-screen menu
- Zooms live or recorded video up to 3X
- Lithium Ion battery with customizable power-saving features
- Color text generator
- 12,500 lux reading at 6" distance—very bright LED lighting
- User-configurable menus
- Internal memory expandable to 128 GB
- Transfer footage/data via SD/SDHC card or USB
- Multi-language

Total: \$14,461.00

See Attachment "A" – Terms and Conditions
See Attachment "B" – Insurance Requirements
See Attachment "C" - Quote

SCHEDULE OF DELIVERY:

F.O.B.

Delivery to City Hall – 8880 Clark Avenue, Parkville, MO 64152

Monday through Friday 8:00 a.m.- 5:00 p.m.

816-741-7676

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

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

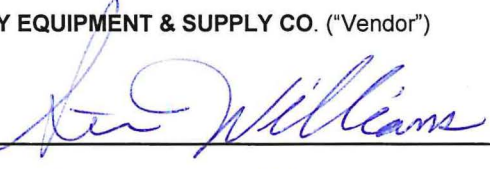
CITY OF PARKVILLE, MISSOURI. ("Purchaser")

By: _____

Title: Dean Katerndahl, Mayor

Date: _____

KEY EQUIPMENT & SUPPLY CO. ("Vendor")

By: 

Title: Territory Manager

Date: 2/23/2023

February 14th, 2023

City of Parkville
Attn: Alysén Abel, Director of Public Works
8880 Clark Avenue
Parkville, MO 6415164152



RE: Envirosight VeriSight Pro Plus 200' push camera

Alysén,

Thank you for the opportunity to supply your company with a quote for the Envirosight VeriSight Pro Plus push camera system. The VeriSight Pro delivers greater push power, improved image quality, sturdier construction and a light-weight controller with text, recording and annotation capability. The VeriSight Pro is available in 3-lengths; 130', 200' and 330'. This proposal is quoting both, a new 200' and 330' camera system.

VeriSight Pro's digital interface displays real-time inspection footage on an 8" LCD, records up to 90 hours of inspection video to internal memory, and allows an operator to enter observation data for upload directly to WinCan. An intuitive, customizable interface gives you the ability to zoom 3X on live or recorded video, capture still images from live or recorded video, configure the 16-page text writer, browse thumbnail galleries, and select among several available languages.

The VeriSight Pro has a stainless steel-camera head with high-sensitivity imager and shadowless LED lighting. Measuring 1.62" in diameter, the VeriSight Pro inspects lines from 2" to 9". An integral tri-band sonde transmits at 33kHz, 512 Hz or 640 Hz. The entire system runs off main power, vehicle power or an internal rechargeable 8-hour Lithium-ion battery.

The VeriSight Pro represents the latest technological advancements in push camera technology. The intuitive interface, zoom capability, tri-band sonde, digital interface and high-sensitivity imager with shadow-less illumination gives you the most advanced push camera on the market today, yet VeriSight Pro is easy to use and setup. Record video or take still pictures and download to your PC or laptop.

Key Features include:

- Tri-band sonde selected from on-screen menu
- Zooms live or recorded video up to 3X
- Lithium Ion battery with customizable power-saving features
- Color text generator
- 12,500 lux reading at 6" distance—very bright LED lighting
- User-configurable menus
- Internal memory expandable to 128 GB
- Transfer footage/data via SD/SDHC card or USB
- Multi-language



- Full range of on-screen color annotation and symbols
- Single button video and still image capture
- Captures crisp footage using high-sensitivity camera with shadowless illumination
- Digitally zooms in on objects before saving a still image
- Fully adaptable controls for pan and tilt style camera head
- Rain-proof open and closed

VeriSight Pro 200' Push Camera comes with the following:

200' cable, self-leveling color camera • tri-frequency sonde • battery-powered control unit with viewing, control, text generation, recording and digital output • accessories case with USB memory stick, 3 skids and tooling. Includes freight, delivery, and FREE lifetime training

One (1) New VeriSight Pro 200" Push Camera with Digital Viewer/Recorder	\$11,300.00
Optional Wide All-Terrain Wheel for Additional Stability	\$ 450.00
Optional Key Vision 512Hz Sonde Locator	\$ 1,886.00
Optional Roller Skid Assembly, 8" thru 9" pipe sizes	\$ 825.00

Total invoice amount: **\$14,461.00**

Does not include any applicable sales taxes

Pricing good for 15 days from date of proposal

Thank you again on behalf of Key Equipment & Supply Co. and Envirosight. We appreciate the opportunity to work with you on this project. I look forward to reviewing this proposal with you. In the meantime, if you have any questions, please don't hesitate to contact me at (913) 915-8709 or swilliams@keyequipment.com.

Respectfully,

Steve Williams

Steve Williams
Territory Manager
Key Equipment & Supply Co.



Corporate Office

P.O. Box 2007
Maryland Heights, MO 63043
314-298-8330

Branch Office

P.O. Box 11035
Kansas City, KS 66111
913-371-8260

Branch Office

P.O. Box 692109
Tulsa, OK 74169
405-812-5827

February 14th, 2023

City of Parkville
Attn: Alysén Abel, Director of Public Works
8880 Clark Avenue
Parkville, MO 6415164152



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Steve Williams

Steve Williams
 Territory Manager
 Key Equipment & Supply Co.



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