



FINANCE COMMITTEE

Monday, May 8, 2023 4:30 PM

Administration Conference Room, City Hall

1. Call to Order

2. Financial Updates

- A. First Quarter 2023 Budget Variance Report

3. Action Items

- A. Approve the minutes for the April 10, 2023, meeting
- B. Approve the semi-annual financial report for the second half of 2022 and direct City Administration to publish (Administration)
- C. Approve a construction agreement with Terry Snelling Construction for the 2023 Curb Replacement Program (Public Works)
- D. Approve a construction agreement with Asphaltic Surfaces for the 2023 Mill & Overlay Program (Public Works)
- E. Approve a purchase order with Heritage Tractor for a 2023 John Deere Gator XUV835M (Parks)
- F. Approve Change Order No. 1 with Remco Demolition for Phase II of the Farmers Market demolition (Parks)

4. Non-Action Items

- A. Quarterly Projects Update

5. Unfinished Business (postponed from prior meetings)

6. Other Business

7. Adjourn



2023 1st Quarter Variance Report

For Period Ending

March 31, 2023

*Unaudited financial reports are to be used for budget
management purposes*

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C I T Y O F P A R K V I L L E
REVENUE AND EXPENSE REPORT
AS OF: MARCH 31ST, 2023

10 -General Fund
FINANCIAL SUMMARY

25.00% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>REVENUE SUMMARY</u>						
TAXES	1,560,000	10,373.25	1,580,976.45	101.34 (	20,976.45)	1,445,736.10
LICENSES	76,800	2,033.75	6,427.50	8.37	70,372.50	5,806.25
PERMITS	505,300	27,134.80	57,898.80	11.46	447,401.20	132,308.46
FRANCHISE FEES	898,000	4,730.60	72,587.56	8.08	825,412.44	113,041.71
SALES TAXES	1,452,000	127,984.70	408,075.88	28.10	1,043,924.12	330,132.61
OTHER REVENUE	0	3,845.00	5,215.00	0.00 (	5,215.00)	5,805.00
COURT REVENUE	41,000	445.00	1,210.00	2.95	39,790.00	9,658.23
INTEREST INCOME	13,000	2,450.56	15,722.37	120.94 (	2,722.37)	4,481.00
MISCELLANEOUS REVENUE	603,000	3,035.36	23,036.08	3.82	579,963.92	39,327.67
TRANSFERS IN	860,500	30,041.66	590,124.98	68.58	270,375.02	143,749.98
TOTAL REVENUES	6,009,600	212,074.68	2,761,274.62	45.95	3,248,325.38	2,230,047.01
<u>EXPENDITURE SUMMARY</u>						
ADMINISTRATION	2,669,543	121,061.47	345,478.54	12.94	2,324,064.46	689,476.35
POLICE	2,002,650	176,667.76	422,123.81	21.08	1,580,526.19	372,178.10
MUNICIPAL COURT	163,379	15,327.56	36,430.08	22.30	126,948.92	32,227.77
PUBLIC WORKS	289,440	41,177.68	84,448.33	29.18	204,991.67	73,087.11
COMMUNITY DEVELOPMENT	493,959	53,733.56	121,058.37	24.51	372,900.63	93,068.46
STREET DEPARTMENT	0	51,457.37	118,135.36	0.00 (	118,135.36)	128,456.98
PARKS DEPARTMENT	0	49,805.77	111,379.93	0.00 (	111,379.93)	79,331.67
NATURE SANCTUARY	0	8,950.82	22,644.59	0.00 (	22,644.59)	15,326.19
PUBLIC INFORMATION	35,660	4,018.03	4,018.03	11.27	31,641.97	3,751.08
TRANSFERS OUT	0	54,083.32	448,824.96	0.00 (	448,824.96)	0.00
INFORMATION TECHNOLOGY	98,304	734.50	23,584.78	23.99	74,719.22	8,837.63
CAPITAL OUTLAY	261,094	3,763.50	62,507.50	23.94	198,586.50	18,925.10
TOTAL EXPENDITURES	6,014,029	580,781.34	1,800,634.28	29.94	4,213,394.72	1,514,666.44
EXCESS REVENUES OVER/(UNDER) EXPENDITURE (	4,429) (	368,706.66)	960,640.34	(	965,069.34)	715,380.57

C I T Y O F P A R K V I L L E
REVENUE AND EXPENSE REPORT
AS OF: MARCH 31ST, 2023

22 -Capital Project Bonds
FINANCIAL SUMMARY

25.00% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>REVENUE SUMMARY</u>						
TAXES	509,000	3,346.76	506,999.73	99.61	2,000.27	469,479.37
LICENSES	0	0.00	0.00	0.00	0.00	0.00
INTEREST INCOME	300	0.00	0.00	0.00	300.00	130.27
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	509,300	3,346.76	506,999.73	99.55	2,300.27	469,609.64
	=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
GENERAL	443,801	0.00	434,491.77	97.90	9,309.23	413,546.61
transfers	110,000	0.00	0.00	0.00	110,000.00	0.00
TOTAL EXPENDITURES	553,801	0.00	434,491.77	78.46	119,309.23	413,546.61
	=====	=====	=====	=====	=====	=====
EXCESS REVENUES OVER/ (UNDER) EXPENDITURE (	44,501)	3,346.76	72,507.96		(117,008.96)	56,063.03

C I T Y O F P A R K V I L L E
REVENUE AND EXPENSE REPORT
AS OF: MARCH 31ST, 2023

23 -Brush Creek NID
FINANCIAL SUMMARY

25.00% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>REVENUE SUMMARY</u>						
TAXES	283,833	2,203.05	259,270.41	91.35	24,562.59	247,436.70
LICENSES	0	0.00	0.00	0.00	0.00	0.00
INTEREST INCOME	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS IN	56,278	0.00	56,278.00	100.00	0.00	60,881.00
TRANSFERS	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL REVENUES	<u>340,111</u>	<u>2,203.05</u>	<u>315,548.41</u>	<u>92.78</u>	<u>24,562.59</u>	<u>308,317.70</u>
<u>EXPENDITURE SUMMARY</u>						
Brush Creek NID	344,204	0.00	317,681.88	92.29	26,522.12	313,679.38
TEST	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL EXPENDITURES	<u>344,204</u>	<u>0.00</u>	<u>317,681.88</u>	<u>92.29</u>	<u>26,522.12</u>	<u>313,679.38</u>
EXCESS REVENUES OVER/ (UNDER) EXPENDITURE (	4,093)	2,203.05	(2,133.47)		(1,959.53)	(5,361.68)

C I T Y O F P A R K V I L L E
REVENUE AND EXPENSE REPORT
AS OF: MARCH 31ST, 2023

24 -Brink Meyer Road NID
FINANCIAL SUMMARY

25.00% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>REVENUE SUMMARY</u>						
TAXES	1,678	0.00	1,661.64	99.03	16.36	1,661.64
LICENSES	0	0.00	0.00	0.00	0.00	0.00
INTEREST INCOME	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS IN	230,297	0.00	230,297.00	100.00	0.00	231,982.00
TRANSFERS	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL REVENUES	<u>231,975</u>	<u>0.00</u>	<u>231,958.64</u>	<u>99.99</u>	<u>16.36</u>	<u>233,643.64</u>
<u>EXPENDITURE SUMMARY</u>						
Brink Meyer Road NID	<u>232,202</u>	<u>0.00</u>	<u>213,991.25</u>	<u>92.16</u>	<u>18,210.75</u>	<u>214,673.75</u>
TOTAL EXPENDITURES	<u>232,202</u>	<u>0.00</u>	<u>213,991.25</u>	<u>92.16</u>	<u>18,210.75</u>	<u>214,673.75</u>
EXCESS REVENUES OVER/ (UNDER) EXPENDITURE (	227)	0.00	17,967.39		(18,194.39)	18,969.89

C I T Y O F P A R K V I L L E
REVENUE AND EXPENSE REPORT
AS OF: MARCH 31ST, 2023

30 -Sewer Service Fund
FINANCIAL SUMMARY

25.00% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>REVENUE SUMMARY</u>						
OTHER REVENUE	1,846,563	(26,199.71)	(58,459.35)	3.17-	1,905,022.35	417,396.44
INTEREST INCOME	5,050	31.00	76.17	1.51	4,973.83	350.01
MISCELLANEOUS REVENUE	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS IN	<u>187,500</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>187,500.00</u>	<u>0.00</u>
TOTAL REVENUES	<u>2,039,113</u>	<u>(26,168.71)</u>	<u>(58,383.18)</u>	<u>2.86-</u>	<u>2,097,496.18</u>	<u>417,746.45</u>
<u>EXPENDITURE SUMMARY</u>						
ADMINISTRATIVE	<u>1,983,208</u>	<u>166,550.55</u>	<u>290,419.96</u>	<u>14.64</u>	<u>1,692,788.04</u>	<u>286,094.07</u>
TOTAL EXPENDITURES	<u>1,983,208</u>	<u>166,550.55</u>	<u>290,419.96</u>	<u>14.64</u>	<u>1,692,788.04</u>	<u>286,094.07</u>
EXCESS REVENUES OVER/ (UNDER) EXPENDITURES	55,905	(192,719.26)	(348,803.14)		404,708.14	131,652.38

C I T Y O F P A R K V I L L E
REVENUE AND EXPENSE REPORT
AS OF: MARCH 31ST, 2023

40 -Transportation Fund
FINANCIAL SUMMARY

25.00% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>REVENUE SUMMARY</u>						
TAXES	180,000	0.00	182,366.34	101.31 (	2,366.34)	171,843.50
LICENSES	0	0.00	0.00	0.00	0.00	0.00
SALES TAXES	1,111,000	75,756.02	241,672.50	21.75	869,327.50	187,889.53
OTHER REVENUE	5,000	0.00	0.00	0.00	5,000.00	5,325.00
INTEREST INCOME	0	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS REVENUE	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS IN	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	<u>236,000</u>	<u>19,666.66</u>	<u>58,999.98</u>	<u>25.00</u>	<u>177,000.02</u>	<u>0.00</u>
TOTAL REVENUES	<u>1,532,000</u>	<u>95,422.68</u>	<u>483,038.82</u>	<u>31.53</u>	<u>1,048,961.18</u>	<u>365,058.03</u>
<u>EXPENDITURE SUMMARY</u>						
ADMINISTRATION	0	0.00	0.00	0.00	0.00	0.00
STREET DEPARTMENT	1,676,188	31,968.62	58,688.10	3.50	1,617,499.90	81,795.11
TRANSFERS	<u>66,229</u>	<u>0.00</u>	<u>66,229.00</u>	<u>100.00</u>	<u>0.00</u>	<u>111,940.50</u>
TOTAL EXPENDITURES	<u>1,742,417</u>	<u>31,968.62</u>	<u>124,917.10</u>	<u>7.17</u>	<u>1,617,499.90</u>	<u>193,735.61</u>
EXCESS REVENUES OVER/ (UNDER) EXPENDITURE (	210,417)	63,454.06	358,121.72	(	568,538.72)	171,322.42

C I T Y O F P A R K V I L L E
REVENUE AND EXPENSE REPORT
AS OF: MARCH 31ST, 2023

41 -Park Sales Tax Fund
FINANCIAL SUMMARY

25.00% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>REVENUE SUMMARY</u>						
SALES TAXES	770,000	74,769.56	207,086.61	26.89	562,913.39	157,363.59
MISCELLANEOUS REVENUE	41,000	0.00	0.00	0.00	41,000.00	14,570.00
TRANSFERS IN	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	<u>350,000</u>	<u>29,166.66</u>	<u>87,499.98</u>	<u>25.00</u>	<u>262,500.02</u>	<u>0.00</u>
TOTAL REVENUES	<u>1,161,000</u>	<u>103,936.22</u>	<u>294,586.59</u>	<u>25.37</u>	<u>866,413.41</u>	<u>171,933.59</u>
<u>EXPENDITURE SUMMARY</u>						
ADMIN	20,000	0.00	2,700.00	13.50	17,300.00	0.00
PARKS	729,071	4,684.89	5,999.49	0.82	723,071.51	0.00
TRANSFERS OUT	0	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	<u>478,500</u>	<u>24,096.78</u>	<u>24,719.93</u>	<u>5.17</u>	<u>453,780.07</u>	<u>69,114.42</u>
TOTAL EXPENDITURES	<u>1,227,571</u>	<u>28,781.67</u>	<u>33,419.42</u>	<u>2.72</u>	<u>1,194,151.58</u>	<u>69,114.42</u>
EXCESS REVENUES OVER/ (UNDER) EXPENDITURE (	66,571)	75,154.55	261,167.17		(327,738.17)	102,819.17

C I T Y O F P A R K V I L L E
REVENUE AND EXPENSE REPORT
AS OF: MARCH 31ST, 2023

45 -Fewson Project Fund
FINANCIAL SUMMARY

25.00% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>REVENUE SUMMARY</u>						
LICENSES	0	0.00	0.00	0.00	0.00	0.00
INTEREST INCOME	1,500	121.56	377.66	25.18	1,122.34	895.39
MISCELLANEOUS REVENUE	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS IN	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	1,500	121.56	377.66	25.18	1,122.34	895.39
	=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
GENERAL	24,019	9.75	31.25	0.13	23,987.75	42.50
TOTAL EXPENDITURES	24,019	9.75	31.25	0.13	23,987.75	42.50
	=====	=====	=====	=====	=====	=====
EXCESS REVENUES OVER/ (UNDER) EXPENDITURE (	22,519)	111.81	346.41		(22,865.41)	852.89

C I T Y O F P A R K V I L L E
REVENUE AND EXPENSE REPORT
AS OF: MARCH 31ST, 2023

46 -Guest Room Tax Fund
FINANCIAL SUMMARY

25.00% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>REVENUE SUMMARY</u>						
TAXES	58,000	2,296.42	15,390.26	26.53	42,609.74	1,784.27
PERMITS	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL REVENUES	<u>58,000</u>	<u>2,296.42</u>	<u>15,390.26</u>	<u>26.53</u>	<u>42,609.74</u>	<u>1,784.27</u>
<u>EXPENDITURE SUMMARY</u>						
GENERAL	<u>75,000</u>	<u>1,682.64</u>	<u>4,146.80</u>	<u>5.53</u>	<u>70,853.20</u>	<u>0.00</u>
TOTAL EXPENDITURES	<u>75,000</u>	<u>1,682.64</u>	<u>4,146.80</u>	<u>5.53</u>	<u>70,853.20</u>	<u>0.00</u>
EXCESS REVENUES OVER/ (UNDER) EXPENDITURE (	17,000)	613.78	11,243.46		(28,243.46)	1,784.27

C I T Y O F P A R K V I L L E
REVENUE AND EXPENSE REPORT
AS OF: MARCH 31ST, 2023

60 -Nature Sanctuary Fund
FINANCIAL SUMMARY

25.00% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>REVENUE SUMMARY</u>						
DONATIONS	10,000	570.00	2,595.00	25.95	7,405.00	1,964.04
TRANSFERS	<u>63,000</u>	<u>5,250.00</u>	<u>15,750.00</u>	<u>25.00</u>	<u>47,250.00</u>	<u>0.00</u>
TOTAL REVENUES	<u>73,000</u>	<u>5,820.00</u>	<u>18,345.00</u>	<u>25.13</u>	<u>54,655.00</u>	<u>1,964.04</u>
<u>EXPENDITURE SUMMARY</u>						
GENERAL	<u>94,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>94,000.00</u>	<u>0.00</u>
TOTAL EXPENDITURES	<u>94,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>94,000.00</u>	<u>0.00</u>
EXCESS REVENUES OVER/ (UNDER) EXPENDITURE (	21,000)	5,820.00	18,345.00		(39,345.00)	1,964.04

C I T Y O F P A R K V I L L E
REVENUE AND EXPENSE REPORT
AS OF: MARCH 31ST, 2023

66 -Veterans Memorial Fund
FINANCIAL SUMMARY

25.00% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>REVENUE SUMMARY</u>						
DONATIONS	40,000	0.00	1,000.00	2.50	39,000.00	6,050.00
INTEREST INCOME	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL REVENUES	<u>40,000</u>	<u>0.00</u>	<u>1,000.00</u>	<u>2.50</u>	<u>39,000.00</u>	<u>6,050.00</u>
<u>EXPENDITURE SUMMARY</u>						
GENERAL	<u>124,829</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>124,829.00</u>	<u>200.00</u>
TOTAL EXPENDITURES	<u>124,829</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>124,829.00</u>	<u>200.00</u>
EXCESS REVENUES OVER/ (UNDER) EXPENDITURE (	84,829)	0.00	1,000.00		(85,829.00)	5,850.00

C I T Y O F P A R K V I L L E
REVENUE AND EXPENSE REPORT
AS OF: MARCH 31ST, 2023

68 -American Rescue Plan
FINANCIAL SUMMARY

25.00% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>REVENUE SUMMARY</u>						
MISCELLANEOUS REVENUE	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>6,963.01</u>
TOTAL REVENUES	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>6,963.01</u>
<u>EXPENDITURE SUMMARY</u>						
GENERAL	500,000	0.00	500,000.00	100.00	0.00	325,000.00
RT 9 6TH STREET	0	0.00	0.00	0.00	0.00	0.00
ASPHALT OVERLAY	0	0.00	0.00	0.00	0.00	0.00
CITY HALL RECEPTION	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL EXPENDITURES	<u>500,000</u>	<u>0.00</u>	<u>500,000.00</u>	<u>100.00</u>	<u>0.00</u>	<u>325,000.00</u>
EXCESS REVENUES OVER/ (UNDER) EXPENDITURE (	500,000)	0.00	(500,000.00)		0.00	(318,036.99)

C I T Y O F P A R K V I L L E
REVENUE AND EXPENSE REPORT
AS OF: MARCH 31ST, 2023

95 -Capital Projects Fund
FINANCIAL SUMMARY

25.00% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>REVENUE SUMMARY</u>						
OTHER REVENUE	0	1,398,581.96	1,398,581.96	0.00	(1,398,581.96)	1,310,918.04
COURT REVENUE	500,000	0.00	0.00	0.00	500,000.00	325,000.00
INTEREST INCOME	0	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS REVENUE	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	500,000	1,398,581.96	1,398,581.96	279.72	(898,581.96)	1,635,918.04
	=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
GENERAL	0	0.00	0.00	0.00	0.00	0.00
PUBLIC WORKS	0	23,142.80	22,205.50	0.00	(22,205.50)	216,522.77
STREETS	0	0.00	0.00	0.00	0.00	0.00
PARKS	0	0.00	0.00	0.00	0.00	0.00
IT	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0	23,142.80	22,205.50	0.00	(22,205.50)	216,522.77
	=====	=====	=====	=====	=====	=====
EXCESS REVENUES OVER/ (UNDER) EXPENDITURES	500,000	1,375,439.16	1,376,376.46		(876,376.46)	1,419,395.27

C I T Y O F P A R K V I L L E
REVENUE AND EXPENSE REPORT
AS OF: MARCH 31ST, 2023

96 -Major Project in Progress
FINANCIAL SUMMARY

25.00% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>REVENUE SUMMARY</u>						
TAXES	215,000	0.00	147,000.00	68.37	68,000.00	189,716.11
INTEREST INCOME	0	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS REVENUE	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS IN	<u>66,229</u>	<u>0.00</u>	<u>66,229.00</u>	<u>100.00</u>	<u>0.00</u>	<u>55,690.50</u>
TOTAL REVENUES	<u>281,229</u>	<u>0.00</u>	<u>213,229.00</u>	<u>75.82</u>	<u>68,000.00</u>	<u>245,406.61</u>
<u>EXPENDITURE SUMMARY</u>						
GENERAL	<u>212,200</u>	<u>0.00</u>	<u>186,100.00</u>	<u>87.70</u>	<u>26,100.00</u>	<u>412,478.33</u>
TOTAL EXPENDITURES	<u>212,200</u>	<u>0.00</u>	<u>186,100.00</u>	<u>87.70</u>	<u>26,100.00</u>	<u>412,478.33</u>
EXCESS REVENUES OVER/ (UNDER) EXPENDITURES	69,029	0.00	27,129.00		41,900.00 (	167,071.72)



Finance Committee Meeting
Monday, April 10, 2023 4:30 PM
Administration Conference Room, City Hall

Minutes

1. Call to Order

The meeting was called to order at 4:30 p.m.. A quorum was present.

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

City Staff Present: City Administrator Alexa Barton, Assistant City Administrator Jeffery Rhodes, Police Chief Kevin Chrisman (via videoconference), Public Works Director Dan Harper, Interim Finance Director Bryan Kidney, Community Development Director Stephen Lachky (via videoconference), Parks & Recreation Director Brittanie Propes and City Clerk Melissa McChesney

2. Financial Updates

A. 2022 Year-End Unaudited Financial Update

Interim Finance Director Bryan Kidney provided an overview of the 2022 year-end unaudited report.

3. Action Items

A. Appoint a Chair of the Finance Committee

Bob Bennett nominated Douglas Wylie as vice chair.

Bob Bennett moved to appoint Douglas Wylie as Chair of the Finance Committee. Philip Wassmer seconded; motion passed 4-0.

B. Appoint a Vice Chair of the Finance Committee

Douglas Wylie nominated Bob Bennett to serve as the Vice Chair.

Douglas Wylie moved to appoint Bob Bennett as Vice Chair of the Finance Committee. Philip Wassmer seconded; motion passed 4-0.

C. Approve the minutes for the March 27, 2023, meeting

Wylie moved to approve the minutes for the March 27, 2023, meeting. Bennett seconded; motion passed 4-0.

D. Approve a proclamation to close City Hall on Monday, July 3

Wylie moved to recommend that the Board of Aldermen issue a proclamation closing City Hall on Monday, July 3, 2023, for the Independence Day holiday. Bennett seconded; motion passed 4-0.

4. Non-Action Items

A. **Business License Penalties Municipal Code Update**

City Administrator Alexa Barton stated that the proposed amendment would tighten up the renewal timeframe and issue code enforcement citations for non-compliance. She noted that she and Police Chief Kevin Chrisman would visit the businesses that had not renewed their business license.

B. **Overview of 2023 Pavement Projects**

Public Works Director Dan Harper provided a detailed overview of pavement projects tentatively planned for 2023; presentation attached as Exhibit A.

C. **Outline for Farmers Market Demolition**

City Administrator Alexa Barton said that staff was able to negotiate with CR England and the document would be released and a payment received.

Parks and Recreation Director Brittanie Propes said that Park Superintendent Tom Barnard was working on obtaining quotes to remove the damaged farmers market structure, which included asbestos abatement and removal of the concrete pillars. Barton said that she believed at a minimum the building would be removed before Parkville Microbrew Fest on April 22. The delay in completing the insurance claim through negotiations netted an additional \$100,000 approximately. She noted that it was great news that the City was able to settle with the insurance companies and the next week the damaged structure was removed.

Barton added that staff would be requesting that the Platte County parks grant for the ball fields in Platte Landing Park be transferred to the farmers market, which was still for a park purpose, but a different use of the \$1 million grant.

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

6. **Other Business**

City Administrator Alexa Barton stated that the City would be receiving a letter from Todd DeMint, Meyers Funeral Chapel, to have the Creekside Cemetery endowed in order to start selling plots.

7. **Adjourn**

Chair Wylie adjourned the meeting at 5:28 p.m.

Submitted by:

Melissa McChesney
City Clerk

Approval Date

ITEM 3.B.

For 5/8/2023

Board of Aldermen - Finance Committee Meeting

CITY OF PARKVILLE

Policy Report

Date: April 21, 2023

Prepared By:

Michelle Hefley Treasurer

Reviewed By:

Alexa Barton, City Administrator

ISSUE:

Approve the semi-annual financial report for the second half of 2022 and direct City Administration to publish (Administration)

BACKGROUND:

Both state statute and City ordinance require the City Treasurer to produce a semi-annual financial report that summarizes revenues and expenses for a six-month period. The last report was produced in August for the first half of 2022. The semi-annual report for the second half of 2022 is ready for review and publication in a local newspaper as required by law.

The report includes all revenues and expenditures that are expected to be credited and charged to the second half of 2022. To reduce publication costs, an abbreviated version of the report will be published in the newspaper, but it will direct readers to the City's website for additional information. The City Treasurer has prepared an expanded version of the report for the website that includes additional information.

BUDGET IMPACT:

The cost of publication in the newspaper will be funded from the Administration Division (501) of the General Fund (10).

ALTERNATIVES:

1. Approve the semi-annual financial report for the second half of 2022 and direct City Administration to publish.
2. Do not approve the report and provide further direction to staff.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approval of the semi-annual financial report for the second half of 2022 and direct City Administration to publish.

POLICY:

Section 130.090 of the Parkville Municipal Code requires the City Treasurer to furnish to the Board of Aldermen a semi-annual report in January and July each year of the amount of money received on account of the City during the half year, from what sources received, and the amount of money disbursed, and on what account, and the balance in his hands to the credit of the City. Section 105.130 of the Parkville Municipal Code requires the Board of Aldermen to publish the semi-annual report in some newspaper in the City. The sections of Code that require the production and

publication of a six-month report are based on corresponding sections of Missouri statutes (RSMo 79.160 and 79.165).

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve the semi-annual financial report for the second half of 2022 and direct City Administration to publish.

ATTACHMENTS:

1. Semi-Annual Report (Publication Version)
2. Semi-Annual Report (Detailed Version)

City of Parkville, Missouri
Semi-Annual Report
July 1 through December 31, 2022

General Fund

Revenue	2,848,211
Expenditures	3,036,081
Revenue, net of Expenditures	<u>(187,870)</u>

Enterprise Fund-Sewer Utility

Revenue	933,712
Expenditures	1,156,496
Revenue, net of Expenditures	<u>(222,784)</u>

Debt Service Funds

Revenue	145,135
Expenditures	89,799
Revenue, net of Expenditures	<u>55,336</u>

Special Revenue Funds

Revenue	2,271,363
Expenditures	3,657,171
Revenue, net of Expenditures	<u>(1,385,808)</u>

Debt of City of Parkville, December 31, 2022

Certificates of Participation	3,861,609
Sewer Utility	370,000
Neighborhood Improvement Districts (NID's)	6,245,000
Total Debt	<u>10,476,609</u>

For additional information, visit www.parkvillemo.gov

City of Parkville, Missouri
Semi-Annual Report
January 1 through December 31, 2022

General Fund

Revenue	
Taxes	1,475,432
Licenses	66,279
Permits	480,231
Franchise Fees	864,069
Sales Taxes	1,369,795
Other Revenue	37,417
Court Revenue	47,578
Interest Income	71,680
Grants and Miscellaneous Revenue	967,639
Transfers In	667,436
Total Revenue	6,047,556
Expenditures	
Administration	1,865,289
Police Department	1,555,264
Municipal Court	132,456
Public Works	334,603
Community Development	383,770
Street Department	528,174
Parks Department	487,245
Nature Sanctuary	69,734
Public Information	34,204
Information Technology	73,311
Capital Outlay	141,323
Total Expenditures	5,605,373
Net Revenues in Excess of Expenditures	442,183
Funds Carried Forward for current year	1,194,820
Revenue & Carryover, net of Expenditures	1,637,003

Enterprise Fund - Sewer Utility

Revenue	1,716,282
Expenditures	1,925,494
Funds Carried Forward for current year	-
Revenue & Carryover, net of Expenditures	(209,212)

Debt Service Funds

Revenue	1,494,732
Expenditures	1,444,177
Revenue, net of Expenditures	50,555

Reserved and Restricted Funds

Revenue	5,647,377
Expenditures	5,938,392
Revenue, net of Expenditures	(291,015)

Debt of the City of Parkville, December 31, 2022

Certificates of Participation	3,861,609
Sewer Utility	370,000
Neighborhood Improvement Districts (NIDs)	6,245,000
Total Debt	10,476,609

¹ NID debt payments are a valid and legally binding indebtedness of the City payable from special assessments on properties benefitted by the improvements.

Submitted by Michelle Hefley, Treasurer

CITY OF PARKVILLE

Policy Report

Date: May 3, 2023

Prepared By:

Daniel Harper, Public Works Director

Reviewed By:

Alexa Barton, City Administrator

ISSUE:

Approve a construction agreement with Terry Snelling Construction for the 2023 Curb Replacement Program (Public Works)

BACKGROUND:

The agreement is for routine annual maintenance of curbs throughout the city that includes the removal of curbs that have been damaged past the point of regular maintenance and are now required to be replaced with new curbs. There were five companies that provided bids for this project; Terry Snelling Construction Inc. was selected based upon the lowest bid.

Areas will include Ensign Drive, Park Street, River Hills Drive, 66th Street (Thousand Oaks), Apple Blossom Lane (National) and Sunset Drive, Meadowlake South and Quail Ridge (Riss Lake).

BUDGET IMPACT:

This project covers a portion of the Curb & Sidewalk replacement program that was budgeted for \$100,000 for FY 23 as a Capital Outlay under the Transportation Fund.

ALTERNATIVES:

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

STAFF RECOMMENDATION:

Staff recommends approving the agreement with Terry Snelling Construction for curb replacement.

POLICY:

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

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve a construction agreement with Terry Snelling Construction for the 2023 Curb Replacement Program in the amount of \$85,025.

ATTACHMENTS:

1. Detailed Bid Tabulation
2. Agreement

BID TABULATION

2023 Concrete Curb Repair & Replacement Program

Bid Opening Tuesday, April 11, 2023

9:35 a.m., Public Works Conference Room

Terry Snelling Construction Inc., Independence, MO

<u>Description</u>	<u>Units</u>	<u>Unit price</u>	<u>Total item price</u>
CG-1 Concrete Curb Removal and Replacement	300 Lineal Ft.	\$44.75	\$13,425.00
CG-2 Concrete Curb Removal and Replacement	1,600 Lineal Ft.	\$44.75	\$71,600.00
Total			85,025.00

JD Bishop Construction LLC, Chillicothe, MO

<u>Description</u>	<u>Units</u>	<u>Unit price</u>	<u>Total item price</u>
CG-1 Concrete Curb Removal and Replacement	300 Lineal Ft.	\$70.00	\$21,000.00
CG-2 Concrete Curb Removal and Replacement	1,600 Lineal Ft.	\$70.00	\$112,000.00
Total			\$133,000.00

Precision Construction & Contracting, LLC - DBA PCC

<u>Description</u>	<u>Units</u>	<u>Unit price</u>	<u>Total item price</u>
CG-1 Concrete Curb Removal and Replacement	300 Lineal Ft.	\$56.00	\$16,800.00
CG-2 Concrete Curb Removal and Replacement	1,600 Lineal Ft.	\$56.00	\$89,600.00
Total			\$106,400.00

McConnell & Associates, N. KCMO

<u>Description</u>	<u>Units</u>	<u>Unit price</u>	<u>Total item price</u>
CG-1 Concrete Curb Removal and Replacement	300 Lineal Ft.	\$61.00	\$18,300.00
CG-2 Concrete Curb Removal and Replacement	1,600 Lineal Ft.	\$65.50	\$104,800.00
Total			123,100.00

TanTyTum Contractors, LLC, KCMO

<u>Description</u>	<u>Units</u>	<u>Unit price</u>	<u>Total item price</u>
CG-1 Concrete Curb Removal and Replacement	300 Lineal Ft.	\$62.00	\$18,600.00
CG-2 Concrete Curb Removal and Replacement	1,600 Lineal Ft.	\$60.00	\$96,000.00
Total			114,600.00

(*) Recommended Award of Purchase

CITY OF PARKVILLE, MO

**AGREEMENT BETWEEN CITY OF PARKVILLE
AND TERRY SNELLING CONSTRUCTION, INC.
FOR**

2023 CONCRETE CURB REPAIR AND REPLACEMENT PROGRAM

This agreement is made and entered into this 16th day of May, 2023, by and between the City of Parkville, Missouri, (hereinafter the "City") and **TERRY SNELLING CONSTRUCTION INC.** (hereinafter the "Contractor").

WITNESSETH:

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and evaluated the Bids submitted, and as a result of this process has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly selected the Contractor for award of a contract therefor upon the terms and conditions set forth in this Agreement for the sum or sums stated below.

WHEREAS, the City has caused to be prepared, in accordance with the law, Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other documents as identified below and as further defined in the General Conditions (collectively referred to as "the Contract Documents"), for the work therein described, and has approved and adopted these said Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for furnishing construction materials, labor, tools, equipment and transportation necessary for, and in connection with, the construction of public improvements in accordance with the terms of this Agreement; and

WHEREAS, the Contractor, in response to the advertisement, has submitted to the City, in the manner and at the time specified, a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and evaluated the Bids submitted, and as a result of this evaluation has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly selected the Contractor for award of a contract therefor upon the terms and conditions set forth in this Agreement for the sum or sums set forth below.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors and the Contractor for itself, its, successors and assigns, as follows:

ARTICLE I. The Contractor will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work designated, described and required by the Contract Documents,

1,900 lineal feet of CG-1 and CG-2 Curb & Gutter Removal and Replacement

Work Timeframe:

The work will commence once the City issues a notice-to-proceed and the Board of Aldermen have approved the contract. This is a 60 calendar day project from Notice to Proceed.

Sequence of Work:

The Contractor shall sequence work in such a way as to minimize disruptions to the general public. Work hours shall be restricted to 7 a.m. to 5 p.m. Monday-Friday unless approved otherwise. Flyers shall be hand delivered to all affected residents with information about when the work will be done, what the work involves, who is completing the work, and a contact person for questions. Two sets of flyers shall be completed, one at the beginning of the project with the estimated timeframe and another at least 24 hours in advance of work.

Environmental and Safety Requirements:

The project shall comply with all local, state, and federal regulations, including but not limited to EPA, OSHA, and Missouri clean water and clean air requirements.

Material & Construction Specifications:

The material and construction shall follow the KC-APWA specifications as currently adopted. The concrete shall be MCIB Mix No WA 610-1-4 (4500psi, 3" max. slump, 1" max coarse aggregate size). All concrete shall be cured using an approved curing compound and shall be applied liberally. The City will provide and pay for material testing by a third party. Construction shall follow current KC-APWA standards.

Concrete Caulk (MP1) shall be applied on all expansion joints where the curb meets the driveway.

Traffic Control:

Traffic Control shall meet all requirements as outlined in the current edition of the Manual for Uniform Traffic Control devices (MUTCD). Traffic control shall be considered subsidiary to other bid items. Any work not specifically outlined, but required shall be considered subsidiary to other bid items.

all in accordance with the Contract Documents, on file with the City Clerk of Parkville, Missouri, all of which are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Missouri and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. The City shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of **EIGHTY-FIVE THOUSAND TWENTY-FIVE DOLLARS AND NO/100 (\$85,025.00)** (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

ARTICLE III. The contractor shall commence work upon the date stated in the Notice to Proceed and will complete all work by this Contract by 60 days. Time is of the essence. Accordingly, liquidated damages shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in the amount of \$100.00 for each and every calendar day the work remains incomplete over the specified completion time.

ARTICLE IV. This Agreement shall not become effective, nor shall Contractor commence any work hereunder, until the City has received, and approved, the Certificate of Insurance and Additional Insured-and Notice of Cancellation Endorsements, the fully executed Performance and Payment Bonds with Powers of Attorney, and the list of proposed Subcontractors from Contractor.

ARTICLE V. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Missouri.

ARTICLE VI: The following documents are made part of this agreement by reference:

Exhibit A	General Conditions of the Contract
Exhibit A-1	Special Conditions of the Contract
Exhibit B-1	Performance Bond
Exhibit B-2	Payment Bond
Exhibit B-3	Maintenance Bond
Exhibit C	Scope of Project
Exhibit D	Not Applicable
Exhibit E	Contractor's Affidavit Acknowledging Federal Lobbying Activities and Conflict of Interest Prohibition
Exhibit F	Sales tax exemption documentation forms
Exhibit G	Contractor's Affidavit of Compliance with Non-Discrimination and Equal Employment Opportunity Laws
Exhibit H	Affidavit of Compliance with Safety Training Requirements (§292.675 R.S. Mo.)
Exhibit I	Affidavit of Compliance with R.S. Mo §285.530.6
Exhibit J-1	Applicable Missouri Prevailing Wage Rates if Project Total Exceeds \$75,000
Exhibit J-2	Prevailing Wage Rate Reporting Form
Exhibit J-3	Certification of Compliance with Prevailing Wage Requirements
Exhibit K	Insurance Requirements
Exhibit L	Bill of Sale
Exhibit M	Bailment Agreement
Exhibit N	Conditional Partial Waiver of Lien and Release of Claims
Exhibit O	Conditional Final Waiver of Lien and Release of Claims
	Certificate of Substantial Completion
	Certificate of Final Completion
	Construction Change Directive
	Change Order

WITNESS WHEREOF, the City of Parkville, Missouri, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed this contract in the prescribed form and manner, the day and year first above written.

CITY OF PARKVILLE, MISSOURI

By: _____
Dean Katerndahl, Mayor

ATTEST:

Melissa McChesney, City Clerk



TERRY SNELLING CONSTRUCTION, INC.

By _____
Title _____
President

(If the Contract is not executed by the President of the Corporation or general partner of the partnership, please provide documentation, which authorizes the signatory to bind the corporation or partnership. If a corporation, Contractor shall furnish the City a current certificate of good standing, dated within ten (10) days of the date of this Contract.)

CITY OF PARKVILLE

Policy Report

Date: May 3, 2023

Prepared By:

Daniel Harper, Public Works Director

Reviewed By:

Alexa Barton, City Administrator

ISSUE:

Approve a construction agreement with Asphaltic Surfaces for the 2023 Mill & Overlay Program (Public Works)

BACKGROUND:

This contract is for routine annual maintenance of asphalt pavement throughout the city that includes the milling and overlay of the surface asphalt that has been damaged due to regular use and full depth patching of asphalt in areas where the pavement structure can no longer be maintained without replacement. There were five companies that provided bids for this project; Asphaltic Surfaces was selected based upon the lowest bid.

Proposed Project Areas – Subject to Change Areas of 2" Overlay Ensign Drive 66th Street White Tail Way (North Cul-De-Sac) Park Street Main Street Railroad Tracks (N) Main Street Railroad Tracks (S) East Street Railroad Tracks (N) East Street Railroad Tracks (S) Main Street Alley Apple Blossom Clearwater Point Cul-De-Sac Meadowlake South N. National Roundabout Greenbriar Fieldstone Ballymore Areas of Full Depth Patch 66th Street at Burr Oak 66th Street 14924 66th Street at White Tail Way 66th Street West of White Tail Thousand Oaks Drive River Hills Place

Attached Work Timeframe: The work will commence once the City issues a notice-to-proceed and the Board of Aldermen have approved the contract. This is a 90 calendar day project from Notice to Proceed. Sequence of Work: The Contractor shall sequence work in such a way as to minimize disruptions to the general public. Work hours shall be restricted to 7 a.m. to 5 p.m. Monday-Friday unless approved otherwise.

BUDGET IMPACT:

This project fulfills the budgeted Asphalt Overlay Program that was budgeted for \$350,000 for FY 23 as a Capital Outlay under the Transportation Fund.

ALTERNATIVES:

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

STAFF RECOMMENDATION:

Staff recommends approval of the contract awarded to Asphaltic Surfaces in the amount of \$318,122.50.

POLICY:

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

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve a construction agreement with Asphaltic Surfaces for the 2023 Mill & Overlay Program in the amount of \$318,122.50.

ATTACHMENTS:

1. Bid Tabulation
2. Agreement

BID TABULATION

2023 Mill & Overlay Project
 Bid Opening Tuesday, April 18, 2023
 10:05 a.m., Public Works Conference Room

<i>Bidder Name</i>	<i>BASE TOTAL</i>	<i>ALTERNATE VIRGIN MIX</i>	<i>ALTERNATE 1</i>	<i>ALTERNATE 2</i>
* Asphaltic Surfaces Independence, MO	318,122.50	64.00 per ton	26,500.00	5,000.00
Barkley Asphalt Liberty, MO	338,800.00	53,000.00	96.00 Per Ton	106.00 Per Ton
Little Joe's Asphalt, Inc. Bonner Springs, KS	471,850.00	Add 13.00 per ton	125.00 per ton	139.00 Per Ton
Metro Asphalt, Inc. Independence, MO	418,407.50		105.05 per ton	168.00 Per Ton
Phillips Paving Co., Inc. KCMO	334,807.51	98.45 Per Ton	98.45 Per Ton	123.75 Per Ton

(*) Recommended Award of Purchase

CITY OF PARKVILLE, MO

AGREEMENT BETWEEN CITY OF PARKVILLE AND ASPHALTIC SURFACES FOR **2023 MILL AND OVERLAY PROGRAM**

This agreement is made and entered into this 2nd day of May, 2023, by and between the City of Parkville, Missouri, (hereinafter the "City") and Asphaltic Surfaces (hereinafter the "Contractor").

WITNESSETH:

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and evaluated the Bids submitted, and as a result of this process has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly selected the Contractor for award of a contract therefor upon the terms and conditions set forth in this Agreement for the sum or sums stated below.

WHEREAS, the City has caused to be prepared, in accordance with the law, Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other documents as identified below and as further defined in the General Conditions (collectively referred to as "the Contract Documents"), for the work therein described, and has approved and adopted these said Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for furnishing construction materials, labor, tools, equipment and transportation necessary for, and in connection with, the construction of public improvements in accordance with the terms of this Agreement; and

WHEREAS, the Contractor, in response to the advertisement, has submitted to the City, in the manner and at the time specified, a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and evaluated the Bids submitted, and as a result of this evaluation has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly selected the Contractor for award of a contract therefor upon the terms and conditions set forth in this Agreement for the sum or sums set forth below.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors and the Contractor for itself, its successors and assigns, as follows:

ARTICLE I. The Contractor will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work designated, described and required by the Contract Documents,

25,000 square yards 2" Full Width, Edge & Header Milling
2,650 tons of 2" Asphalt Overlay (**Type III Recycled Surface Mix**)
1,100 Sq. Yds. Full Depth Asphalt Removal
500 tons Full Depth Asphalt Patching

Work Timeframe:

The work will commence once the City issues a notice-to-proceed and the Board of Aldermen have approved the contract. This is a 90 calendar day project from Notice to Proceed.

Sequence of Work:

The Contractor shall sequence work in such a way as to minimize disruptions to the general public. Work hours shall be restricted to 7 a.m. to 5 p.m. Monday-Friday unless approved otherwise. Flyers shall be hand delivered to all affected residents with information about when the work will be done, what the work involves, who is completing the work, and a contact person for questions. Two sets of flyers shall be completed, one at the beginning of the project with the estimated timeframe and another at least 24 hours in advance of work.

Environmental and Safety Requirements:

The project shall comply with all local, state, and federal regulations, including but not limited to EPA, OSHA, and Missouri clean water and clean air requirements.

Material & Construction Specifications:

The material and construction shall follow the KC-APWA specifications as currently adopted. The asphalt shall be, APWA Type III, Recycled Asphalt Surface Mix. The City will provide and pay for material testing by a third party. Construction shall follow current KC-APWA standards.

Traffic Control:

Traffic Control shall meet all requirements as outlined in the current edition of the Manual for Uniform Traffic Control devices (MUTCD). Traffic control shall be considered subsidiary to other bid items. Any work not specifically outlined, but required shall be considered subsidiary to other bid items.

all in accordance with the Contract Documents, on file with the City Clerk of Parkville, Missouri, all of which are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Missouri and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. The City shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefore, the sum of

THREE HUNDRED EIGHTEEN THOUSAND ONE HUNDRED TWENTY-TWO & 50/100 DOLLARS

(\$318,122.50) (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

ARTICLE III. The contractor shall commence work upon the date stated in the Notice to Proceed and will complete all work by this Contract by 90 days. Time is of the essence. Accordingly, liquidated damages shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in the amount of \$100.00 for each and every calendar day the work remains incomplete over the specified completion time.

ARTICLE IV. This Agreement shall not become effective, nor shall Contractor commence any work hereunder, until the City has received, and approved, the Certificate of Insurance and Additional Insured-and Notice of Cancellation Endorsements, the fully executed Performance and Payment Bonds with Powers of Attorney, and the list of proposed Subcontractors from Contractor.

ARTICLE V. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Missouri.

ARTICLE VI: The following documents are made part of this agreement by reference:

Exhibit A	General Conditions of the Contract
Exhibit A-1	Special Conditions of the Contract
Exhibit B-1	Performance Bond
Exhibit B-2	Payment Bond
Exhibit B-3	Maintenance Bond
Exhibit C	Project Scope
Exhibit D	Specifications included in Project Scope
Exhibit E	Contractor's Affidavit Acknowledging Federal Lobbying Activities and Conflict of Interest Prohibition
Exhibit F	Sales tax exemption documentation forms
Exhibit G	Contractor's Affidavit of Compliance with Non-Discrimination and Equal Employment Opportunity Laws
Exhibit H	Affidavit of Compliance with Safety Training Requirements (§292.675 R.S. Mo.)
Exhibit I	Affidavit of Compliance with R.S. Mo §285.530.6
Exhibit J-1	Applicable Missouri Prevailing Wage Rates - Applicable for Contracts Exceeding \$75,000
Exhibit J-2	Prevailing Wage Rate Reporting Form – Applicable for Contracts Exceeding \$75,000
Exhibit J-3	Certification of Compliance with Prevailing Wage Requirements - Applicable for Contracts Exceeding \$75,000
Exhibit K	Insurance Requirements
Exhibit L	Bill of Sale
Exhibit M	Bailment Agreement
Exhibit N	Conditional Partial Waiver of Lien and Release of Claims
Exhibit O	Conditional Final Waiver of Lien and Release of Claims
	Certificate of Substantial Completion
	Certificate of Final Completion
	Construction Change Directive
	Change Order

WITNESS WHEREOF, the City of Parkville, Missouri, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed this contract in the prescribed form and manner, the day and year first above written.

CITY OF PARKVILLE, MISSOURI

By: _____

Dean Katerndahl, Mayor

ATTEST:

Melissa McChesney, City Clerk

ASPHALTIC SURFACES

By _____

(SEAL)

Title _____

(If the Contract is not executed by the President of the Corporation or general partner of the partnership, please provide documentation, which authorizes the signatory to bind the corporation or partnership. If a corporation, Contractor shall furnish the City a current certificate of good standing, dated within ten (10) days of the date of this Contract.)

CITY OF PARKVILLE

Policy Report

Date: May 3, 2023

Prepared By:

Brittanie Propes, Parks & Recreation Director

Reviewed By:

Alexa Barton, City Administrator

ISSUE:

Approve a purchase order with Heritage Tractor for a 2023 John Deere Gator XUV835M (Parks)

BACKGROUND:

In order for Parks maintenance staff to properly manage the growing day-to-day maintenance of the parks, facilities and trails, and to better serve the special event coordinators and parks reservations, an additional UTV is necessary to add to the vehicle inventory. Parks Superintendent Tom Barnard researched different styles and brands of UTVs and concluded that the John Deere Gator XUV835M would best meet their needs. This item is under the Sourcewell Grounds Maintenance government bid assistance program; meaning, it is part of a cooperative bid program. The total cost is 27,462.38.

BUDGET IMPACT:

There is \$30,000 budgeted in the 2023 Parks and Recreation Capital Improvement Program. The cost of the 2023 John Deere Gator is under budget at \$27,462.38.

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 approving the purchase to add a John Deere Gator for the necessary work equipment/vehicles to the Parks and Recreation Department

POLICY:

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

SUGGESTED MOTION:

I move to recommend the Board of Alderman approve a purchase order with Heritage Tractor Inc. to purchase a 2023 John Deere Gator in the amount of \$27,462.38.

ATTACHMENTS:

1. Purchase Order
2. Quote

PURCHASE ORDER
(non-construction)

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

Date: May 16, 2023

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

VENDOR HERITAGE TRACTOR, INC.

1300 S. US-169 HWY.

Smithville, MO 64089

Phone: 816-873-3385

Email: dmontgomeryi@heritagetractor.com

SHIP TO:

INVOICE TO: Brittanie Propes, 8880 Clark Ave., Parkville, MO 64152

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

Vendor agrees to furnish following goods in accordance with the terms and provisions of this Purchase Order Agreement consisting of 6 pages including attachments. Purchaser agrees to pay the total sum of **TWENTY-SEVEN THOUSAND FOUR HUNDRED SIXTY-TWO DOLLARS AND NO/100 38/100 (\$27,462.38)** 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 24, 2024.

ITEMS:

Equipment Summary

JOHN DEERE GATOR™ XUV835M
HVAC (Model Year 2023)

\$27,462.38

Sourcewell Grounds Maintenance 031121-DAC (PG
NB CG 70)

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

SCHEDULE OF DELIVERY:

F.O.B.

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")

HERITAGE TRACTOR, INC. ("Vendor")

By: _____

By: _____

Title: _____

Title: DEAN KATERNDAHL, MAYOR

Date: _____

Date: _____

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- ☐ 2000 John Deere Run
Cary, NC 27513
- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address (no PO box)
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- ☐ Membership number if required by the contract

For any questions, please contact:

Dylan Montgomery

Heritage Tractor, Inc.
1300 S. Us-169 Highway
Smithville, MO 64089

Tel: 816-873-3385

Email: dmontgomery@heritagetractor.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

Quote Id: 28669900

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Heritage Tractor, Inc.
1300 S. Us-169 Highway
Smithville, MO 64089
816-873-3385
hti@heritagetractor.com

Prepared For:
City Of Parkville



Proposal For:
City Of Parkville

Delivering Dealer:

Dylan Montgomery

Heritage Tractor, Inc.
1300 S. Us-169 Highway
Smithville, MO 64089

hti@heritagetractor.com

Quote Prepared By:

Dylan Montgomery
dmontgomery@heritagetractor.com

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Heritage Tractor, Inc.
1300 S. Us-169 Highway
Smithville, MO 64089
816-873-3385
hti@heritagetractor.com

Quote Summary

Prepared For:

City Of Parkville
MO

Delivering Dealer:

Heritage Tractor, Inc.
Dylan Montgomery
1300 S. Us-169 Highway
Smithville, MO 64089
Phone: 816-873-3385
dmontgomery@heritagetractor.com

Tom- 8162154047
Tom: tbarnard@parkvillemo.gov

Quote ID: 28669900
Created On: 24 April 2023
Last Modified On: 24 April 2023
Expiration Date: 24 May 2023

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE GATOR™ XUV835M HVAC (Model Year 2023) Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) Price Effective Date: April 21, 2023	\$ 31,933.00	\$ 27,462.38 X	1 =	\$ 27,462.38
JOHN DEERE GATOR™ XUV835R (Model Year 2023) Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) Price Effective Date: April 21, 2023	\$ 34,400.00	\$ 29,584.00 X	1 =	\$ 29,584.00
Equipment Total				\$ 57,046.38

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 57,046.38
Trade In	
SubTotal	\$ 57,046.38
Est. Service Agreement Tax	\$ 0.00
Total	\$ 57,046.38
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 57,046.38

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Heritage
TRACTOR

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Heritage Tractor, Inc.
1300 S. Us-169 Highway
Smithville, MO 64089
816-873-3385
hti@heritagetractor.com

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 28669900

Customer Name:
ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Heritage Tractor, Inc.
1300 S. Us-169 Highway
Smithville, MO 64089
816-873-3385
hti@heritagetractor.com

JOHN DEERE GATOR™ XUV835M HVAC (Model Year 2023)

Hours:
Suggested List *
Stock Number:
\$ 31,933.00

Contract: Sourcewell Grounds Maintenance 031121-DAC
(PG NB CG 70)

Selling Price *
\$ 27,462.38

Price Effective Date: April 21, 2023

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
57KAM	GATOR™ XUV835M HVAC (Model Year 2023)	1	\$ 29,249.00	14.00	\$ 4,094.86	\$ 25,154.14	\$ 25,154.14
Standard Options - Per Unit							
001A	US/Canada	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
182A	Less AutoTrac™/ GreenStar™ Harness	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
183B	Less JDLink™ Hardware	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
0505	Build To Order	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
1008	27" Maxxis Bighorn 2.0 extreme terrain radial tires on 14" Yellow Alloy Wheels	1	\$ 460.00	14.00	\$ 64.40	\$ 395.60	\$ 395.60
1950	Less Application	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2031	Split Bench Seat - Black Vinyl	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2350	Park Position in Transmission	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2500	Green and Yellow	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
3003	Cargo Box with Spray In Liner, Brake, and Tail Lights	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
3101	Cargo Box Power Lift	1	\$ 1,073.00	14.00	\$ 150.22	\$ 922.78	\$ 922.78
4022	Full Door with Side Mirrors	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
4062	HVAC Cab	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
5007	Premium Protection Package	1	\$ 1,151.00	14.00	\$ 161.14	\$ 989.86	\$ 989.86
6349	Less Winch	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 2,684.00		\$ 375.76	\$ 2,308.24	\$ 2,308.24
Technology Options/Non-Contract/Open Market							
1880	Less Receiver	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00

Selling Equipment

Quote Id: 28669900

Customer Name:
ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Heritage Tractor, Inc.
1300 S. Us-169 Highway
Smithville, MO 64089
816-873-3385
hti@heritagetractor.com

1900	Less Display	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
Technology Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 31,933.00		\$ 4,470.62	\$ 27,462.38	\$ 27,462.38

JOHN DEERE GATOR™ XUV835R (Model Year 2023)

Equipment Notes:
Hours:
Stock Number:
Contract: Sourcewell Grounds Maintenance 031121-DAC
(PG NB CG 70)

Suggested List *
\$ 34,400.00
Selling Price *
\$ 29,584.00
Price Effective Date: April 21, 2023

** Price per item - includes Fees and Non-contract items*

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
574BM	GATOR™ XUV835R (Model Year 2023)	1	\$ 33,249.00	14.00	\$ 4,654.86	\$ 28,594.14	\$ 28,594.14
Standard Options - Per Unit							
001A	US/Canada	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
182A	Less AutoTrac™/ GreenStar™ Harness	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
183B	Less JDLink™ Hardware	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
0505	Build To Order	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
1062	27" Predator Heavy-Duty all-terrain radial tires on 14" Yellow Alloy Wheels	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
1950	Less Application	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2032	Split Bench Seat - Stone Cloth	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2350	Park Position in Transmission	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2500	Green and Yellow	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
3003	Cargo Box with Spray In Liner, Brake, and Tail Lights	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
3101	Cargo Box Power Lift	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00

Selling Equipment

Quote Id: 28669900

Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Heritage Tractor, Inc.
1300 S. Us-169 Highway
Smithville, MO 64089
816-873-3385
hti@heritagetractor.com

4022	Full Door with Side Mirrors	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
4066	Premium HVAC Cab with Green Roof	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
5007	Premium Protection Package	1	\$ 1,151.00	14.00	\$ 161.14	\$ 989.86	\$ 989.86
6349	Less Winch	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 1,151.00		\$ 161.14	\$ 989.86	\$ 989.86
Technology Options/Non-Contract/Open Market							
1880	Less Receiver	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
1900	Less Display	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
Technology Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 34,400.00		\$ 4,816.00	\$ 29,584.00	\$ 29,584.00

Extended Repair Plan Proposal

PowerGard™ Protection Plan Residential

Date : April 24, 2023

Machine/Use Information		Plan Description	Price	
Manufacturer	JOHN DEERE	Plan Type:	Deductible:	
Equipment Type	GATOR, 835M HVAC	Coverage:	Quoted Price	\$ 0.00
Model	GATOR, 835M HVAC	Total Months:		
		Total Hours:		

THIS PROPOSAL IS VALID FOR 30-DAYS FROM DATE ISSUED. GRACE pricing is offered only early during the Deere basic warranty period and has no surcharges. After this period, DELAYED PURCHASE pricing (surcharged) is offered later during the John Deere Basic Warranty. Many PowerGard quotes presented in the Delayed Purchase Period will require inspection/certification process and must also past fluid testing. The Total Months and Total Hours listed above include the John Deere Basic Warranty terms (24 months / 2000 hours on Tractors, 24 months on Golf & Turf Products, 12 months for all AG Harvesting and Sprayer equipment, and 12 months/1000 hours on most Gator Utility Vehicles). "Limited" Plan coverage = Engine & Powertrain only. "Comprehensive" Plan coverage = Full Machine.

Proposal Prepared for:

I have been offered this coverage and

Customer Name - Please Print

☐ **I ACCEPT** the Residential plan

☒ **I DECLINE** the Residential plan

Customer Signature

If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is **not** a contract. For specific PowerGard™ Protection plan Residential coverage, please refer to the terms and conditions on John Deere's public website(www.JohnDeere.com) under Services & Support >Warranty > Extended Warranties > PowerGard protection plan Residential.

Date : April 24, 2023

Machine/Use Information		Plan Description	Price	
Manufacturer	JOHN DEERE	Plan Type:	Deductible:	
Equipment Type	GATOR, 835R HVAC U&P	Coverage:	Quoted Price	\$ 0.00
Model	GATOR, 835R HVAC U&P	Total Months:		
		Total Hours:		

THIS PROPOSAL IS VALID FOR 30-DAYS FROM DATE ISSUED. GRACE pricing is offered only early during the Deere basic warranty period and has no surcharges. After this period, DELAYED PURCHASE pricing (surcharged) is offered later during the John Deere Basic Warranty. Many PowerGard quotes presented in the Delayed Purchase Period will require inspection/certification process and must also past fluid testing. The Total Months and Total Hours listed above include the John Deere Basic Warranty terms (24 months / 2000 hours on Tractors, 24 months on Golf & Turf Products, 12 months for all AG Harvesting and Sprayer equipment, and 12 months/1000 hours on most Gator Utility Vehicles). "Limited" Plan coverage = Engine & Powertrain only. "Comprehensive" Plan coverage = Full Machine.

Proposal Prepared for:

I have been offered this coverage and

Customer Name - Please Print

☐ **I ACCEPT** the Residential plan

☒ **I DECLINE** the Residential plan

Customer Signature

If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is **not** a contract. For specific PowerGard™ Protection plan Residential coverage, please refer to the terms and conditions on John Deere's public website(www.JohnDeere.com) under Services & Support >Warranty > Extended Warranties > PowerGard protection plan Residential.

PowerGard™ Protection Plan Residential (Residential plan) is:

The PowerGard™ Protection Plan Residential is an extended repair plan that provides parts and labor coverage up to four years beyond the manufacturer's warranty. It is available on all riding lawn equipment, zero-turn radius mowers, utility vehicles, utility tractors and compact utility tractors. Your John Deere equipment will be in the hands of qualified, certified technicians from John Deere dealers using Genuine John Deere Parts.

Not covered under a Residential plan:

Residential plans do not cover routine maintenance services or items normally designed to be replaced by the purchaser due to normal wear and tear. They do not cover any product used for commercial or rental applications. They also do not cover repairs for damage from accident, misuse, fire, theft, or exposure to weather conditions such as lightning, hail, flood or water. See the actual PowerGard™ Protection Plan Residential Terms and Conditions for a complete listing of coverage, and limitations and conditions under the program.

Benefits of a Residential plan:

- Offer the choice of adding up to 4 years of repair coverage beyond the machine's factory warranty.
- Do not require preapproval before repairs are made by the authorized John Deere dealership.
- Is transferable by the original purchaser for the balance of the original agreement period.
- Ensures higher resale value and makes equipment more marketable during sale or trade-in.
- Comprehensive Plans:
 - No deductibles and no out-of-pocket costs on covered repairs.
 - Free transportation for factory warranty and extended repair plan repairs for the term of the plan (Note: A surcharge may apply for machines located outside of the dealership's normal service area).
- Limited Powertrain Plans:
 - Low deductibles on covered repairs
 - Do not provide transportation coverage

CITY OF PARKVILLE**Policy Report**

Date: May 3, 2023

Prepared By:

Brittanie Propes, Parks & Recreation Director

Reviewed By:

Alexa Barton, City Administrator

ISSUE:

Approve Change Order No. 1 with Remco Demolition for Phase II of the Farmers Market demolition (Parks)

BACKGROUND:

In 2022, the Farmer's Market structure was damaged on two separate occasions by trucks striking the structure and destroying the building. Over the last several months, staff have been negotiating with insurance companies for the claims on both accidents. The destroyed structure has remained in the parking lot, surrounded by barricades and safety signage since the incidents occurred last year. The community is eager to see the damaged structure removed and the area cleaned up of debris. Claims negotiations concluded with the insurance company for the first incident, in the amount of \$62,282.21, and the second incident, C.R. England, for an agreed upon amount of \$387,024. Both claims total: \$455,306.21 to the Parks Fund.

Staff received 3 quotes for the demolition, abatement and haul off of the Farmers Market:

- B&R Insulation: \$42,588 (\$16,833 is for Asbestos Abatement)
- Industrial Salvage & Wrecking Co., Inc.: Non-responsive (\$9,000 with no provision for Asbestos Abatement)
- Remco: \$16,750 (demo and asbestos abatement) \$11,500 (flush cut and removal of concrete bases) The low and best bid was provided by Remco Demolition LLC for the building removal in the amount of \$16,750.

This work included notifying the State of the demolition, abatement, demolition of the remaining structure, hauling off the debris to an approved demolition site, and sweeping up the area upon completion.

Remco completed the abatement and first phase of demolition promptly before the large community event held in the park, Parkville Microbrew Fest, on April 29, 2023. Based on their knowledge of the project, pre-approval from the State for continued demolition, and still remaining the lowest bidder, staff recommends Change Order No. 1 with Remco to complete the demolition. The remaining work includes flush cutting 18, 2' round and approximately 40" tall concrete base pillars, removal of the concrete pillars, hauling off the debris to the approved demolition site, and sweeping up the area at an additional cost of \$11,500.

BUDGET IMPACT:

There are funds available in the Parks Fund to cover the costs of demolition and removal via payment from insurance claim(s) funds.

ALTERNATIVES:

1. Approve Change Order No.1 for the Small Construction Contract with Remco Demolition LLC.
2. Approve the item, subject to changes.
3. Do not approve the item.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommend the approval of Change Order No.1 for the Small Construction Contract with Remco Demolition for the second phase of demolition to remove the concrete pillars of the Farmers Market.

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 the Board of Aldermen approve Change Order No. 1 with Remco Demolition LLC for Phase II of the Farmers Market demolition in the amount of \$11,500.

ATTACHMENTS:

1. Change Order No. 1
2. Agreement

Change Order 1

PROJECT (*Name and address*):
Farmers Market Demolition

CHANGE ORDER NUMBER: 1
DATE: April 18, 2023

TO CONTRACTOR (*Name and Address*):
REMCO Demolition LLC
P.O. Box 270045
KCMO 64127

PROJECT NO.: _____
CONTRACT DATE: 5/18/2023

THE CONTRACTOR IS CHANGED AS FOLLOWS:

The original Contract Sum was	\$ 16,750.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 16,750.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 11,500.00
The new Contract Sum including this Change Order will be	\$ 28,250.00

The Contract Time will be increased by zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

This Change Order represents a complete and final resolution of all matters concerning or arising out of the work described in the Change Order, including any impact, delay, disruption and/or acceleration of work unless specifically identified herein.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

REMCO DEMOLITION LLC
CONTRACTOR (*Firm name*)

CITY OF PARKVILLE
OWNER (*Firm Name*)

PO Box 270045 KCMO 64127

ADDRESS

ADDRESS

BY (*Signature*)

BY (*Signature*)

(Typed name)

Dean Katerndahl, Mayor
(Typed name)

DATE

DATE

SMALL CONSTRUCTION SERVICES AGREEMENT FARMERS MARKET DEMOLITION

THIS SERVICE AGREEMENT, entered into on this 18 th day of May, 2023, by and between the CITY OF PARKVILLE, MISSOURI ("City") and REMCO DEMOLITION, LLC, ("Contractor").

WHEREAS, the City seeks to hire Contractor to provide certain construction services as described in Exhibit "A" to this Agreement (the "Construction Services"); and

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

WHEREAS, Contractor has the necessary staff and qualifications to provide the Construction 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 "Construction Services" 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 Construction 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 Construction 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 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 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 Construction 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 Construction 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 Construction 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 Construction 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

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 its 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 Construction 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: Brittanie Propes, Parks & Rec. Director
 - 8880 Clark Ave.
 - Parkville, MO 64152
- C. Notices sent by the City shall be sent to:
 - REMCO Demolition LLC
 - Attn: Tony Spudic
 - P.O. Box 270045
 - KCMO 64127
 - 913-298-9519
 - tony@remcodemo.com

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.

- 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 Construction 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.

XIV. RESOLUTION OF DISPUTES

- A. Should the Contractor believe that it is entitled to any relief due to errors, omissions or defects in the Plans or Specifications, or as a result of any act or omission of an independent contractor designer in connection with the Project, the City shall cooperate with the Contractor by permitting the Contractor to pursue legal action against the designer in the name of the City at Contractor's sole risk and expense as the City would otherwise have against such designer. The City shall pay to Contractor such sums as may be recovered from

the designer on behalf of Contractor. Other than this duty of cooperation and remittance, the City shall have no liability or obligation to Contractor for any act, error, omission, negligence or breach of duty by a designer.

- B. City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed.
- C. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the City Public Works Director as to such matter or other action on which the dispute is based. A decision of the City Public Works Director (where appropriate) under GC-7 above; notice of dispute, and direct negotiation, shall be conditions precedent to further action.
- D. Arbitration of disputes.
 - 1. Claims, except those waived as provided for elsewhere in this Agreement, which have not been resolved by the procedures described above, shall be decided by arbitration which, unless the parties mutually agree otherwise, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association.
 - 2. A demand for arbitration may be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.
 - 3. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the City or Contractor and any person or entity with whom the City or Contractor has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Contract shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Contract or not a party to an agreement with the City Contractor, except by written consent containing a specific reference to the Agreement signed by the City and Contractor and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
 - 4. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
 - 5. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

XV. MISCELLANEOUS PROVISIONS

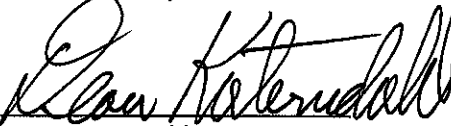
- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. Assignability. Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior 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.
- C. 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
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.

- I. 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.

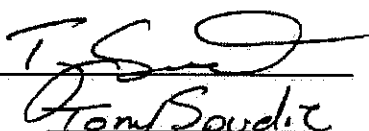
CITY OF PARKVILLE, MISSOURI

By: 
Dean Katerndahl, Mayor

ATTEST:


Connie Buckmaster, City Clerk Pro Tempore

REMCO DEMOLITION LLC

By: 
Printed Name

