



FINANCE COMMITTEE

Monday, August 24, 2020 3:30 PM

Administration Conference Room, City Hall

In light of public health orders from the Missouri Governor and Platte County related to the COVID-19 pandemic, and given the nature of the items to be considered at this particular meeting, the members of the Finance Committee will meet via telephone or video conference. Members of the public interested in this meeting are encouraged to listen in on the meeting via the following – Telephone: (312) 626-6799; Meeting ID: 890 6423 9955; Password: 782319 – rather than appear at City Hall (note: occupancy will be limited)

1. Call to Order

2. Financial Updates

- A. City Administrator Approvals

3. Action Items

- A. Approve the minutes for the August 10, 2020, meeting
- B. Approve a supplemental agreement with Curious Eye Productions to implement audiovisual upgrades to the Board Room for the City's board and commission meetings (Administration)
- C. Approve Work Authorization No. 4B with Vireo to design directional signage for the riverfront parks (Public Works)

4. Non-Action Items

5. Unfinished Business (postponed from prior meetings)

6. Other Business

7. Adjourn



CITY ADMINISTRATOR
PURCHASING APPROVAL

August 20, 2020

City of Parkville

Preparation date:

Department: Public Works

Low Bidder and
Contract Amount:

BBN Architects
411 Nichols Road, Suite 246
Kansas City, MO 64112-2033

\$3,920

General Scope of Work Description/Project:

Pocket Park Preliminary Design (WA-5C):

On October 3, 2017, the Board of Aldermen approved an on-call professional services agreement with BBN Architects. They were initially selected because of their experience in downtown renovation projects. The City has a desire to upgrade Pocket Park and the intersection of 1st and Main Street.

In April 2020, work authorization 5A was approved by the City Administrator for the preliminary research associated with Pocket Park. On August 20, 2020, the Board of Aldermen approved work authorization 5B for the Pocket Park master plan. The scope of work authorization 5C includes additional public engagement necessary to gain input from the community about the future of Pocket Park.

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

On October 3, 2017, the Board of Aldermen approved an on-call professional services agreement with BBN Architects.

The Parks Sales Tax budget includes \$75,000 for engineering and planning fees. There is capacity in this line item to cover this expense.

Project Start Date:

8/11/20

Estimated Completion Date:

10/1/20

Budget Account Code:

41-550.08-03-00

Authorization:

☐ City Administrator:

☐ Department Head:

☐ Mayor (if applicable):

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

Date:

8/20/20

8/20/20



WA # 5C

Work Authorization

City of Parkville
Department of Public Works

Preparation date:

8/11/2020

To:

BBN Architects, Inc.
411 Nichols Road, Ste. 246
KCMO 64112

General Scope of Work Description/Project: Pocket Park Master Plan Design

Provide services and public outreach for the Pocket Park Improvements

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

Estimated Total: \$3,920.00

Project Start Date:

8/11/2020

Estimated Completion Date:

10/1/2020

Budget Account Code:

41-550.08-03-00

Schedule:

Authorization:

Signature: Scott Bingham

☐ City Administrator:☐ Department Head:☐ Mayor:

Date:

Digitally signed by Scott Bingham
DN: C=US,
E=sbingham@bbnarchitects.com,
O=BBN Architects, CN=Scott
Bingham
Date: 2020.08.11 14:36:35-05'00'



INTEGRATING NATURE
AND ARCHITECTURE

BBN
ARCHITECTS
INC.

411 NICHOLS ROAD
S U I T E 2 4 6
KANSAS CITY, MO
64112-2033

Phone: 816.753.2550
bbnarchitects.com

228 POYNTZ AVE
MANHATTAN, KS
66502-0102

Phone: 785.776.4912
Fax: 785.776.0944
bbnarchitects.com

Alysen M. Abel, P.E.
Public Works Director
City of Parkville, MO
800 Clark Ave.
Parkville, MO 64152

August 7, 2020

RE: Pocket Park Master Plan Work Authorization

Alysen:

Please find the proposed scope and fee for the work authorization associated with the Pocket Park Master Plan's additional design services.

Scope Tasks:

1. Public Survey

- 1.1. BBN will develop a survey to poll the general public on issues related to the existing park, the proposed preliminary concepts and the prioritization of the improvements. BBN will produce this survey on SurveyMonkey but will include web links to the City of Parkville's website for a video recording of the presentation where the concepts are explained in further detail, along with a link to a PDF of the two graphic boards.
- 1.2. BBN will develop a graphic to be used as a yard sign, placed at the park, to promote the public survey. The graphic will include web page address and a QR code to direct participants to the survey.
- 1.3. BBN will produce two display boards, approximately 24x36, as another means of promoting the survey. In addition to the web address and QR code, the boards will include additional graphics from the concepts to attract the public's attention and interest. The City will be responsible for any additional means of promoting the survey.
- 1.4. BBN will assist the City in evaluating the feedback provided from the public survey.

2. Additional Virtual Meeting

- 2.1. An additional virtual meeting will be added under the original scope's *Part 3 Refined Concept*. This meeting will be with the Stakeholders Group and will allow for the same number of review meetings that were conducted during *Part 2's Preliminary Concept Development*.

Proposed Fees

For the scope of work described above, BBN proposes a lump sum fee of \$3920.00. Printing, mounting and delivery expenses associated with the yard signs and presentation boards will be billed directly to the City of Parkville. It is assumed that no travel will be required for these additional tasks.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Bingham". The signature is fluid and cursive, with the first name "Scott" and last name "Bingham" clearly distinguishable.

Scott Bingham, ASLA, PLA, LEED AP, Principal
BBN ARCHITECTS INC.
sbingham@bbnarchitects.com



CITY ADMINISTRATOR
PURCHASING APPROVAL

August 20, 2020

City of Parkville

Preparation date:

Department: Public Works

Low Bidder and
Contract Amount:

McClure Engineering
1700 Swift Ave, Suite 100
North Kansas City, MO 64116

\$5,000

General Scope of Work Description/Project:

Work Authorization 3 – Pickleball Court Site Plan:

There is funding available in the 2020 budget to construct Pickleball Courts. The courts will be installed in English Landing Park, north of the restroom building.

Along with the construction of the courts, sidewalks will need to be constructed to provide pedestrian access to the two courts. Based on their familiarity with the project, staff contacted McClure Engineering to assist with the site plan layout, including the sidewalk configuration. The sidewalks will tie into the existing paths and will need to be ADA compliant.

The Parks Sales Tax budget includes \$75,000 for engineering and planning fees. There is capacity in this line item to cover this expense.

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

The Board of Aldermen approved several on-call engineering and architectural contracts in October 2018. McClure Engineering has the staff expertise in ballfield design, as well as civil engineering necessary to complete this work.

Project Start Date:

8/13/20

Estimated Completion Date:

10/1/20

Budget Account Code:

41-550.08-03-00

Authorization:

☐ City Administrator:

☐ Department Head:

☐ Mayor (if applicable):

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

Date:

8/20/20

8/20/20



WA # 3

Work Authorization

City of Parkville
Department of Public Works

Preparation date: August 11, 2020

To:

McClure
1700 Swift Ave., Suite 100
North Kansas City, MO 64116

General Scope of Work Description/Project:

Pickleball Courts & Basketball Court Site Plan Preparation

Site Selection/Site Selection Drawing – MEC will work with the City Staff to identify the location and layout of the pickleball courts within English Landing Park. McClure will work with PDF and electronic files (to be provided by the City of Parkville) to create a working base map for the general pickleball court location. Based on a selected location, MEC will provide a general site layout and dimension plan and grading recommendations for review by City Staff or Park Board members.

Primary Tasks: (List task and hours):

Estimated Total: \$ 5,000.00

Project Start Date: 8/13/2020

Estimated Completion Date: 10/1/2020

Budget Account Code: 41-501.08-03-00

Schedule:

Signature:

Authorization:

☐ City Administrator:☐ Department Head:☐ Mayor:

Date:

From: Greg Pfau <GPfau@mecresults.com>
Sent: Tuesday, August 11, 2020 9:52 AM
To: Chris Ashley
Subject: Pickleball Site/Grading Plan Fee

Chris – I think ballpark we are looking at \$5000-\$5500 to put together the grading to confirm ADA accessibility, show sidewalk routing, and the outline of the court footprints. As I mentioned on the phone, in our no-rise letter we had made an assumption on no fill being placed since grading plans were not completed. That will require some additional work and verification to ensure the plans we provide you meet the requirements set forth in that letter that was signed/sealed, even if these plans won't be.

Dear Chris:

This letter serves as certification that a no-rise condition applies to the placement of the pickleball courts within the section of English Landing Park (see attached schematic). Even though this work is in the floodplain of the Missouri River (see attached FIRMette from FEMA web site), no fill will be placed as part of the work to be done. So, there will be no effect on the base flood elevations along the Missouri River and a No-Rise condition will be satisfied.

When I had previously sent Alysén a fee for this scope of work on April 6th, we had identified the following scope for a fee of \$6500. Essentially we will provide the same information minus the two meetings in the last sentence

For the compensation outlined in this Agreement, McClure will perform the following professional services. Services not detailed within the Scope of Basic Services are specifically excluded from the scope of McClure's work and McClure assumes no responsibility to perform any services not specifically listed.

- 1. Site Selection/Site Selection Drawing –** MEC will work with City Staff to identify the location and layout of the pickleball courts within English Landing Park. McClure will work with PDF and electronic files (to be provided by the City of Parkville) to create a working base map for the general pickleball court location. Based on a selected location, MEC will provide a general site layout and dimension plan and grading recommendations for review by City Staff or Parks Board members. It is anticipated that there will be up to two meetings during this stage to review the design and will include two members of MEC staff. **\$6,500.00**

As I said before, feel free to call me with any further questions.

Thanks,



GREG PFAU, PLA LEED AP
LANDSCAPE ARCHITECT

making lives better
1700 Swift Ave., Suite 100 | North Kansas City, MO 64116
D: (913) 307-2513 | O: (816) 756-0444 ext. 2872 | C: (913) 788-4261 | F: (816) 756-1763

*IA, KS, MO, OK



CITY ADMINISTRATOR
PURCHASING APPROVAL

City of Parkville

Preparation date:

August 20, 2020

Department: Public Works

Low Bidder and
Contract Amount:

Urban Tree Specialists
P.O. Box 901422
Kansas City, MO 64190

\$5,000

General Scope of Work Description/Project:

Work Authorization 26 – Pickleball Court Tree Removal:

There is funding available in the 2020 budget to construct Pickleball Courts. The courts will be installed in English Landing Park, north of the restroom building.

In order to install the courts, one tree needs to be removed. This tree has been assessed by staff and the City's on-call arborist. It was determined that the tree is hazardous and needs to be removed. Urban Tree provided a quote for the removal of the tree.

There is funding available in the Parks maintenance budget to cover the cost of the tree removal.

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

On August 7, 2018, the Board of Aldermen approved an on-call service agreement for tree trimming with Urban Tree Specialists.

Project Start Date:

08/24/20

Estimated Completion Date:

9/24/20

Budget Account Code:

10-525.07-52-00

Authorization:

☐ City Administrator:

☐ Department Head:

☐ Mayor (if applicable):

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

Date:

8/20/20

8/20/20



CITY OF PARKVILLE • 8980 Clark Avenue • Parkville, MO 64152 • (816) 741-7676 • FAX (816) 741-0013

Work Authorization #26-2020

Date: August 12, 2020
Issued to: Urban Tree Specialists
P.O Box 901422
KCMO 64190

Project/Work Description: ELP Hazardous Tree Removal for Pickleball Courts Construction
Title:

- See attached Proposal

Total	\$5,000.00
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Note: All work to be performed on a time and material basis as outlined in the contract dated 8/7/18

Schedule and Price

Project Start Date: 8/24/2020
Estimated Completion Date: 9/24/2020
Latest Acceptable Date: 9/24/2020
Estimated Cost: \$5,000.00
Expenditure Limit: \$5,000.00
Budget Account Code: 10-525.07-52-00

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

Name/Title: Bret Cleveland Owner-Member Signature: [Signature]
Company: Urban Tree Specialists Date: 8/13/2020

Authorization

Department Head: Alysen Abel Date: 8/20/20
Alysen Abel, Public Works Director

City Administrator (if over \$2,500): Joe Parente Date: 8/20/20
Joe Parente, City Administrator

Mayor (if over \$10,000): _____ Date: _____
Nan Johnston, Mayor



Parkville Parks and Recreation
Tom Barnard
8880 Clark Ave
Parkville, MO 64152

Proposal Date: 8/11/2020

Work Site: 8701 NW River Park Dr
Parkville, MO 64152

Proposed By: Tony Wendland

Ad Source: City License

Work: 816-587-2593

Mobile: 816-215-4047

Qty	Plant	Location	Cost
1	Maple (Silver)	Tree ID# 5195 - Remove to ground level, machine grind the stump and remove stump-grinding debris to approximately soil grade	\$3,350.00
1	Maple (Silver)	Tree ID # 5201 - Maintenance Prune - Weight reduction throughout as recommended - Crown raise to approx 25-30 ft	\$500.00
1	Boxelder	Tree ID # 5199 - Maintenance Prune - Weight reduction throughout as recommended - Crown raise to approx 15-20 ft	\$250.00
1	Cottonwood	Tree ID # 5198 - Maintenance Prune - Weight reduction throughout as recommended - Large lowest branch towards the restrooms remove half of limb back to upright suckers -Crown raise by removing 3-4 lowest suckers	\$900.00
			Subtotal: \$5,000.00
			Tax: \$0.00
			Total: \$5,000.00



816.214.8327 • www.urbantreekc.com • PO Box 901422 • Kansas City, MO 64190



Terms and Conditions

It is agreed by and between Urban Tree Specialists LLC and the authorizing party (customer and/or customer's agent) that the following provisions are made as part of this contract:

Insurance by Contractor: Urban Tree Specialists LLC warrants that it is insured for liability resulting from injury to person(s) or property and that all employees are covered by Workers' Compensation as required by law. Certificates of coverage are available upon request.

Cancellation Fee: Urban Tree Specialists LLC kindly requests that the authorizing party provide at least 24 hours advance notice of any full or partial work cancellation. If a crew has been dispatched to the job site, the customer will be assessed a mobilization fee of \$150.00 for incurred expenses.

Completion of Contract: Urban Tree Specialists LLC agrees to do its best to meet any agreed upon performance dates, but shall not be liable in damages or otherwise for delays because of inclement weather, labor, or any other cause beyond its control; nor shall the customer be relieved of compensation for delays.

Tree Ownership: The authorizing party warrants that all trees listed are located on the customer's property, and, if not, that the authorizing party has received full permission from the owner to allow Urban Tree Specialists LLC to perform the specified work. Should any tree be mistakenly identified as to ownership, the customer agrees to indemnify Urban Tree Specialists LLC for any damages or costs incurred from the result thereof.

Safety: Urban Tree Specialists LLC warrants that all arboricultural operations will follow the latest version of the ANSI Z133.1 Tree Care industry safety standards. The authorizing party agrees to not enter the work area during arboricultural operations unless authorized by the crew leader on-site.

All Work to Conform to ANSI A300 Tree Care Management Standards for the arboricultural Industry unless otherwise specified in this proposal.

Stump Removal: Unless specified in the proposal, stump removal is not included in the price quoted. Grindings from stump removal will be removed to approximately soil grade unless specified otherwise. Surface and subsurface roots beyond the stump are not removed unless specified in this proposal. Urban Tree Specialists LLC is not responsible for damages to underground sprinklers, drain lines, invisible fences or underground cables unless the system(s) are adequately and accurately mapped by the authorizing party and a copy is presented before or at the time the work is performed.

Concealed Contingencies: Any additional work or equipment required to complete the work, caused by the authorizing party's failure to make known or caused by previously unknown foreign material in the trunk, the branches, underground, or any other condition not apparent in estimating the work specified, shall be paid for by the customer on a time and material basis.

Clean-up: Clean-up shall include removing wood, brush, and clippings, and raking of the entire area affected by the specified work, unless noted otherwise on this proposal.

Pavement and Hardscapes: Urban Tree Specialists LLC will do our best to avoid all damage to the customer's driveway(s), sidewalk(s), patio(s) and all other hardscaped areas, should any pavement or hardscape be damaged in any way, the customer agrees to indemnify Urban Tree Specialists LLC for any damages or costs incurred from the results thereof.

Lawn Repair: Urban Tree Specialists LLC will attempt to minimize all disturbances to the customer's lawn. Lawn repairs are not included in the contract price, unless noted otherwise on this proposal.

Terms of Payment: Unless otherwise noted in this proposal, the customer agrees to pay the account in full within 30 days of work completion. Failure to remit full payment within the payment term will result in a finance charge of 2.00% per month. Credit card payments will be assessed a 2% processing fee (MO only).

Returned Check Fee: There will be a \$100.00 fee charged for all checks returned to our office for non-sufficient funds



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Finance Committee Meeting
Monday, August 10, 2020; 3:30 PM
Administration Conference Room, City Hall

Minutes

1. Call to Order

Vice Chair Rittman called the meeting to order at 3:33 p.m. A quorum was present.

Members Present: Vice Chair Dave Rittman, Tina Welch, Robert Lock and Nan Johnston

City Staff Present: City Administrator Joe Parente, Police Captain Jon Jordan, Public Works Director Alysén Abel, Finance/Human Resources Director Matthew Chapman, Assistant to the City Administrator Anna Mitchell, Public Works Project Manager Chris Ashley and City Clerk Melissa McChesney

2. Financial Updates

A. 2nd Quarter 2020 Budget Variance Report

City Administrator Joe Parente provided an overview of the second quarter 2020 budget variance report, noting that there was nothing that jumped out to him that would become an issue by the end of the year. He said the City was 11 percent under budget and staff wanted to be sure to watch what was spent because of the COVID-19 pandemic

3. Action Items

A. Approve the minutes for the July 27, 2020, meeting

Robert Lock moved to approve the minutes for the July 27, 2020, meeting. Tina Welch seconded; motion passed 4-0.

B. Review and approve the audit for fiscal year 2019 as prepared by Cochran, Head & Vick Co., P.C.

Finance/Human Resources Director Matthew Chapman said that the City contracted with Cochran, Head & Vick Co. to conduct the annual audits. The item would be presented to the Board of Aldermen on August 18 and if the Board wanted additional time it could be postponed to the September 1 meeting.

Michael Keenan, Cochran, Head Vick & Co., P.C., provided an overview of the 2019 audit; presentation attached as Exhibit A.

Dave Rittman moved to recommend that the Board of Aldermen approve the audited financial statements for the fiscal year ended December 31, 2019. Lock seconded; motion passed 4-0.

C. Approve the 2020 property tax levy for fiscal year 2021

Finance/Human Resources Director Matthew Chapman stated that staff received the pro forma calculations from the Missouri auditor for 2021. Since 2011, the Board of Aldermen voted to maintain the maximum rate for both the general tax and general temp levies.

Discussion focused on if maintaining the maximum rate was helping to reduce the payments for the 2006 Certificates of Participation for capital improvements and if not, the consensus was to remove the text from the policy report for the Board of Aldermen meeting.

Rittman moved to recommend that the Board of Aldermen adopt an ordinance to set the 2019 General Tax Levy at \$0.4623 per \$100.00 of assessed valuation and the General-Temp Levy at \$0.1748 per \$100.00 of assessed valuation. Lock seconded; motion passed 4-0.

D. Approve the semi-annual financial report for the first half of 2020 and direct City Administration to publish

Finance/Human Resources Director Matthew Chapman said that Missouri statutes and City ordinances authorized the City Treasurer to produce a report showing a six-month overview of revenues and expenditures. The public notice would be published in a newspaper and a public hearing would be held on August 18.

Rittman moved to recommend that the Board of Aldermen approve the semi-annual financial report for the first half of 2020 and direct City Administration to publish. Lock seconded; motion passed 4-0.

4. Non-Action Items

A. Quarterly Projects Update

Assistant to the City Administrator Anna Mitchell provided an update on 2020 Capital Improvement Program projects, noting that seven additional projects were completed since the first quarter report was presented.

B. Update on 202 East Street Demolition Special Assessment

City Administrator Joe Parente provided an update on the property at 202 East Street, noting that the City placed a lien on the property to cover its cost to demolish the fire-damaged home. The property owner did not pay the property taxes and Platte County scheduled a tax sale in August. He noted that the property was valued at \$14,738 which would cover the cost of the demolition and the special assessment

5. Unfinished Business (postponed from prior meetings)

6. Other Business

7. Adjourn

Vice Chair Rittman adjourned the meeting at 4:41 p.m.

Submitted by:

Melissa McChesney
City Clerk

Approval Date

CITY OF PARKVILLE
Policy Report

Date: August 11, 2020

Prepared By:

Melissa McChesney, City Clerk

Reviewed By:

Joe Parente, City Administrator

ISSUE:

Approve a supplemental agreement with Curious Eye Productions to implement audiovisual upgrades to the Board Room for the City's board and commission meetings (Administration)

BACKGROUND:

On December 17, 2019, the Board of Aldermen approved the 2020 budget and the 2020-2025 Capital Improvement Program (CIP). The 2020 CIP included funds for audiovisual improvements to the Board Room for board and commission meeting videos, as well as for the presentation system.

The City has contracted with Curious Eye Productions to produce, manage and operate the recording system for the City's boards and commissions since 2004. In 2017, the agreement was renewed for three more years. In mid-2019, Curious Eye presented their recommendations to staff on what upgrades were needed to improve the video and presentation quality for board and commission meetings. Curious Eye presented their recommendations to the Board at a work session on November 19, 2019.

Because the additional work to upgrade the systems is not included in the original scope of the agreement, staff drafted a supplemental agreement to authorize them to purchase, install and test upgrades to the audiovisual system in the Board Room. Improvements will include the purchase, installation and testing of control room equipment, camera equipment and the presentation system.

This item was originally presented to the Finance Committee on April 13, 2020. Due to possible impacts on revenues during the COVID-19 pandemic, the Committee took no action until more information was made available. Curious Eye Productions submitted a revised estimate to staff on August 21, 2020.

Below are benefits to completing the upgrades at this time:

- Since City meetings are currently being held via Zoom, we will be able to make the upgrades with the least disruption to meetings and the operations at City Hall.
- When in-person meetings return, Curious Eye will be able to better integrate remote participation using Zoom and other virtual meeting applications. It is exceedingly difficult with the existing Board Room setup.
- Due to the economic situation, we are seeing increases in AV equipment costs - they seem to vary from approximately 5% to 10%, depending on the item. So far, those increases have not

directly affected our equipment budget for this project. However, we anticipate that - if we wait much longer to begin the purchase of equipment - the overall cost will increase.

- COVID-19 has disrupted supply chains. Before the pandemic, all of the equipment needed for the installation was immediately available. Currently, due to the supply chain disruptions, some key pieces of equipment are on backorder. As a result, we are anticipating longer than usual waits from the time we order equipment to the time it is received. This means our timeline for completing the project will likely be longer than we had originally planned. If we start the equipment ordering process now, we'll stand a better chance of completing the installation by the time the Board returns to in-person meetings.

BUDGET IMPACT:

The 2020 CIP included \$25,080 to purchase, install and test equipment to upgrade the audiovisual systems in the Board Room. The total cost of the revised estimate is \$23,430.

ALTERNATIVES:

1. Approve the supplemental agreement with Curious Eye Productions to upgrade the audiovisual systems in the Board Room.
2. Do not approve the item.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approval of a supplemental agreement with Curious Eye Productions to implement audiovisual upgrades to the Board Room.

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 supplemental agreement with Curious Eye Productions to implement audiovisual upgrades to the Board Room for the City's board and commission meetings in an amount not to exceed \$23,430.

ATTACHMENTS:

1. Supplemental Agreement
2. Revised Cost Estimate

Supplement No. 1 Board Room Upgrades

This supplemental agreement made and entered into as of this ____ day of _____ 2020, by and between the City of Parkville, Missouri (hereinafter referred to as "City") and Curious Eye Productions (hereinafter referred to as "Curious Eye"),

WITNESSETH

WHEREAS, the City and Curious Eye Productions entered into an agreement dated July 17, 2018, to produce, manage and operate the recording system, including hiring and training all production personnel to film and broadcast meetings, for the City's boards and commissions; and

WHEREAS, the agreement allowed Curious Eye Productions to complete tasks related to recording meetings, but did not include any additional services outside of the agreement; and

WHEREAS, the City's 2020 budget included funds to update control room equipment, camera equipment and the presentation system in the Board Room where the City's board and commission meetings are held; and

WHEREAS, the City's 2020 budget also included funds for Curious Eye Productions to prepare, acquire install and test the equipment, as well as provide training once the improvements have been completed.

NOW THEREFORE, the City and Curious Eye Productions hereby agree to provide the additional services listed in Exhibit A in an amount not to exceed \$22,880.

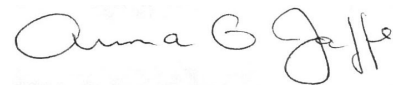
IN WITNESS THEREOF, the parties hereto have caused this supplemental agreement to be executed as of the day and year first written above.

Nanette K. Johnston, Mayor

ATTEST:

Melissa McChesney, City Clerk

CURIOUS EYE PRODUCTIONS



By: _____
Anna Jaffe, Partner/Executive Producer

ESTIMATED EQUIPMENT COSTS FOR AV INSTALLATION

Below you will find the cost estimate for the equipment needed to upgrade the Board Room AV system as well as the quality of the streaming broadcasts of Parkville's public meetings. This plan is designed to: improve the projection system used in the Board Chamber, upgrade the cameras and camera controller to a modern HD standard system, upgrade all of the ancillary equipment necessary to broadcast meetings in HD, modernize and improve the backup recording system to ensure a quality digital recording of every meeting.

Control Room Equipment	Description	Cost Estimate
HD switcher	Roland HD switcher with HD-SDI and HDMI inputs	\$3,000.00
Computer system (ALREADY PURCHASED)	Dell Precision Workstation	
PTZ camera controller	Marshall camera controller	\$450.00
External digital recorder	meeting backup recording	\$800.00
	SUB-TOTAL	\$4,250.00

Camera Equipment	Description	Cost Estimate
Marshall PTZ cameras	Three cameras with HD-SDI output @ \$1,400 per camera	\$4,200.00
HD-SDI cabling	cabling from the cameras to the control room	\$250.00
	SUB-TOTAL	\$4,450.00

Projection System	Description	Cost Estimate
Viewsonic large screen LED monitor - 86"	This pricing is for a non-touchscreen unit, model CDE8600.	\$3,750.00
Monitors for the deus	Five 22" monitors @ \$90 per monitor (1 for mayor, 4 shared among aldermen)	\$450.00
HDMI splitter with Cat5/6 capability	HD Link HL18 by Sewell, eight ports and connector boxes	\$400.00
Viewsonic mobile trolley cart	cart for the large screen monitor	\$650.00
Cabling	250 feet cat5/6 cabling	\$50.00
Multiviewer capabilities to enable a Zoom feed to be incorporated into a public meeting	Dual screen splitter/multiviewer and HDMI cabling, analog to digital audio converter and cabling	\$500.00
	SUB-TOTAL	\$5,800.00

TOTAL FOR ALL EQUIPMENT	
Control room equipment	\$4,250.00
Camera equipment	\$4,450.00
Projection system	\$5,800.00
TOTAL	\$14,500.00

ESTIMATED LABOR COSTS FOR VIDEO INSTALLATION

Labor is billed at \$85 an hour (This is the same rate that Curious Eye Productions negotiated with the City of Parkville as part of its multi-year contract to manage public meeting broadcasts.)

Labor Estimate	Estimated Cost
PREPARATION	
Preparing for installation, dismantling and removing old camera and projection equipment in the Board Chamber, locating existing cable runs, determining cabling that will not be used as part of the upgraded system, removing cabling that will no longer be used, removing old switching equipment, dismantling control room equipment rack to make way for new system (Approximately 10 hours)	\$850
ACQUISITION	
Identifying all of the equipment and components required to complete the installation, sourcing and acquisition of all equipment and components needed (approximately 8 hours)	\$680
INSTALLATION	
Installing and setting up PTZ cameras in the Board Room, installing and setting up Board Room projection system (including large projection screen and monitors on the deus), installing new equipment in the control room (including camera controller, switching setup), setting up new computer for streaming meetings (including installation of capture/streaming card, installation of software for streaming and other production tasks as well as other computer setup tasks), installing and setting up backup recording system (approximately 40 hours)	\$3,400
SYSTEM TESTING	
Ensuring that all equipment - new and old - is working properly, troubleshooting issues and testing of the entire system to ensure smooth operation in the Board Chamber, for recorded meetings and for livestreaming (approximately 12 hours)	\$1,020
TRAINING	
Training of production assistants and creation of a user guider for system (approximately 10 hours)	\$850
TOTAL	\$6,800

SUMMARY

Below is a summary of all of the anticipated costs related to the AV upgrade:

Description	Amount
Equipment	\$14,500.00
Labor	\$6,800.00
Contingency (estimated at 10-percent of total project)	\$2,130.00
	TOTAL \$23,430.00

CITY OF PARKVILLE
Policy Report

Date: August 20, 2020

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Approve Work Authorization No. 4B with Vireo to design directional signage for the riverfront parks (Public Works)

BACKGROUND:

The 2020 Parks Capital Improvements Program includes the development of design concepts for the monument signs at the entrances to English Landing and Platte Landing parks.

On October 17, 2020, the Board of Aldermen approved an on-call professional services agreement with Vireo. Through this on-call arrangement, the City can engage Vireo for various design projects with individual work authorizations under the master agreement. Vireo has assisted the City in the past with various projects, including the design of the disc golf and 5K/10K signage.

On April 21, 2020, Work Authorization No. 4 for the monument design concepts was approved by the Board of Aldermen in the amount of \$12,800. On May 5, 2020, the kickoff meeting was held with a small committee assembled to review the riverfront parks monument signs. During the meeting, the group discussed preferences associated with the proposed monument signage.

At the Community Land and Recreation Board (CLARB) meeting on June 10, 2020, staff provided a presentation on the monument signs. The consensus of the group was that there needed to be directional signage, directing park users to the various features in the park.

Vireo provided an additional scope and fee associated with the creation of a design guide for the various directional signs in the park. Attachment 2 includes the scope and fee from Vireo. The additional fee would be in the amount of \$12,850 and includes the style guide for the directional signage as well as the design of wayfinder signs.

BUDGET IMPACT:

The 2020 Parks Sales Tax budget includes funding for Capital Improvements Projects. There is funding available in the budget to cover the expense associated with the design of the directional signage. The cost to fabricate the signs will be a separate expense and will be deferred to 2021.

ALTERNATIVES:

1. Approve a work authorization with Vireo for the design of the park directional signage.
2. Provide direction to staff regarding the direction signage.

3. Do not approve this item.
4. Postpone this item.

STAFF RECOMMENDATION:

Staff recommends the approval of the work authorization for the parks directional signage. The signage will tie in with the monument sign design that is currently underway.

COMMUNITY LAND AND RECREATION BOARD RECOMMENDATION:

At the meeting on August 12, 2020, CLARB, by a vote of 8-0, recommended that the Board of Aldermen approve a work authorization with Vireo for the design of the park directional signage.

POLICY:

Parkville Municipal Code Section 150.050(A) directs CLARB to act in an advisory capacity to the Board of Aldermen to develop and administer a writer plan for the care, preservation, pruning, planting, replanting, and removal or disposition of trees and shrubs along streets and in other public areas. As CLARB serves in an advisory capacity, its recommendations must be approved by the Board of Aldermen.

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 Work Authorization No. 4B with Vireo to design directional signage for the riverfront parks for \$12,850.

ATTACHMENTS:

1. Work Authorization No. 4B
2. Scope & Fee
3. On-Call Agreement
4. Work Authorization No. 4



WA # 4B

Work Authorization

City of Parkville
Department of Public Works

Preparation date:

9/1/2020

To:

Vireo
Attn: Craig Rhodes
929 Walnut, Suite 700
KCMO 64106

General Scope of Work Description/Project:

On-Call Engineering & Architectural Services – Riverfront Park Wayfinding Signage:

Integrate the style and design of the Parks Entryway Signage with the Design of Directional / Wayfinding Signage in the riverfront park system.

Vireo will:

- Host a branding workshop.....\$800
- Develop City Branding / Graphic Style Guide\$1,600
- Develop Wayfinding & Signage Style Plan/Guide.....\$10,450

Total Additional Fee.....\$12,850

Primary Tasks: (List task and hours):

Estimated Total: \$ 12,850

Project Start Date:

9/1/2020

Estimated Completion Date:

11/1/2020

Budget Account Code:

41-550-08-03-00

Schedule:

Authorization: _____

Signature: _____

☐ City Administrator:☐ Department Head:☐ Mayor:

Date:

Attachment A – Statement of Work

City of Parkville Mo – Riverfront Parks Entry Signage

Scope of Services

Entry Signage

1. **Kick-off Meeting:** Vireo will have a Kick-off meeting with City staff to discuss project goals, objectives and design criteria as well as sign placement. Vireo and the City will review existing signage within Parkville and discuss wayfinding and signage system standards. Verification of the current city identity and branding will also be discussed and what will be used moving forward. The intent will be to focus on a common brand and signage system standard to be used throughout the Parks and future projects in Parkville.
 - a. **Branding workshop:** If desired, as an additional service, Vireo will conduct a separate Branding Workshop to assist in the development of a City Branding/Graphic Style Guide and or Wayfinding & Signage Style Plan/Guide.
2. **Signage Concepts:** Based on input collected during kick-off meeting Vireo will create two (2) distinct design concepts for a new entry sign for the Riverfront Parks. Vireo will use Parkville's city-wide graphic standards (if any) including signage materials, elements, colors, typography family and letter spacing, and symbol standards. It is also assumed that existing Parkville logo and brand will be incorporated as-is.
3. **Interactive Workshop:** Vireo will present two (2) distinct design concepts for a new entry sign that express the look and feel of the brand identity and gather feedback from City representatives on the concepts/themes developed. Specific strengths and weaknesses will be discussed, voted upon and chosen for refinement. This Workshop will serve as the first (1) review with the City. Additionally, Vireo will present one (1) time to CLARB. The desired outcome of the Workshop and presentation to CLARB is a clear direction for refinement and/or combining elements of the Entry Sign concepts into one (1) final design.
4. **Revise Concept Design:** Based on comments gathered from the City in Workshop 1 and CLARB, Vireo will refine and/or combine elements of the Entry Sign concepts into one (1) final Entry Sign concept. The final concept will be further "polished" and include design and size specifications.
5. **Final Concept Design Review:** Vireo will review the final Entry Sign concept one (1) time with the City and then present one (1) time to CLARB for final review and buy-in.

Planning & Design



BeVireo.com

Kansas City

929 Walnut Street
Suite 700
Kansas City MO 64106
816-756-5690

Omaha

1111 N. 13th Street
Suite 116
Omaha, NE 68102
402-553-5485

6. **Finalize and Prepare:** Vireo will make final design edits to the Entry Sign and prepare material, fabrication and installation specifications as well as Cost estimates. Typical details and or standards may be developed to convey design intent that can be used when new signage and wayfinding are installed throughout the City. Site and specific detailed design of additional signs within the City will not be performed.
7. **Deliver:** Once approved and final design is final adopted; Vireo will package and provide the digital file format(s) suitable for fabrication by fabricator/manufacturer. Vireo will also provide the City a digital format of the Design Specifications. Throughout the process, Vireo will work to organize deliverables as they are developed and provide electronic copies of visuals to the City.
8. **Deliverables:**
 - a. A total of two (2) concept revisions are included to address comments.
 - b. A total of three (3) City Meetings. One (1) Kick-off, One (1) Workshop/Review, and One (1) Final Review.
 - c. A total of two (2) presentations to CLARB.
 - d. Vireo will provide:
 - Summary of Feedback from Kick-off Meeting, Workshop and CLARB
 - Digital file format(s) of final Entry Sign and specifications
 - Digital file format(s) of final Entry Sign suitable for fabrication by sign manufacturer/contractor.

Assumptions

1. Any major revisions after reaching an approved direction will be considered additional services. Should such an event occur, Vireo will notify the Client that additional services are about to be entered and will ask for written Client approval to do so. Vireo's fee schedule for additional services is listed below.
2. Any additional requests or revisions not stated in the above scope of services will be considered additional services. Should such an event occur Vireo will notify the Client that additional services are about to be entered and will ask for Client approval to do so. Vireo's fee schedule for additional services is listed below.
3. All Vireo deliverables are digital formats. It is assumed that City Staff will handle production of and coordination with the manufacturer of the sign and/or structure in regard to fabrication, product selection, ordering, and installation.
4. It is assumed that City Staff will handle any coordination with installers with regard to sign placement location(s) within the site area.

Cost

Vireo will provide the above services at a lump sum cost of \$12,600 with value options added as shown in the table below. Project cost is for delivery of digital artwork only and does not include production costs. Additional items and services can be provided at Vireo's hourly rates and/or at cost.

Timeline	Tasks	Budget
	Listen	
June	Kick- off Meeting with City (2 Vireo Staff)	\$400
	Design	
June - July	Signage Concepts (2)	\$4,800
July	Interactive Workshop (2 Vireo Staff)	\$800
July	Presentation to CLARB (2 Vireo Staff)	\$200
Mid July - August	Revise Concept Design (1)	\$2,400
August	Final Concept Design Review (2 Vireo Staff)	\$400
August 12	Presentation to CLARB (2 Vireo Staff)	\$200
August 18	Presentation to BOA (2 Vireo Staff)	\$200
	Finalize	
August - September	Finalize and Prepare Final Edits after review and buy-in from City and CLARB. Summary of Feedback from Kick-off, Workshop and CLARB	\$2,000
August - September	Cost Estimate	\$400
	Deliver	
September	Package and deliver digital file(s) suitable for fabrication	\$400
Fall	Coordination with Fabricator	\$600
PROJECT COST		\$12,800
	+ Branding Workshop (2 Vireo Staff)	\$800
	+ City Branding/Graphic Style Guide (digital)	\$1,600
VALUE ADDED		\$15,200
	+ Wayfinding & Signage Style Plan/Guide (digital)	\$10,450
VALUE ADDED		\$25,650

ADDITIONAL SERVICES

Additional services as determined by the Client and agreed to by Vireo, will be billed at an hourly rate as noted in the fee schedule below.

Owner / Principal	\$145/hr.
Associate V	\$120/hr.
Associate IV	\$110/hr.
Associate III	\$100/hr.
Associate II	\$ 90/hr.
Associate I	\$ 80/hr.

CITY ENGINEERING AND ARCHITECTURAL PROFESSIONAL SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this 3^d day of October, 2017 by and between the CITY OF PARKVILLE, MISSOURI ("City") and Patti Banks Associates d.b.a. Vireo ("Service Provider").

WHEREAS, the City requires On-Call Engineering and Architectural Services ("Project"); and

WHEREAS, Service Provider was chosen through a qualifications-based selection process and has demonstrated the necessary expertise, experience, and personnel to complete the Project.

WHEREAS, the City has budgeted funds to acquire on-call engineering and architectural services as necessary to meet the periodic needs of 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 "Services" when used in this Agreement shall mean any and all engineering and architectural services provided by the Service Provider in accordance with this Agreement.
- B. The Service Provider agrees to perform and complete the following Services:
 - i. When notified by the Public Works Director, Community Development Director or City Administrator, or their designees, either verbally or in writing, the Service Provider shall meet with City staff to discuss engineering and architectural needs. Meetings may occur via telephone or in person at a location of mutual convenience. If requested by City staff, briefly investigate situations or problems, and advise the City staff on the recommended course of action to resolve.
 - ii. If a definable scope and work product can be identified and described in writing, Service Provider will prepare a Work Authorization Form (WA Form), using the template labeled Exhibit B, attached hereto and incorporated by reference, which shall contain a written list of work tasks and an estimate number of hours to complete the Services.
 - iii. Once approved by the City in writing, the Service Provider will complete the services set forth in the WA Form.
 - iv. The City and Service Provider understand that the intent of this Agreement is for the Service Provider to provide their services under an executed WA Form.
 - v. The City reserves the right to direct revision of the Services at the City's discretion. The Service Provider shall advise the City of additional costs and time delays, if any, in performing the revision, before Service Provider performs the revised services. If conditions arise which constitute a change in scope to a WA Form, the Service Provider will bring this situation to the attention of City staff as soon as possible. If mutually acceptable, the scope of work and the WA Form will be revised through a properly executed amendment to the WA Form. Service Provider is not eligible for compensation for changes in scope unless approved in writing through a revision to a WA Form.
- C. The Service Provider shall provide additional Services under this Agreement only upon written request of the City and only to the extent defined and required by the City. Any

additional Services or materials provided by the Service Provider without the City's prior written consent shall be at the Service Provider's own risk, cost, and expense, and the Service Provider shall not make a claim for compensation from the City for such work.

II. STANDARD OF CARE

- A. Service Provider shall exercise the same degree of care, skill, and diligence in the performance of all Services to the City that is ordinarily possessed and exercised by reasonable, prudent, and experienced professionals under similar circumstances.
- B. Service Provider represents it has all necessary licenses, permits, knowledge, and certifications required to perform the Services described herein.

III. COMPENSATION

- A. As consideration for providing the Services, the City shall pay Service Provider as follows:
 - a. Services will be billed based on the hourly rates as outlined in Exhibit A.
 - b. The Service Provider may provide revised billing rates each year, prior to September 1st, during the term of the Agreement. The billing rates will be reviewed and approved by the City Administrator or his or her designee. Once approved, the revised billing rates will be effective for any work performed on or after the anniversary date of the Agreement.
 - c. The revised billing rates may not be adjusted in proportion to the change in the Consumer Price Index (CPI) for All Urban Consumers (US City Average) in the prior 12 month period as published by the U.S. Department of Labor. Such increase shall not exceed 6%, unless otherwise agreed upon.
 - d. Service Provider is not eligible for reimbursement for miscellaneous expenses unless previously approved by the City. Estimated expenses shall be included in the WA Form created for each project. Unit costs for reimbursements shall be included in Exhibit A.
- B. Service Provider shall submit an itemized invoice to the City on the first day of each month that details the Services that were provided in the month immediately prior, as well as any other charges or reimbursements to which the Service Provider is entitled by this Agreement. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Service Provider of the nature of the dispute regarding the balance.
- C. Service Provider shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

IV. SCHEDULE

- A. Unless otherwise directed by the City, Service Provider shall commence performance of the Services upon execution of this Agreement.
- B. Services shall be completed within the timeframe(s) outlined in WA Form.

- C. Unless amended in writing by the City and executed by the parties to this Agreement, the Service Provider's estimate of hours and price shall not be exceeded.
- D. Neither the City nor the Service Provider shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.
- E. If Service Provider's performance is delayed due to delays caused by the City, Service Provider shall have no claim against the City for damages or payment adjustment other than an extension of time to perform the Services.

V. LIABILITY AND INDEMNIFICATION

- A. Service Provider shall indemnify, defend and hold harmless the City and its departments, elected officials, officers, employees and agents, from and against all liability, suits, actions, proceedings, judgments, claims, losses, damages, and injuries (including attorneys' fees and other expenses of litigation, arbitration, mediation or appeal), which in whole or in part arise out of or have been connected with Service Providers' negligence, error, omission, recklessness, or wrongful or criminal conduct in the performance of Services, including performance by Service Provider's employees and agents; or arising from any claim for libel, slander, defamation, copyright infringement, invasion of privacy, piracy and/or plagiarism related to any materials related to materials Service Provider creates or supplies to the City, except to the extent that such claims arise from materials created or supplied by the City.
- B. Service Provider's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Service Provider whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.

VI. INSURANCE

The Service Provider shall secure and maintain, at its expense, through the duration of this Agreement the insurance described on Exhibit C.

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

- A. Service Provider's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any and all employees of the Service Provider.
- B. While upon City premises, the Service Provider's employees and agents shall be subject to the City's rules and regulations respecting its property and the conduct of employees thereon.

VIII. OWNERSHIP OF WORK PRODUCT

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

IX. RELATIONSHIP OF THE PARTIES

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

X. NOTICES

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

City of Parkville
 Attn: Public Works Director
 8880 Clark Ave.
 Parkville, MO 64152
 (816) 741-7676
aabel@parkvillemo.gov

Vireo
 Attn: Craig Rhodes
 929 Walnut, Suite 700
 Kansas City, MO 64106
 (816) 777-3007
craig@bevireo.com

XI. TERM AND TERMINATION

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.
- B. The term of this Agreement shall be two (2) years from the effective date of this Agreement. The City has the option to renew the Agreement for one (1) additional year, with written notice at least 30-days prior to the anniversary date.
- C. Notwithstanding Article XI, Paragraph B, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days written notice to the Service Provider. The City shall compensate Service Provider for the Services that have been completed to the City's satisfaction as of the date of termination at the rates set forth on Exhibit A, or if the appropriate compensation of services performed through the date of termination is not set forth on Exhibit A, on a pro-rata basis determined by the percentage of completion of services as described on Exhibit A. Service Provider shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

XII. RESOLUTION OF DISPUTES

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

XIII. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. Assignability. Service Provider shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Service Provider from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- C. Media Announcements. Service Provider shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City
- D. Compliance with Local Laws. Service provider shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- E. Equal Employment Opportunity. During the performance of this Agreement, Service Provider agrees as follows:
 - i. Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - ii. Service Provider will, in all solicitation or advertisements for employees placed by or on behalf of Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 - iii. Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- F. Authorized Employees. Service Provider acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Service Provider therefore covenants that it will not knowingly be in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Services related to this Agreement, and that its employees can lawfully to work in the United States.
- G. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal

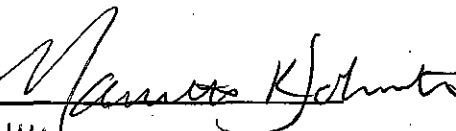
financial interest, direct or indirect, in this Agreement, and Service Provider shall take appropriate steps to assure compliance.

- H. Interest of Service Provider and Employees. Service Provider covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the scope of work associated with this Agreement or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- I. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Service Provider, and attached hereto.
- J. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- K. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- L. Third Parties. The Services to be performed by the Service Provider are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.
- M. Modifications. The Agreement cannot be modified or amended unless evidenced in writing, executed by both parties.

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

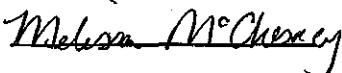
CITY OF PARKVILLE, MISSOURI

By:

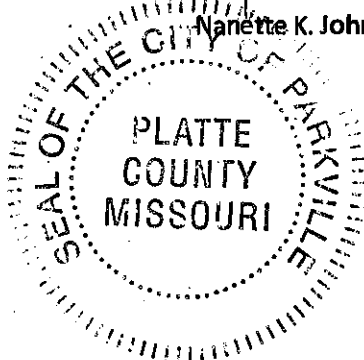


Nanette K. Johnston, Mayor

ATTEST:



Melissa McChesney, City Clerk



PATTI BANKS ASSOCIATES, D.B.A. VIREO

By Linda deFlon

Linda deFlon
Owner



WA # 4

Work Authorization

City of Parkville
Department of Public Works

Preparation date: 4/6/2020

To: Vireo
Attn: Craig Rhodes
929 Walnut, Suite 700
KCMO 64106

General Scope of Work Description/Project:

On-Call Engineering & Architectural Services – Riverfront Parks Entry Signage

Design Concepts for Riverfront Parks Entry Signage

Vireo will contract with the City of Parkville for the design of a new entry sign for Riverfront Parks.

See Attachment "A" Statement of Work with the Scope and Fees

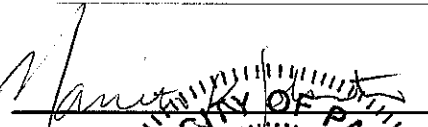
Primary Tasks: (List task and hours):

Estimated Total: \$ 12,800

Project Start Date: 4/6/2020

Estimated Completion Date: 10/1/2020

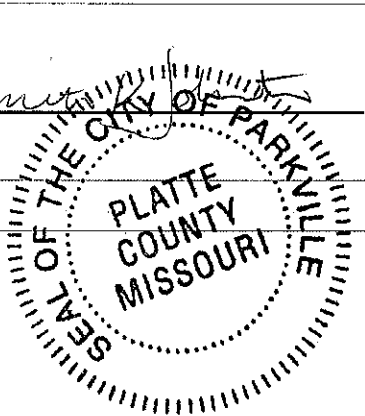
Budget Account Code: 41-550-08-03-00

Schedule:Authorization: 

City Administrator:

Department Head:

Y Mayor:

Signature: 

Date: 04.07.2020

Attachment A – Statement of Work

City of Parkville Mo – Riverfront Parks Entry Signage

Scope of Services

Entry Signage

Planning & Design



BeVireo.com

Kansas City

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Omaha

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Omaha, NE 68102
402-553-5485

1. **Kick-off Meeting:** Vireo will have a Kick-off meeting with City staff to discuss project goals, objectives and design criteria as well as sign placement. Vireo and the City will review existing signage within Parkville and discuss wayfinding and signage system standards. Verification of the current City identity and branding will also be discussed with a focus on a common brand and/or signage system standard and what could be used moving forward throughout the Parks and future projects in Parkville.
2. **Signage Concepts:** Based on input collected during the kick-off meeting, Vireo will create two (2) distinct design concepts for a new entry sign for the Riverfront Parks. Vireo will use Parkville's city-wide graphic standards (if any) including signage materials, elements, colors, typography family and letter spacing, and symbol standards. It is also assumed that the existing Parkville logo and brand will be incorporated as-is.
3. **Interactive Workshop:** Vireo will present two (2) distinct design concepts for a new entry sign that express the look and feel of the brand identity and gather feedback from City representatives on the concepts/themes developed. Specific strengths and weaknesses will be discussed, voted upon and chosen for refinement. This Workshop will serve as the first (1) review with the City. Additionally, Vireo will present one (1) time to CLARB. The desired outcome of the Workshop and presentation to CLARB is a clear direction for refinement and/or combining elements of the Entry Sign concepts into one (1) final design.
4. **Revise Concept Design:** Based on comments gathered from the City in Workshop 1 and CLARB, Vireo will refine and/or combine elements of the Entry Sign concepts into one (1) final Entry Sign concept. The final concept will be further "polished" and include design and size specifications.
5. **Final Concept Design Review:** Vireo will review the final Entry Sign concept one (1) time with the City. Vireo will then present one (1) time to CLARB and one (1) time to the BOA for final review and buy-in.
6. **Finalize and Prepare:** Vireo will make final design edits to the Entry Sign and prepare material, fabrication and installation specifications as well as Cost estimates. Typical details and or standards may be developed to convey design intent that can be used when new signage and wayfinding are installed throughout the City. Site and specific detailed design of additional signs within the City will not be performed.

7. **Deliver:** Once approved and final design is adopted; Vireo will package and provide the digital file format(s) suitable for fabrication by fabricator/manufacturer. Vireo will also provide the City a digital format of the Design Specifications.

Throughout the process, Vireo will work to organize deliverables as they are developed and provide electronic copies of visuals to the City.

8. **Deliverables:**

- a. A total of two (2) concept revisions are included to address comments.
- b. A total of three (3) City Meetings. One (1) Kick-off, One (1) Workshop/Review, and One (1) Final Review.
- c. A total of two (2) presentations to CLARB.
- d. A total of two (1) presentation to BOA.
- e. Vireo will provide:
 - Summary of Feedback from Kick-off Meeting, Workshop and CLARB
 - Digital file format(s) of final Entry Sign and specifications
 - Digital file format(s) of final Entry Sign suitable for fabrication by sign manufacturer/contractor.

Assumptions

1. Any major revisions after reaching an approved direction will be considered additional services. Should such an event occur, Vireo will notify the Client that additional services are about to be entered and will ask for written Client approval to do so. Vireo's fee schedule for additional services is listed below.
2. Any additional requests or revisions not stated in the above scope of services will be considered additional services. Should such an event occur Vireo will notify the Client that additional services are about to be entered and will ask for Client approval to do so. Vireo's fee schedule for additional services is listed below.
3. All Vireo deliverables are digital formats. It is assumed that City Staff will handle production of and coordination with the manufacturer of the sign and/or structure in regard to fabrication, product selection, ordering, and installation.
4. It is assumed that City Staff will handle any coordination with installers with regard to sign placement location(s) within the site area.

Cost

Vireo will provide the above services at a lump sum cost of \$12,800 as shown in the table below. Project cost is for delivery of digital artwork only and does not include production costs. Additional items and services can be provided at Vireo's hourly rates and/or at cost.

Timeline	Tasks	Budget
	Listen	
June	Kick-off Meeting with City (2 Vireo Staff)	\$400
	Design	
June - July	Signage Concepts (2)	\$4,800
July	Interactive Workshop (2 Vireo Staff)	\$800
July	Presentation to CLARB (2 Vireo Staff)	\$200
Mid July - August	Revise Concept Design (1)	\$2,400
August	Final Concept Design Review (2 Vireo Staff)	\$400
August 12	Presentation to CLARB (2 Vireo Staff)	\$200
August 18	Presentation to BOA (2 Vireo Staff)	\$200
	Finalize	
August - September	Finalize and Prepare Final Edits after review and buy-in from City, CLARB, and BOA Summary of Feedback from Kick-off, Workshop and CLARB	\$2,000
August - September	Cost Estimate	\$400
	Deliver	
September	Package and deliver digital file(s) suitable for fabrication	\$400
Fall	Coordination with Fabricator	\$600
PROJECT COST		\$12,800

ADDITIONAL SERVICES

Additional services as determined by the Client and agreed to by Vireo, will be billed at an hourly rate as noted in the fee schedule below.

Owner / Principal	\$145/hr.
Associate V	\$120/hr.
Associate IV	\$110/hr.
Associate III	\$100/hr.
Associate II	\$ 90/hr.
Associate I	\$ 80/hr.