FINANCE COMMITTEE

Monday, April 28, 2025 4:30 PM

Administration Conference Room, City Hall

1. **Call to Order**
2. **Financial Updates**
   A. City Administrator Approvals
3. **Action Items**
   A. Approve the minutes for the April 7, 2025, meeting
   B. Approve on-call professional services agreements with Gibbens, Drake & Scott, Inc. for mechanical engineering services (Administration)
   C. Approve a farming land use agreement with Wright Livestock Inc. for property near the Wastewater Treatment Plant (Public Works)
4. **Non-Action Items**
   A. Sewer Fund Projects
   B. Legacy Project: T3C--Tourism collaboration, communication and coordination
5. **Unfinished Business (postponed from prior meetings)**
6. **Other Business**
7. **Adjourn**

Posted Date & Time: 4/25/25; 11:10 a.m. By: MM

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

4/28/2025 – Finance Committee Meeting

City Administrator Approvals

1. On-Call Pump Station & Sewer Maintenance Agreement – Fluid Equipment
    a. Existing on-call provider whose contract expired in February of this year.
    b. This agreement reestablishes our relationship for continued service provision

2. Professional Engineering Services – North Hills Engineering
    a. Long-standing contractor for the City's sewer and stormwater engineering needs
    b. 8.75% increase in this contract over the previous agreement

3. Mowing & Landscaping Services – White Lawn & Landscape
    a. New agreement with a new vendor – lowest bidder
    b. The City consolidated all our mowing needs into one contract to realize economies of scale

CONTRACTOR	TOTAL BID AMOUNT
Embassy	$45,117.88
Dupree	$62,887.00
Heritage / EMB	$63,000.00
By the Blade	$51,610.00
White Lawn	$37,425.00
K&D	$69,765.00
Focal Point	Incomplete Submission

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

Date: April 23, 2025

Prepared By:
Brittanie Propes, Parks & Recreation Director

ISSUE:
Third amendment to the use agreement with the Parkville Farmers Market Association for use of the farmers market (Parks)

BACKGROUND:
On March 17, 2020, the Board of Aldermen approved a use agreement allowing the Parkville Farmers Market Association (PFMA) to manage the downtown farmers market as a private entity. This agreement established the terms under which PFMA may continue operating the market on public land.

In both 2023 and 2024, PFMA requested a waiver of the scheduled annual fee increase due to the unavailability of the farmers market shelter/structure. Given these circumstances, the City granted waivers for those years. As the PFMA will continue to operate from the downtown parking lot at the start of the 2025 season, we recommend waiving the fee increase for the 2025 agreement as well.

In addition, staff recommends that a comprehensive review and revision of the use agreement be conducted in 2026, once PFMA is operating from the newly constructed market space for the full season. This will allow the City and PFMA to establish updated terms that reflect the new location, operational needs, and long-term goals for the market.

This agreement is acceptable to PFMA as is the approach to the comprehensive review and revision of the use agreement for 2026.

STRATEGIC GOAL(S):
Parks and Recreation

BUDGET IMPACT:
There is no budget impact.

ALTERNATIVES:
This item has been approved by the City Administrator and is provided as an FYI.

STAFF RECOMMENDATION:
Staff recommends amending the current use agreement with the Parkville Farmers Market Association (PFMA) to waive the scheduled fee increase for the 2025 season. This recommendation is based on the continued temporary relocation of the market to the Downtown Parking Lot, due to the ongoing unavailability of the Farmers Market building.

In addition, staff recommends that a comprehensive review and revision of the use agreement be conducted in 2026, once PFMA is operating from the newly constructed market space for the full season. This will allow the City and PFMA to establish updated terms that reflect the new location, operational needs, and long-term goals for the market.

POLICY:
Section 18 of the Use Agreement states that the agreement may only be modified in writing, and all changes must be approved and signed by both parties. The third amendment will be presented to the Board of Aldermen for approval by resolution.

SUGGESTED MOTION:
As this item is within the City Administrator's approval authority, the Finance Committee does not need to take any action.

ATTACHMENTS:
1. Third Amendment to PFMA Use Agreement

Finance Committee Meeting
Monday, April 7, 2025 4:30 PM
Administration Conference Room, City Hall

Minutes

1. **Call to Order**

Chair Wylie called the April 7, 2025, meeting to order at 4:32 p.m. A quorum was present.

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

City Staff Present: City Administrator Alexa Barton, Deputy City Administrator/Finance Director Bryan Kidney, Assistant City Administrator Jeffery Rhodes, City Attorney John Mautino, Police Chief Kevin Chrisman (*via videoconference*), Community Development Director Stephen Lachky, Parks & Recreation Director Brittanie Propes and City Clerk Melissa McChesney

2. **Financial Updates**

3. **Action Items**

A. **Approve the minutes for the March 24, 2025, meeting**

Philip Wassmer moved to approve the minutes for the March 24, 2025, meeting. Dean Katerndahl seconded; motion passed 3-0.

4. **Non-Action Items**

A. **Upcoming text amendment pertaining to Small Animals and Fowl**

City Administrator Alexa Barton stated that the Board of Aldermen directed staff at the March 18 meeting to draft an ordinance to ban chickens, and she wanted to confirm that it was the correct direction for staff.

Community Development Director Stephen Lachky said that Alderman Lee moved to prohibit chickens within residential zoning districts, with exceptions for residents who had existing chicken coops who would need to obtain a permit. It would become effective July 25.

Discussion focused on when the ordinance would become effective, confirmation that the rest of the motion was the correct direction, and a 60-day window for residents with chickens to notify the City.

B. **Upcoming voluntary annexation petition of 9690 NW Highway 45**

Community Development Director Stephen Lachky provided an overview of the annexation request, noting that developers were more likely to develop the property if it was in the Parkville city limits. Staff was concerned with the condition of Blair Road and the storm sewers that connected to the Platte County Regional Sewer District. Lachky said it was easier to include a condition in a development application to fix issues as part of a development.

C. **<u>Upcoming Code Amendment Prohibiting Drivers from Using a Handheld Electronic Communication Device while Driving</u>**

City Attorney John Mautino said the state law became effective in January 2024, with a grace period, that prohibited electronic communication device usage while driving a motor vehicle. Mautino said that in order for the City to enforce it, an ordinance was required to amend the Parkville Municipal Code. He added it was a secondary violation.

5. Unfinished Business (postponed from prior meetings)

6. Other Business

City Administrator Alexa Barton said there would be a variety of financial updates and annual 2024 year-end adjustments on the April 15 Board of Aldermen meeting agenda. She said the City had received notices regarding changes in how American Rescue Plan Act (ARPA) funds could be used. Smaller cities could use the funds to write off one-time loss revenues. The City received $1.4 million in ARPA funds and a budget fund was set up and unspent dollars were committed by the end of 2024. Dollars labeled ARPA would be transferred to the General Fund and the expenses reclassified, which would be shown in the budget adjustment. She noted the funds would be used for audiovisual and technology changes.

7. Adjourn

Chair Wylie adjourned the meeting at 5:08 p.m.

Submitted by:

____________________ ____________________

Melissa McChesney Approval Date
City Clerk

CITY OF PARKVILLE
Policy Report

Date: April 24, 2025

Prepared By:
Jeffery Rhodes, Assistant City Administrator

Reviewed By:
Alexa Barton, City Administrator

ISSUE:
Approve on-call professional services agreements with Gibbens, Drake & Scott, Inc. for mechanical engineering services (Administration)

BACKGROUND:
The City employs professional staff with engineering and planning backgrounds. However, there is limited staff capacity to perform many of these functions. There are also various engineering and planning disciplines that are specialized. To accommodate mechanical engineering needs for upcoming HVAC and electrical projects, staff recommend contracting with a firm who specializes in these technical fields.

The procurement of engineering and planning professional services must follow a qualification-based selection process. The City conducted this process back in 2024 and received one qualified firm for mechanical engineering services. Upon review of their proposal, City staff pursued additional firms for competitive rate purposes. Staff reached out to Gibbens, Drake & Scott, INC (GDS), a qualified firm in the Kansas City region, and asked them to submit their qualifications for mechanical engineering professional services. Their rates are much more competitive and staff recommends approval of this agreement to add GDS to the list of approved on-call professional service providers.

STRATEGIC GOAL(S):

- Operational Excellence
- Infrastructure and Public Facilities

BUDGET IMPACT:
The City programs money each year, in the various department budgets, to hire for professional services. The staff will manage the professional services needs with the budget available.

ALTERNATIVES:

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

STAFF RECOMMENDATION:

Staff recommends approval of the on-call professional services agreements with Gibbens, Scott & Drake, INC.

POLICY:
The Purchasing Policy, Resolution No. 23-016, requires Board of Aldermen approval for all expenses above $50,000, upon recommendation of the Finance Committee.

SUGGESTED MOTION:
I move to recommend that the Board of Aldermen approve on-call professional services agreements with Gibbens, Drake & Scott, Inc. for mechanical engineering services..

ATTACHMENTS:
1. On-Call Agreement - Mechanical, Electrical & Plumbing

CITY MECHANICAL, ELECTRICAL, PLUMBING AND TELECOMMUNICATIONS ENGINEERING AND DESIGN ON-ON-CALL PROFESSIONAL SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this __6___ day of _May, 2025 by and between the CITY OF PARKVILLE, MISSOURI ("City") and Gibbens Drake Scott, Inc. ("Service Provider").

WHEREAS, the City requires On-Call Mechanical, Electrical, Plumbing and Telecommunications Engineering and Design 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, Parks & Recreation 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, and hold harmless the City and its departments, elected officials, officers, and employees , from and against liability, judgments, costs, damages, and injuries (including reasonable attorneys’ fees and other expenses of litigation, arbitration, mediation or appeal), which arise out of the 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, after payment in full to Service Provider. 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: Jeffery Rhodes, Assistant City Administrator
8880 Clark Avenue
Parkville, Missouri 64153
jrhodes@parkvillemo.gov

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 Section285.530, 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: ___________________________

Dean Katerndahl, Mayor

ATTEST:

____

Melissa McChesney, City Clerk

CONTRACTOR

By: ____________________________

Jay R. Guerra, PE

EXHIBIT A

SCOPE OF WORK and FEES

Scope of Work: The scope of professional services may include, but not limited to, the following disciplines:

A. ***Mechanical***

B. ***Electrical***

C. ***Plumbing***

D. ***Telecommunications***

E. ***Stormwater***

F. ***Structural***

G. ***Planning***

H. ***Complete consulting and other engineering design services***

Hourly Rate Table: GIBBENS DRAKE SCOTT, INC., Effective January 1, 2025

CLASSIFICATIONS	HOURLY RATES FOR PROFESSIONAL SERVICES
PRINCIPAL/PRESIDENT	$185.00
PRINCIPAL/SR. VICE PRESIDENT	$175.00
PRINCIPAL/VICE PRESIDENT	$150.00
OFFICER	$130.00
SR. PROJECT MANAGER	$135.00
PROJECT MANAGER	$120.00
SENIOR ENGINEER	$145.00
ENGINEER III	$125.00
ENGINEER II	$110.00
ENGINEER I	$100.00
SENIOR DESIGNER	$135.00
DESIGNER III	$115.00
DESIGNER II	$ 95.00
DESIGNER I	$ 80.00
CAD/BIM Manager	$110.00
CAD/BIM TECHNICIAN II	$100.00
CAD/BIM TECHNICIAN I	$ 90.00
MIS MANAGER	$110.00
ADMINISTRATIVE ASSISTANT	$ 75.00

EXHIBIT B

City of Parkville
Work Authorization for Professional Services

WA Number:
Date:
Issued to:

Project/Work Description
Title:

Background:

Scope of Work:

Schedule and Price
Project Start Date:
Estimated Completion Date:
Latest Acceptable Date:
Estimated Hours of Work:
Estimated Cost:
Expenditure Limit:
Budget Account Code:

Acceptance of this work authorization constitutes agreement to perform the work described above in accordance with the Professional Services Agreement.

Name/Title: ______________________ Signature: ______________________
Company: ______________________ Date: ______________________

Authorization

Department Head: ______________________ Date: ______________________
City Administrator (if over $1,000): ______________________ Date: ______________________
Mayor (if over $2,500): ______________________ Date: ______________________

EXHIBIT C

INSURANCE REQUIREMENTS

1. The Service Provider shall secure and maintain through the duration of this Agreement insurance (on an occurrence basis unless stated below) of such types and in such amounts stated below, but in no case less than as may be necessary to protect the Service Provider and the City and agents of the City against all hazards or risks of loss as hereinafter specified. The City will only accept coverage from an insurance carrier who offers proof that it:

   a. Is authorized to do business in the State of Missouri;
   b. Carries a Best's policy holder rating of A-VIII or better and at least a Class X financial rating.
   c. Is a company mutually agreed upon by the City and the Service Provider.

2. The form of such insurance, together with the underwriter thereof in each case, shall be approved by the City, but regardless of such approval it shall be the responsibility of the Service Provider to maintain adequate insurance coverage at all times. City reserves the right to review certified copies of any and all insurance policies to which this Agreement is applicable. Failure of the Service Provider to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation, including but not limited to, the indemnification obligation.

3. The cost of defense of claims shall not erode the limits of coverage furnished. (This does not apply to Professional Liability, see Article 13).

4. If Service Provider should retain consultants to perform any of its services, Service Provider shall see to it that such third party maintains such insurance and shall furnish evidence thereof to City.

5. The insurance policies shall require that City shall be given at least thirty (30) days written notice from the insurer(s) before cancellation (except for non-payment of premium, for which at least ten (10) days advance notice shall be given to City) of such insurance and shall contain an endorsement stating the insurers agreement to provide such notice, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms, such as Acord forms. A copy of the Notice of Cancelation Endorsement must be furnished to the City prior to commencement of Work. Cancellation, non-renewal or material modification of coverage of any such insurance shall be the basis for the City's exercising its right to terminate the Contract.

6. Satisfactory certificates of insurance, written on a standard AIA Document G705 or ACORD form 25-S, Accord Form 27, as applicable, shall be filed with the City prior to commencement of work. The Certificate shall specify the date when such insurance expires. A renewal certificate shall be furnished to City prior to the expiration date of any coverage. Service Provider shall keep all insurance in force throughout performance of the Services and for three (3) years after the Project Completion Date, so long a policy is reasonably available.

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

8. Service Provider shall include the Indemnitees as identified in the Agreement as additional insureds on the Commercial General Liability Insurance and the Commercial Automobile Liability Insurance policies described in Section 9. Indemnitees shall be included as additional insureds under Service

Provider’s furnished insurance (except Workers’ Compensation Insurance and Professional Liability Insurance), for ongoing and completed operations. General Liability shall provide the additional insured status by using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/13 or other carrier form per Article 5). Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING and shall not be deemed to limit Service Provider's liability under this Agreement.

9. Service Provider agrees to procure and carry, at its sole cost, until completion of this Agreement all insurance, with identical limits of liability and scope of coverages, as set forth below:

10.1 <u>Commercial Automobile Liability Insurance</u>. Service Provider shall maintain commercial automobile insurance, including contractual liabilities insuring the Indemnities set forth in the Agreement, subject to standard ISO CA0001 coverage terms and conditions, covering all owned, non-owned and hired automobiles used in connection with the services or other work hereunder and shall have minimum bodily injury and property damage limits of One Million Dollars $1,000,000.00 combined single limit each accident. An MCS-90 endorsement shall be procured when applicable.

10.2 <u>Workers' Compensation and Employer's Liability Insurance</u>. Service Provider shall maintain Worker's Compensation Insurance to cover the statutory limits of the Workers' Compensation laws of the state in which any work is to be performed and when applicable to Federal Laws, Voluntary Compensation and Employer's Liability (including occupational disease) coverage with limits not less than One Million Dollars $1,000,000.00 per occurrence. The Service Provider shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include "all states" coverage.

10.3 <u>Commercial General Liability Insurance</u>. Service Provider shall obtain and maintain Commercial General Liability Insurance, on an occurrence form for the hazards of (i) construction operation, (ii) subcontractors (iii) independent contractors, (iv) products and completed operations (with completed operations to remain in force for as long as Service Provider or those included as Additional Insureds bear exposure under all applicable statutes of limitation following project completion), (v) explosion, collapse and underground, (vi) pollution liability, and (vii) contractual liability insuring the indemnities set forth in the Agreement subject to standard ISO CG0001 coverage terms and conditions. Each Project shall have minimum limits of One Million Dollars $1,000,000.00 per occurrence and Two Million Dollars $2,000,000.00 products/completed operations aggregate coverage.

10.4 <u>Excess Liability</u>. Service Provider shall maintain Excess Liability coverage on an umbrella form with minimum limits of One Million Dollars $1,000,000.00 per occurrence and Two Million Dollars $2,000,000.00 aggregate.

11. Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers thereunder against City and all its assigns, affiliates, employees, insurers and underwriters.

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

13. Professional Liability coverage. The Service Provider shall procure and maintain Professional Liability Insurance in an aggregate amount of not less than One Million Dollars ($1,000,000.00), with a deductible of not more than One Hundred Thousand Dollars ($100,000.00). Such insurance shall be issued by companies reasonably acceptable to City, and shall not be canceled, without thirty (30) days' prior written notice to the City, except for non-payment of premium, (for which at least ten (10) days advance notice shall be given to City. If any professional liability is canceled or not renewed, any substitute policy shall have a commencement date retroactive to the date upon which the Service Provider commences performance of the Services under this Agreement.

14. Service Provider shall not be permitted to commence any work on site until satisfactory copies of the Certificates evidencing insurance; Notice of Cancellation Endorsement; and Additional Insured Endorsement, have all been received and approved by City. Delay in commencement due to failure to provide such documentation shall constitute an unexcused delay.

CITY OF PARKVILLE
Policy Report

Date: April 22, 2025

Prepared By:
Daniel Harper, Public Works Director

Reviewed By:
Alexa Barton, City Administrator

ISSUE:
Approve a farming land use agreement with Wright Livestock Inc. for property near the Wastewater Treatment Plant (Public Works)

BACKGROUND:
The City owns approximately 60 acres of land near the City's wastewater treatment plant. This land was obtained for the distribution of biosolids that are a byproduct of the wastewater treatment process. This biosolid waste contains many products that are absorbed into the environment, such as various minerals and micronutrients that are consumed by plants and animals over time. The amount of biosolid distribution is closely regulated by the State to 2 tons of material per acre of farmland. While most of these products are consumed by the environment at a rate that balances with this distribution, nitrogen is one product that needs additional methods to balance out in the environment.

To remove this nitrogen from the environment, the most common practice is the planting of corn in those fields, which is a crop known to remove nitrogen at a rate high enough to keep the environment healthy. For this reason, the City had previously contracted these fields with the Kringle family, who would plant corn for this purpose. As time went on, their business model was no longer able to financially sustain the production of corn, and they were interested in planting other crops. Staff met with the Kringles in March 2025 to discuss their options, and unfortunately a compromise could not be reached to achieve their goals and the City's need/requirement to remove nitrogen from the soil. The contract was then canceled so that staff could find another farmer that could plant corn.

The City contacted Wright Livestock, who owns multiple acres of farmland adjacent to the land owned by the City, for possible interest in renting the land to farm with the intent of planting corn to meet the City's needs. After discussing the proposed arrangement with Wright Livestock, an amount of $100 per acre per year for the land use was agreed upon and that they would be able to plant corn in 2025 before the planting season concluded. The proposed Agreement, a copy of which is attached, is calculated to bring in $3,000 per year of revenue into the sewer fund for the use of this land in the City, while also providing a means for the removal of nitrogen from the soil. As part of this Agreement, Wright Livestock would be able to utilize the land for their farming operation. They would have access to approximately half of the 60-acre premises each year for planting crops, and the location of the farmed area would rotate each year in order to allow the City to apply biosolids across the 60 acres in an even manner.

Once before the full Board of Aldermen, the Agreement will be subject to approval by resolution.

STRATEGIC GOAL(S):

Infrastructure and Public Facilities

BUDGET IMPACT:
The Sewer Fund would receive a revenue of $3,000 annually to be deposited and budgeted as part of the annual operating budget. This agreement does not have an expenditure component.

ALTERNATIVES:

1. Approve the Farming Use Agreement with Wright Livestock, Inc.
2. Approve the item, subject to changes.
3. Do not approve the item.
4. Postpone the item.

STAFF RECOMMENDATION:
Staff recommends approval of a resolution for a farming land use agreement with Wright Livestock Inc. in an annual installment amount of $3,000.

POLICY:
The Board of Aldermen approves agreements regarding the sale, use, or lease of City-owned property.

SUGGESTED MOTION:
I move to approve a resolution approving a farming land use agreement with Wright Livestock Inc. for property near the Wastewater Treatment Plant in the amount of $3,000 annually.

ATTACHMENTS:
1. Farming Land Use Agreement - Wright Livestock

FARMING USE AGREEMENT

This Use Agreement is made and entered into this ____ day of ____, 2025 by and between the City of Parkville, Missouri, a municipality of the fourth class, hereinafter called "the City," and Wright Livestock, Inc, 42922 Old Highway 10, Richmond, Missouri, 64085 hereinafter called "the Farmer."

WHEREAS, the City owns approximately sixty (60) acres of land generally located at the southwest comer of River Road and Hwy FF in Parkville, Platte County, Missouri, 64152, as further described in Exhibit A, attached hereto and incorporated by reference, hereinafter the "Premises"; and,

WHEREAS, the City owns and operates a wastewater treatment plant adjacent to the Premises which produces a product known as biosolids; and,

WHEREAS, the City applies biosolids on approximately thirty(30) acres of land on the Premises each year and must maintain soil levels within guidelines as expressed by the Missouri Department of Natural Resources; and,

WHEREAS, the City needs to field area on Premises to be cultivated to help remove nutrients necessary to continue applying biosolids in the future; and,

NOW THEREFORE, The City agrees to allow the Farmer to use the Premises, as follows:

1. **Term.** The term of this Agreement shall commence on the Effective Date, as defined in Section 12, and shall terminate on December 31, 2028. The first year of the term shall run from the Effective Date until December 31, 2025, and each subsequent year of the term shall run from January 1st through December 31st of the respective year.

2. **Grant of Use.** The Farmer is granted the non-exclusive use of the Premises to plant and harvest corn, or another crop that is mutually acceptable to the Farmer and the City, on a portion of the Premises as described in this Section (the "Permitted Use"). The City will divide the total field area of the Premises into two halves, each having an area of approximately 30 acres. For a period of one year the Farmer will plant and raise a crop on one half, and the City will apply biosolids on the other half. Alternation of the two halves will occur immediately following harvest, or at a time mutually agreed between the City and Farmer. The Farmer is responsible to provide, maintain, and insure all equipment used to deliver, plant, and harvest such crops. The Farmer will deep till the working half of the field upon completion of harvest. The Farmer is limited to using the access pathway that is specified by the City when farming activities are being performed on the Premises. The City shall provide and maintain the access designated by City for use by the Farmer without additional charge to the Farmer beyond the user fee specified in Section 3.

3. **User Fee.** In exchange for the grant of use provided by the City under this Agreement, he Farmer shall pay to the City an annual user fee of three-thousand dollars ($3000) per year. The payment for the first year of the term of the Agreement shall be due and payable within 30 days of the Effective Date, and the user fee for the remaining years of the term of the Agreement shall be due and payable by January 31st of each subsequent year of the term of the Agreement. In the event the City terminates the Agreement for convenience pursuant to Section 9, below,

4. **Insurance.** The Farmer shall secure and maintain, at its expense, through the duration of this Agreement Commercial General Liability Insurance on an occurrence basis with minimum limits of $1,000,000 per occurrence and $1,000,000 aggregate coverage. The City will only accept coverage from an insurance carrier that offers proof that it:
    a. Is licensed to do business in the State of Missouri;
    b. Carries a Best's policy holder rating of A or better; and
    c. Carries at least a Class X financial rating.

   The Farmer shall furnish the City with a Certificate of lnsurance on a standard ACORD form, indicating types of insurance, policy numbers, dates of commencement and expiration of policies and carriers. The Farmer shall cause the City to be included as an Additional Insured, and shall require its insurer to provide the City with at least 30 days' advance notice of cancellation. The Farmer shall deliver to the City a copy of an Additional Insured Endorsement, using ISO Additional Insured

Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/13 or other carrier form) and a Notice of Cancellation Endorsement, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms. A copy of the Notice of Cancelation Endorsement and Additional Insured Endorsement must be furnished to the City prior to commencement of any services on City property.

5. **Indemnification.** The Farmer will indemnify the City and save the City harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with the loss of life, personal injury, theft, vandalism or damages to property arising out of or from the use of the Premises by the Farmer, provided, however, the Farmer will not be liable to the City on any claim, to the extent it is caused by the negligence of the City, or its agents or employees. Failure of the Farmer to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation, including but not limited to, the indemnification obligation.

6. **Compliance with Law.** The Farmer must comply with all applicable local, state, and federal laws with regard to farming operations. Failure to comply with applicable laws is considered a breach of this agreement.

7. **Successors and Assigns.** This agreement shall extend to and be binding upon the successors and assigns of the parties hereto, subject to written City approval of any assignment by the Farmer.

8. **Termination for Cause.** If either party fails to fulfill the terms of this Agreement, the other party may provide sixty (60) days written notice to the offending party that outlines the specific issues of default. If the default is not cured within sixty (60) days, the Agreement will terminate.

9. **Termination for Convenience.** The City may at any time and for any reason terminate the agreement upon thirty (30) days written notice to the Farmer.

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

11. **Notice.** Written notice regarding this agreement shall be effective upon receipt via hand-delivery; three working days after deposit in the U.S. Mail or by confirmed delivery by national overnight delivery service to the following addresses:

    To City:

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

    To Farmer:

    Derry Wright, President
    Wright Livestock, Inc.
    42922 Old Highway 10,
    Richmond, MO 64085

12. **Effective Date.** This Agreement shall be effective upon the date of full execution by the parties, as shown in the opening paragraph of the Agreement, above (the "Effective Date").

13. **Entire Agreement.** This document constitutes the entire agreement between the Farmer and the City. This Agreement cannot be modified except in writing and must be signed by all parties. Neither the Farmer nor City has made any promises or representations, other than those set forth in this Agreement and those implied by law.

In witness whereof of the parties have set their hands this __day of _____, 2025.

Farmer

By: ________________________________
Derry Wright

The City of Parkville, Missouri

By: ____________________________
Dean Katerndahl, Mayor

ATTEST:

By: ______________________________
Melissa M. McChesney, City Clerk

EXHIBIT A
Premises

Parcel number 20-8.0-33-000-000-002.002 and the portion of parcel number 20.8.0-33-000-000-003.001, generally located: on the southernmost portion of said parcel; south of the intersection of River Road, Union Chapel Road and FF Highway; west of Rush Creek; south of the Burlington Northern Santa Fe railroad right-of-way; and bounded by the existing tree lines; excluding the Parkville Wastewater Treatment Plant. The property is generally depicted as the area in bounded in red below.

ITEM 4.B.
For 4/28/2025
Board of Aldermen - Finance Committee Meeting

CITY OF PARKVILLE
Policy Report

Date: April 24, 2025

Prepared By:
Alexa Barton, City Administrator

Reviewed By:
Alexa Barton, City Administrator

ISSUE:
Legacy Project: T3C--Tourism collaboration, communication and coordination

BACKGROUND:
The Legacy Project: T3C, launched by Parade of Hearts (POH), is a forward-thinking regional collaboration initiative designed to amplify tourism, communication, and coordination across the Kansas City region in preparation for 2026—a milestone year for civic engagement and regional pride. T3C stands for Tourism, Collaboration, Communication, and Coordination, reflecting its core mission and long-term regional impact potential.

To be a part of this collaborative program, the city will appoint a representative who would provide 3-5 hours/month (May thru September 2026) to help create the centralized regional public-facing application/platform, connecting residents and visitors to events, businesses, and attraction. It is searchable by city, county, or ZIP code, and has built-in GIS mapping, real-time alerts, and seamless navigation.

The purpose is to boost local business and tourism information that provides a geo-targeted notifications that boost foot traffic and engagement within the community. And while the deadline to design this legacy project, it has the potential for continued use beyond 2026.

Commitment from the city is needed by May 9, 2025, and the one-time commitment cost of $10,000 is due by December 31, 2025.

STRATEGIC GOAL(S):

- Communications Best Practices

BUDGET IMPACT:
Should the Board of Aldermen wish to participate in the T3C municipal program, there are funds ($10,000) within the 2025 budget for FIFA 2026 allocated in Fund (46) Guest Tax / Economic Development Fund, #501.07-03-00

ALTERNATIVES:

1. Propose item for approval
2. Approve the item, subject to changes.
3. Do not approve the item.

4. Postpone the item.

STAFF RECOMMENDATION:
Staff recommends consideration for participation in the T3C (See attached document for overview of program).

POLICY:
NA

SUGGESTED MOTION:
As this is a non-action item, no motion is needed.

ATTACHMENTS:
1. T3C Project Summary

Summary Report: Legacy Project: T3C – A Regional Tourism Collaboration Initiative

Overview
The Legacy Project: T3C, launched by Parade of Hearts (POH), is a forward-thinking regional collaboration initiative designed to amplify tourism, communication, and coordination across the Kansas City region in preparation for 2026—a milestone year for civic engagement and regional pride. T3C stands for Tourism, Collaboration, Communication, and Coordination, reflecting its core mission and long-term regional impact potential.

About the Organizing Entity
Parade of Hearts is a registered 501(c)(3) public charity based in Missouri, known for placing artist-designed heart sculptures throughout the Kansas City region to celebrate local culture, foster unity, and support nonprofits. POH's existing work has demonstrated the power of art to drive tourism and economic activity. Legacy Project: T3C is a natural extension of this mission—expanding the organization's impact from public art to a fully integrated digital tourism ecosystem.

Program Highlights

Eligibility and Participation
Cities and counties within the Kansas City metro area—including Cass, Clay, Jackson, and Platte counties in Missouri, and Douglas, Johnson, and Wyandotte counties in Kansas—are invited to participate.

Participants will appoint representatives to a coordinating T3C task force, which will serve as the central hub for planning, promoting, and managing the initiative. The commitment requires approximately 3–5 hours per month from May 2025 through September 2026.

Key Benefits for Cities and Counties

1. **Access to a Centralized Digital Tourism Platform**
    - A public-facing app launching in April 2026 will consolidate regional events, businesses, and attractions.
    - Visitors can explore by city, county, or ZIP code using an intuitive, GIS-integrated interface.
2. **Exclusive Promotion and Visibility**
    - Participating cities can promote local businesses and events directly to app users.
    - The platform uses geo-tracking to send real-time visitor notifications near heart sculptures and points of interest.
3. **Support for Local Businesses**
    - Businesses can list free promotions, reaching users in real-time through a simple digital form.
    - Cities can leverage their existing networks (newsletters, social media, etc.) to promote business involvement.
4. **Collaboration and Efficiency**
    - A private back-end portal will allow participants to:
        - Coordinate events across municipalities.
        - Share resources and avoid scheduling conflicts.
        - Access an analytics dashboard to track engagement.
    - API and RSS integration will allow seamless data sharing with existing tourism calendars.

5. **Scalable and Inclusive Model**
    - Despite varying city sizes, all participants receive the same access to tools and exposure for a flat $10,000 one-time fee—significantly subsidized from the estimated $75,000+ per jurisdiction development cost.
6. **Legacy Value**
    - The digital infrastructure and task force may continue beyond 2026, creating an enduring system for regional promotion and collaboration.

Financial Considerations

- **Participation Fee**: $10,000 one-time payment, due by December 31, 2025.
- **Joint Participation**: Not permitted. Each city must join independently to maintain platform equity and usability.
- **Funding Options**: Municipalities can seek private sponsors to cover the cost, with opportunities for name recognition.

Why It Matters for the City

Joining Legacy Project: T3C gives your city a powerful seat at the table in one of the largest regional tourism collaborations ever undertaken in Kansas City. With millions of regional residents and tens of thousands of visitors expected in 2026, this platform ensures:

- Your local businesses and events get amplified visibility.
- Your city collaborates rather than competes with neighboring communities.
- Your stakeholders have cutting-edge digital tools for promotion and outreach.

Failing to opt in by April 30, 2025, (This date has been extended to May 9, 2025) will mean exclusion from this exclusive platform, which may reduce your city's visibility and economic opportunities during a landmark year for the region.

Conclusion
Legacy Project: T3C is a smart, strategic opportunity for municipalities to invest in regionalism, digital innovation, and community-driven tourism. By joining, your city becomes a part of a legacy that celebrates connection, culture, and commerce throughout the heartland.