FINANCE COMMITTEE
Monday, November 9, 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: 834 2413 1587; Password: 141858 – rather than appear at City Hall (note: occupancy will be limited).

1. **Call to Order**

2. **Financial Updates**
   A. City Administrator Approvals
   B. 3rd Quarter 2020 Budget Variance Report

3. **Action Items**
   A. Approve the minutes of the October 26, 2020, meeting
   B. Renew a professional services agreement with the Platte County Citizen for newsletter creation, publishing and mailing services of the City's printed newsletters (Administration)
   C. Direct staff to approve a professional services agreement with Baker Tilly for a sewer allocation study (Public Works)

4. **Non-Action Items**
   A. Quarterly Projects Update

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

6. **Other Business**

7. **Adjourn**

Posted Date & Time: 11/6/20; 10:30 a.m. By: MM

Parkville Missouri

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: October 28, 2020

Department: Public Works

Low Bidder and Contract Amount:

Terry Snelling Construction, Inc.
20004 E. Yocum
Independence, MO 64058

$9,629.00

General Scope of Work Description/Project:

Change Order #2 – Pinecrest Curb Repair:

On March 17, 2020, the Board of Aldermen approved a construction agreement with Terry Snelling Construction for the 2020 Curb & Sidewalk program. The work associated with the City's annual curb and sidewalk program has been completed.

Since that time, staff was alerted to an issue with the curb in the Pinecrest subdivision. The area around the curb has settled, causing a hazard. The repair cannot wait until the 2021 program next Spring. Staff contacted Terry Snelling to provide pricing associated with the repair.

The cost to replace 269 feet of curb in Pinecrest will be $9,629.

There is funding available in the Transportation Fund budget to cover this project expense.

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

The City released a bid package for the 2020 Curb & Sidewalk program in early 2020. Terry Snelling Construction was the low bidder.

Project Start Date: 10/21/20

Estimated Completion Date: 12/20/20

Budget Account Code: 40-520.04-90-00

Authorization:

☐ City Administrator: ______________________ Date: ______________

☐ Department Head: Alysen Mahl 10/28/20

☐ Mayor (if applicable): ______________________ ______________

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

Change Order 2

PROJECT (*Name and address*):
2020 Curb & Sidewalk

CHANGE ORDER NUMBER: 2
DATE: October 21, 2020

TO CONTRACTOR (*Name and Address*):
Terry Snelling Construction, Inc.
20004 E. Yocum
Independence, MO 64058

PROJECT NO.: ________________
CONTRACT DATE: 3/17/2020

THE CONTRACTOR IS CHANGED AS FOLLOWS:

The original Contract Sum was	$	49,980.00
The net change by previously authorized Change Orders	$	251.20
The Contract Sum prior to this Change Order was	$	50,231.20
The Contract Sum will be increased by this Change Order in the amount of	$	9,629.00
The new Contract Sum including this Change Order will be	$	59,860.20

The Contract Time will be increased to December 20, 2020.
The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

Replacement of failing curb and gutter in the Pinecrest neighborhood. This includes the replacement of 269 lineal feet of curb in three locations identified by the City.

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

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

TERRY SNELLING CONST., INC.
CONTRACTOR (*Firm name*)

2004 E. Yocum, Independence, MO 64058
ADDRESS

BY (*Signature*)

Terry Snelling
(*Typed name*)

10/21/20
DATE

CITY OF PARKVILLE
OWNER (*Firm Name*)

8880 Clark Ave., Parkville, MO 64152
ADDRESS

BY (*Signature*)

AMA

Joe Parente, City Administrator
(*Typed name*)

DATE

DB04/0832356.0002/10775024.1 WP08

Terry Snelling Construction, Inc.

www.terrysnellingconstruction.com
info@terrysnellingconstruction.com
20004 E. Yocum Rd, Independence, MO 64058
Ph: 816-985-4507
Fax: 816-796-9888

PROPOSAL

Proposal Submitted To:		Project Location:	Page 1
City of Parkville, MO Attention Alan Schank		Curb and Gutter Replacement	

Phone:	913-915-4156	Email/Fax:	aschank@parkvillemo.gov	Date Submitted:	Oct 14, 2020

We hereby propose to furnish all labor, materials, and equipment to perform the following scope of work:

Replacement of Failing Curb and Gutter We measured 269 lin ft of curbing which had failed at three locations on the same residential street. We will remove, haul and dispose, prepare grade and install new curbing dowelling the new curb into the existing concrete street on 24" intervals. Because the new curb will require raising City will provide rock necessary and any soil required for backfill once the curb is in place. Slight asphalt paving may be required which will also be accomplished by the City. Price is **$9629.00** Curbing across driveway will be modified to soften the slope going into the drives. Some drive could use replacement which would further improve the slope from the street. As these are private they will be priced if requested.

Note: Exemption certificate from City of Parkville, will be required with termination date of 11-30-2020

Any alteration or deviation from the above described scope of work or quantity of work may result in an increase or decrease in individual unit prices if they are specified, and an increase or decrease in the overall total of this proposal. Such changes will only be executed upon written and accepted change orders to this proposal. We will provide General Liability and Workmen's Compensation Insurance. Invoices are submitted to the Property Owner/Agent upon completion of the project. Payment should be received by us within 15 days of Invoice date. Failure of the Property Owner/Agent to pay for the work provided when due shall constitute its agreement to pay all reasonable costs of collection allowed by law including, without limitation, attorney or collection agency fees, as well as interest at the rate of 18% per annum on any unpaid balance, such interest to commence at the due date.

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS SUBJECT OF THIS CONTRACT. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

All material is guaranteed to be as specified and the work to be completed in a substantial workmanlike manner for the sum of:

Nine Thousand Six Hundred and Twenty Nine Dollars and no/100	$9,629.00

With payment to made as outlined above. We reserve the right to withdraw this proposal if not accepted within 30 days.	Respectfully Submitted By:	Terry S Snelling

Acceptance of Proposal

The prices, specifications, and conditions are hereby agreed to. Any attachments to this proposal referenced above are also acknowledged. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature of Authorized Agent ______ Printed Name and Title ______ Date ______

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: November 5, 2020

Department: Public Works

Low Bidder and Contract Amount:

Hi-G Enterprises
20900 Humphreys Road
Platte City, MO 64079

$2,500

General Scope of Work Description/Project:

Change Order #1 – ELP Waterline Repair:

City staff was concerned with the water bills were elevated recently. Staff was able to pinpoint an approximate area that the water leak in the park. Hi-G Excavation previously provided costs associated with several repairs in the park following the 2019 flooding. The contractor agreed to honor the same pricing structure to assist with this emergency repair.

In order to start the work immediately, so that we could get a better understanding of the nature of the repair, Public Works Director approved a contract in the amount of $2,500. The work continued for two days, the contractor was making repairs to the pipe with each excavation. There is still more work that is necessary in order to complete the repair. Staff believes that an additional $2,500 will be sufficient, based on the current conditions found. The combination of the original contract and the current change order, the new contract sum is $5,000.

There is funding available in the Parks Maintenance Budget to cover this project expense.

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

The City solicited bids from grading contractors with the restoration effort following the 2019 flood. The contractor has agreed to honor the same pricing structure to help expedite this emergency repair.

Project Start Date: 11/02/20

Estimated Completion Date: 11/15/20

Budget Account Code: 10-525.06-01-00

Authorization:

- ☐ City Administrator: ______________________ Date: ______________
- ☐ Department Head: Alysen Makel ______________________ 11/5/20
- ☐ Mayor (if applicable): ______________________ ______________
- ☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

SMALL CONSTRUCTION SERVICES AGREEMENT
English Landing Park Water Line Repair

THIS SERVICE AGREEMENT, entered into on this **3rdth day of November, 2020,** by and between the CITY OF PARKVILLE, MISSOURI ("City") and **HI-G EXCAVATING**, ("Contractor").

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

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

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

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

I. SCOPE OF SERVICES

A. The term "Construction Services" when used in this Agreement shall mean any and all labor, material, equipment, insurance, surety bonds or other thing of value that may be required by this Agreement including its exhibits.
B. The City agrees to retain Contractor and Contractor agrees to perform and complete the Construction Services described in the **Exhibit "A"** – Scope of Work, attached hereto and incorporated by reference.
C. Service Provider represents it has all necessary skills, personnel, financial capacity, licenses, permits, knowledge, and certifications required to perform the Services described herein.

II. COMPENSATION

A. As consideration for providing the Construction Services, the City shall pay Contractor as set forth in **Exhibit "A".**
B. Contractor shall submit its invoices to the City either at completion of the Project, or on such milestone or other interim terms as set forth on **Exhibit "A"**. Contractor's final invoice shall be accompanied by Waivers and Releases of Claim on the forms attached as **Exhibit "B-2"** to this Agreement, executed by Contractor any all subcontractors with contract values of $5,000 or more, and notarized. If partial payments are authorized on **Exhibit "A"**, then Contractor shall submit partial waivers on the form attached as **Exhibit "B-1."** The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Contractor of the nature of the dispute regarding the balance.
C. Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

III. SCHEDULE

A. Time is of the essence in performance of this Agreement.
B. Unless otherwise directed by the City, Contractor shall commence performance of the Construction Services upon execution of this Agreement.
C. Services shall be completed within the schedule set forth on **Exhibit "A"**.
D. Neither the City nor the Contractor shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.
E. If **Exhibit "A"** contains a provision for Liquidated Damages, it shall be because the parties have agreed that late completion of the Construction Services by Contractor would cause irreparable harm to the City, which harm is difficult to quantify; and that the parties have agreed that the amount stated in Exhibit "A" for Liquidated Damages is a fair approximation of the daily costs that the City would incur for late Substantial Completion of the work.

IV. CHANGES

A. The City reserves the right issue Changes, both additive and deductive, to the Scope of Work at the City's discretion. Contractor shall advise the City of additional costs and time delays, if any, resulting from such Changes, before Contractor performs the Changes. No adjustment to the Contract Time or Contract Price will be permitted unless Contractor has advised the City of the potential impact prior to commencing work on the Change, and the City either issues a Change Order which is agreed to by the parties, or the City directs the Contractor to proceed.
B. Contractor shall provide Construction Services under this Agreement only upon written request of the City and only to the extent defined and required by the City. Any additional services or materials provided by the Contractor without the City's prior written consent shall be at the Contractor's own risk, cost, and expense, and Contractor shall not make a claim for compensation from the City for such work.

V. INDEMNIFICATION

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

VI. INSURANCE

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

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

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

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

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

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

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

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

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

VIII. WARRANTY

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

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

IX. OWNERSHIP OF WORK PRODUCT

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

X. RELATIONSHIP OF THE PARTIES

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

XI. NOTICES

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

B. Notices sent by Contractor shall be sent to:

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

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

Hi-G Excavating
Dane Hisel, Owner/Operator
Hi-G Enterprises, LLC
20900 Humphreys Road
Platte City, MO 64079
cdhisel@hisel@gmail.com
816-215-9810

XII. CORRECTION OF WORK

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

XIII. TERM AND TERMINATION

A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.

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

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

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

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

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

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

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

XIV. RESOLUTION OF DISPUTES

A. Should the Contractor believe that it is entitled to any relief due to errors, omissions or defects in the Plans or Specifications, or as a result of any act or omission of an independent contractor designer in connection with the Project, the City shall cooperate with the Contractor by permitting the Contractor to pursue legal action against the designer in the name of the City at Contractor's sole risk and expense as the City would otherwise have against such designer. The City shall pay to Contractor such sums as may be recovered from the designer on behalf of Contractor. Other than this duty of cooperation and remittance, the City shall have no liability or obligation to Contractor for any act, error, omission, negligence or breach of duty by a designer.

B. City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed.

C. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the City Public Works Director as to such matter or other action on which the dispute is based. A decision of the City Public Works Director (where appropriate) under GC-7 above; notice of dispute, and direct negotiation, shall be conditions precedent to further action.

D. Arbitration of disputes.

1. Claims, except those waived as provided for elsewhere in this Agreement, which have not been resolved by the procedures described above, shall be decided by arbitration which, unless the parties mutually agree otherwise, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association.
2. A demand for arbitration may be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.
3. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the City or Contractor and any person or entity with whom the City or Contractor has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Contract shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Contract or not a party to an agreement with the City Contractor, except by written consent containing a specific reference to the Agreement signed by the City and Contractor and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Agreement shall be

specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

4. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
5. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

XV. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF PARKVILLE, MISSOURI

By: ______________________________
Joe Parente, City Administrator

ATTEST:

____
Melissa McChesney, City Clerk

HI-G EXCAVATING

By: ______________________________
Dane Hisel, Owner/Operator

Exhibit A

Scope of Work and Pricing

English Landing Park Water Line Repair – Time and Materials

Locate and repair the waterline to English Landing Park.

Track Loader @ $150.00 per hour

Contract Not to Exceed $2,500

Change Order 1

PROJECT (*Name and address*): ELP Water Line Locate & Repair	**CHANGE ORDER NUMBER:** **DATE:** November 5, 2020
TO CONTRACTOR (*Name and Address*): HI-G Enterprises 20900 Humphreys Rd. Platte City, MO 64079	**PROJECT NO.:** ___________________ **CONTRACT DATE:** 11/3/2020

THE CONTRACTOR IS CHANGED AS FOLLOWS:

The original Contract Sum was	$	2,500.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	2,500.00
The Contract Sum will be increased by this Change Order in the amount of	$	2,500.00
The new Contract Sum including this Change Order will be	$	5,000.00

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

Additional exploration work on the water leak in English Landing Park.

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

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

HI-G ENTERPRISES	CITY OF PARKVILLE
CONTRACTOR (*Firm name*)	**OWNER** (*Firm Name*)
20900 Humphreys Rd., Platte City, MO 641079	8880 Clark Avenue, Parkville, MO 64152
ADDRESS	**ADDRESS**
BY (*Signature*)	**BY** (*Signature*) AMA
Dane Hisel, Owner	Joe Parente, City Administrator
(*Typed name*)	(*Typed name*)
11-5-2020	11/5/20
DATE	**DATE**

DB04/0832356.0002/10775024.1 WP08

Input Form

Last Updated 3Q 2020

	-------------------- 2019 --------------------				-------------------- 2020 --------------------				FY 2020 Projections			
Expenditures	**Budget**	**YTD as of 9/30/2019**	**% of Budget**	**2019 Total Expenditures**	**Budget**	**YTD as of 9/30/2020**	**% of Budget**	**Budget Remaining**	**Avg Monthly Expense**	**Projected 2020 Expenditures**	**Projected (Over)/Under**	**Notes**
Administration												
Personnel	576,120	446,727	78%	569,770	607,154	432,199	71%	174,955	46,822	563,539	43,615	Adjustment - Extra pay period in March and August
Insurance	188,601	156,881	83%	166,659	207,618	173,304	83%	34,314	19,255.97	166,693	40,925	Adjustment - Liability and property insurance one time payments
Utilities	82,200	48,653	59%	62,863	75,500	64,274	85%	11,226	7,141.58	85,699	(10,199)	
Capital Expenditures	624	468	75%	624	624	468	75%	156	52.00	624	-	
Office Expenditures	8,700	4,972	57%	7,309	7,550	4,616	61%	2,934	512.94	6,155	1,395	
Maintenance	44,420	26,257	59%	43,044	44,450	24,158	54%	20,292	2,684.27	32,211	12,239	
City Services	13,000	7,459	57%	9,231	10,400	10,024	96%	376	1,113.77	13,365	(2,965)	
Professional Fees	281,000	275,600	98%	315,557	308,800	185,289	60%	123,511	20,587.66	175,000	133,800	Projected based on expenditure analysis.
Other Expenditures	16,900	96,837	573%	276,257	117,600	120,344	102%	(2,744)	13,371.56	160,459	(42,859)	
Operating Expenses	**1,211,565**	**1,063,854**	**88%**	**1,451,314**	**1,379,696**	**1,014,677**	**74%**	**365,019**	**111,541.32**	**1,203,745**	**175,951**	
Police												
Personnel	1,103,353	787,013	71%	1,031,530	1,156,896	799,519	69%	357,377	86,614.55	1,039,375	117,521	Adjustment - Extra pay period in March and August
Insurance	167,311	150,373	90%	185,709	214,067	178,591	83%	35,476	19,843.44	189,118	24,949	
Utilities	5,400	2,031	38%	2,833	6,000	3,423	57%	2,577	380.29	4,563	1,437	
Office Expenditures	26,150	9,274	35%	16,129	26,750	7,457	28%	19,293	828.55	9,943	16,807	
Maintenance	66,800	30,279	45%	43,841	68,300	21,478	31%	46,822	2,386.41	28,637	39,663	
City Services	11,940	1,577	13%	2,253	8,700	923	11%	7,777	102.56	1,231	7,469	
Other Expenditures	1,850	180	10%	180	1,850		0%	1,850	-	1,500	350	Adjustment - deer donation happens throughout the year.
Operating Expenses	**1,382,804**	**980,726**	**71%**	**1,282,475**	**1,482,563**	**1,011,390**	**68%**	**471,173**	**110,156**	**1,274,367**	**208,196**	
Municipal Court												
Personnel	123,742	95,217	77%	122,851	129,126	91,217	71%	37,909	9,881.81	118,582	10,544	Adjustment - Extra pay period in March and August
Insurance	13,029	10,589	81%	12,942	14,046	14,912	106%	(866)	1,656.92	13,003	1,043	
Utilities	120	80	67%	120	120	60	50%	60	6.67	80	40	
Office Expenditures	5,800	1,808	31%	2,974	4,800	945	20%	3,855	104.99	1,260	3,540	
Maintenance	3,250	2,948	91%	3,216	3,750	175	5%	3,575	19.43	3,008	742	
City Services	15,150	9,285	61%	12,014	15,150	7,254	48%	7,896	806.02	9,672	5,478	
Other Expenditures	500	-	0%	-	500		0%	500	-	-	500	
Operating Expenses	**161,591**	**119,927**	**74%**	**154,117**	**167,492**	**114,563**	**68%**	**52,929**	**12,476**	**145,605**	**21,887**	-

Input Form

Last Updated 3Q 2020

Expenditures	2019 Budget	2019 YTD as of 9/30/2019	2019 % of Budget	2019 Total Expenditures	2020 Budget	2020 YTD as of 9/30/2020	2020 % of Budget	2020 Budget Remaining	FY 2020 Projections Avg Monthly Expense	FY 2020 Projections Projected 2020 Expenditures	FY 2020 Projections Projected (Over)/Under	Notes
Public Works												
Personnel	183,432	145,406	79%	189,677	242,232	165,188	68%	77,044	17,895.41	214,745	27,487	Adjustment - Extra pay period in March and August
Insurance	27,560	20,458	74%	27,440	29,660	22,091	74%	7,569	2,454.59	29,455	205	
Utilities	650	401	62%	521	650	509	78%	141	56.58	679	(29)	
Office Expenditures	1,400	157	11%	239	1,400	772	55%	628	85.79	1,029	371	
Maintenance	3,200	3,180	99%	3,916	3,500	2,209	63%	1,291	245.40	3,180	320	
Professional Fees	30,000	29,324	98%	43,901	40,000	17,294	43%	22,706	1,921.56	23,059	16,941	
Other Expenditures	500	405	81%	405	500	222	44%	278	24.72	297	203	
Operating Expenses	**246,742**	**199,331**	**81%**	**266,099**	**317,942**	**208,286**	**66%**	**109,656**	**22,684**	**272,443**	**45,499**	
Community Development												
Personnel	271,101	189,608	70%	249,076	281,663	200,149	71%	81,514	21,682.78	260,193	21,470	Adjustment - Extra pay period in March and August
Insurance	18,219	13,292	73%	17,650	24,608	15,267	62%	9,341	1,696.30	20,356	4,252	
Utilities	1,650	260	16%	458	1,600	945	59%	655	104.99	1,260	340	
Office Expenditures	3,750	2,668	71%	3,135	4,000	4,449	111%	(449)	494.35	5,932	(1,932)	
Maintenance	1,500	853	57%	1,149	2,000	637	32%	1,363	70.83	850	1,150	
City Services	4,500	4,600	102%	17,714	5,000	136	3%	4,864	15.11	181	4,819	
Professional Fees	6,700	400	6%	2,070	8,700	3,741	43%	4,959	415.65	4,988	3,712	
Other Expenditures	300	59	0	59	300	441	147%	(141)	48.99	588	(288)	
Operating Expenses	**307,720**	**211,740**	**69%**	**291,311**	**327,871**	**225,765**	**69%**	**102,106**	**24,529**	**294,348**	**33,523**	
Street Department												
Personnel	336,730	223,944	67%	290,946	340,218	225,008	66%	115,210	24,376	297,683	42,535	Adjustment - Extra pay period in March and August (One open position)
Insurance	59,467	51,048	86%	61,621	69,581	61,660	89%	7,921	6,851	61,594	7,987	
Utilities	16,100	8,976	56%	11,948	16,800	8,640	51%	8,160	960	11,519	5,281	
Office Expenditures	10,500	3,689	35%	6,604	11,000	5,435	49%	5,565	604	7,247	3,753	
City Services	23,846	16,548	69%	25,380	26,835	9,983	37%	16,852	1,109	13,311	13,524	
Other Expenditures	250	19	8%	19	250	-	0%	250	-	-	250	
Operating Expenses	**446,893**	**304,225**	**68%**	**396,518**	**464,684**	**310,726**	**67%**	**153,958**	**33,900**	**391,354**	**73,330**	-

BUDGET VARIANCE REPORT
General Fund Expenses
As of 9/30/2020

Input Form

Last Updated 3Q 2020

Expenditures	Budget (2019)	YTD as of 9/30/2019	% of Budget (2019)	2019 Total Expenditures	Budget (2020)	YTD as of 9/30/2020	% of Budget (2020)	Budget Remaining	Avg Monthly Expense (FY 2020 Projections)	Projected 2020 Expenditures	Projected (Over)/Under	Notes
Parks Department												
Personnel	207,823	160,093	77%	201,164	213,752	171,049	80%	42,703	18,530	222,363	(8,611)	Adjustment - Extra pay period in March and August
Insurance	26,023	29,378	113%	36,977	39,843	37,585	94%	2,258	4,176	36,270	3,573	
Utilities	29,300	21,726	74%	26,329	32,300	11,572	36%	20,728	1,286	15,430	16,870	
Office Expenditures	28,925	3,881	13%	13,245	28,775	29,038	101%	(263)	3,226	38,717	(9,942)	
Maintenance	42,950	19,005	44%	32,938	47,500	31,604	67%	15,896	3,512	42,138	5,362	
City Services	44,200	10,724	24%	26,904	45,200	36,848	82%	8,352	4,094	49,130	(3,930)	
Other Expenditures	1,000	-	0%	-	1,000	221	22%	779	25	295	705	
Operating Expenses	**380,221**	**244,807**	**64%**	**337,557**	**408,370**	**317,917**	**78%**	**90,453**	**34,849**	**404,344**	**4,026**	
Nature Sanctuary												
Personnel	39,631	28,518	72%	36,431	38,809	31,705	82%	7,104	3,435	41,216	(2,407)	Adjustment - Extra pay period in March and August
Insurance	300	-	0%	-	-	553	0%	(553)	61	737	(737)	
Office Expenditures	6,545	2,996	46%	4,717	7,105	2,078	29%	5,027	231	2,770	4,335	
Maintenance	8,000	1,705	21%	2,315	7,350	2,216	30%	5,134	246	2,954	4,396	
City Services	300	25	8%	25	100	-	0%	100	-	-	100	
Other Expenditures	500	-	0%	218	500	21	4%	479	2	27	473	
Operating Expenses	**55,276**	**33,244**	**60%**	**43,706**	**53,864**	**36,571**	**68%**	**17,293**	**3,975**	**47,705**	**6,159**	
Public Information												
Contracts	12,750	7,200	56%	11,450	12,950	5,600	43%	7,350	622	12,750	200	
Capital Expenditures	100	-	0%	30	100	-	0%	100	-	-	100	
Office Expenditures	200	-	0%	-	200	88	44%	112	10	118	82	
Maintenance	7,960	4,851	61%	6,534	7,960	10,496	132%	(2,536)	1,166	13,995	(6,035)	
Operating Expenses	**21,010**	**12,051**	**57%**	**18,014**	**21,210**	**16,184**	**76%**	**5,026**	**1,798**	**26,863**	**(5,653)**	

BUDGET VARIANCE REPORT
General Fund Expenses
As of 9/30/2020

Input Form

Last Updated 3Q 2020

Expenditures	2019 Budget	2019 YTD as of 9/30/2019	2019 % of Budget	2019 Total Expenditures	2020 Budget	2020 YTD as of 9/30/2020	2020 % of Budget	2020 Budget Remaining	FY 2020 Projections: Avg Monthly Expense	FY 2020 Projections: Projected 2020 Expenditures	FY 2020 Projections: Projected (Over)/Under	Notes
Information Technology												
Personnel	20,000	13,600	68%	16,304	20,000	8,262	41%	11,738	918.05	20,000	-	Adjustment - Updated to account for recent invoices
IT Expenditures	25,296	18,965	75%	21,053	35,520	27,307	77%	8,213	3,034.12	36,409	(889)	
Maintenance	2,832	1,888	67%	2,832	2,832	1,722	61%	1,110	191.33	2,296	536	
Operating Expenses	**48,128**	**34,453**	**72%**	**40,189**	**58,352**	**37,292**	**64%**	**21,060**	**4,144**	**58,705**	**(10,577)**	
General Fund Capital Outlay												
Administration	95,835	25,054	26%	92,145	122,900	24,048	20%	98,852	2,672.01	91,284	31,616	
Police	41,226	3,688	9%	68,487	93,010	33,788	36%	59,222	3,754.27	68,487	24,523	
Public Works	22,041	4,187	19%	22,041	102,041			102,041	-	22,041	80,000	
Municipal Court	-							-	-	-	-	
Community Development	-				158,000	60,800	38%	97,200	6,755.56	81,067	76,933	
Streets	-				85,000		0%	85,000	-	-	85,000	
Parks	162,000	290,380	179%	518,895	-			-	-		-	
Nature Sanctuary	-							-	-	-	-	
PIO/IT	6,000	-	0%	6,000	31,500	1,424	5%	30,076	158.22	6,000	25,500	
Capital Outlay	**327,102**	**323,308**	**99%**	**707,568**	**592,451**	**120,061**	**20%**	**472,390**	**13,340.06**	**268,879**	**323,572**	
Transfers												
To Emergency Reserve Fund	317,500	158,750	50%	317,500	100,000	75,000	75%	25,000	8,333	100,000	-	
To Projects Fund	-	-	0%	-	400,000	400,000	100%	-	-	400,000	-	-
To Brush Creek NID	-	-	0%	-	140,000	140,000	100%	-	-	140,000	-	-
To Brink Meyer NID	-	-	0%	-	282,822	282,822	100%	-	-	282,822	-	-
Transfers	**317,500**	**158,750**	**50%**	**317,500**	**922,822**	**897,822**	**97%**	**25,000**	**8,333**	**922,822**	-	-
Total of General Fund:	**4,906,552**	**3,686,415**	**75%**	**5,306,368**	**6,197,317**	**4,311,253**	**70%**	**1,886,064**	**381,726**	**5,311,180**	**875,913**	

Finance Committee Meeting
Monday, October 26, 2020 3:30 PM
Administration Conference Room, City Hall

Minutes

1. **Call to Order**

Chair Sportsman called the meeting to order at 3:32 p.m. A quorum was present.

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

City Staff Present: City Administrator Joe Parente, Police Chief Kevin Chrisman, Public Works Director Alysen Abel, Finance/Human Resources Director Matthew Chapman, Community Development Director Stephen Lachky, Assistant to the City Administrator Anna Mitchell, Public Works Project Manager Chris Ashley and City Clerk Melissa McChesney

2. **Financial Updates**

3. **Action Items**

A. **Approve the minutes for the October 12, 2020, meeting**

Robert Lock requested that the motion for Item 3C in the minutes be revised to reflect the total cost of the fence in the amount of $17,400.

Dave Rittman moved to approve the minutes for the October 12, 2020, meeting as amended. Robert Lock seconded; motion passed 5-0.

B. **Approve a construction agreement with Outdoor Lighting Perspectives to install new lighting on the Waddell Bridge in English Landing Park**

Public Works Director Alysen Abel stated that the Waddell Bridge had been lit in the past. In 2020, the City received a Platte County Outreach Grant for $10,820 for the project. Staff reached out to three vendors and received two quotes, with the low bidder being Outdoor Lighting Perspectives for a total cost of $13,400. Abel said they provided two lighting options to run the lights by Wi-Fi or Bluetooth to control the lighting and change the colors. She noted that the Wi-Fi option would cost $10 per month. The Community Land and Recreation Board recommended approval of the agreement at its meeting on October 14.

Rittman moved to recommend that the Board of Aldermen approve a construction agreement with Outdoor Lighting Perspectives for the installation of the lighting on the Waddell Bridge in the amount of $13,420. Tina Welch seconded; motion passed 5-0.

C. **Approve a purchase order with Central Salt through the Mid-America Regional Council Kansas City Regional Purchasing Cooperative to purchase straight salt for the 2020-2021 winter season**

Public Works Director Alysen Abel said that the cities of Riverside and Platte City used the

Mid-America Regional Council's (MARC) purchasing cooperative. The City could save approximately $21 per ton on straight salt compared to the pricing provided by Dale Brothers through a purchase order approved on October 6. She was concerned that because the City would participate in a cooperative she was unsure what priority level we would be. A separate contract with MARC was not necessary.

Rittman moved to recommend that the Board of Aldermen approve a purchase order with Central Salt for the purchase of straight salt at a unit price of $71.02 per ton. Welch seconded; motion passed 5-0.

4. Non-Action Items

5. Unfinished Business (postponed from prior meetings)

6. Other Business

7. Adjourn

Chair Sportsman adjourned the meeting at 3:59 p.m.

Submitted by:

____________________ ____________________

Melissa McChesney Approval Date
City Clerk

ITEM 3.B.

For 11/9/2020

Board of Aldermen - Finance Committee Meeting

CITY OF PARKVILLE
Policy Report

Date: November 5, 2020

Prepared By:
Melissa McChesney, City Clerk

Reviewed By:
Joe Parente, City Administrator

ISSUE:

Renew a professional services agreement with the Platte County Citizen for newsletter creation, publishing and mailing services of the City's printed newsletters (Administration)

BACKGROUND:

On September 1, 2015, the Board of Aldermen approved a professional services agreement with the Platte County Citizen for the creation, publishing and mailing of the City's printed newsletters. The contract was renewed in December 2017 with the option to renew for two additional one-year terms. The current agreement expires on December 31, 2020.

As part of the original agreement, the newsletter was to be supported entirely by advertisements sold by the Citizen. Due to declining ad revenue, in August 2016 the City agreed to pay the difference between the gross revenues and $3,900 up to a maximum of $600 to help offset postage costs for each newsletter. In April 2019 due to a continued decline in advertising revenue, the Citizen contacted staff and requested a modification to the agreement to cover a portion of the lost revenue. The City agreed to pay the necessary funds if revenue fell below a certain dollar amount to cover the difference, in addition to paying the cost of postage.

In 2020, the City published four newsletters and to improve their look they were printed in color on higher quality paper. In an effort to cover the additional costs for the extra newsletter and color printing, the City currently pays the Citizen the amount of their revenue loss for each newsletter. The average cost of the newsletters in 2020 was $3,100. There was not enough time to solicit advertisements for the additional newsletter so the City paid the full cost to create, print and mail the winter 2020 newsletter.

BUDGET IMPACT:

The 2021 proposed budget (PIO 10-540.09-05-00) includes $14,000 for the City's quarterly printed newsletters and City website. The total cost for the newsletters in 2020 was approximately $13,000 and because of the uncertainty of ad revenues, staff budgeted for a similar amount in 2021.

ALTERNATIVES:

1. Renew the agreement with the Platte County Citizen for creating, publishing and mailing City newsletters.
2. Renew the agreement with changes recommended by the Finance Committee.
3. Do not renew the agreement.

4. Postpone the item.

STAFF RECOMMENDATION:
Staff recommends that the Finance Committee renew the professional services agreement with the Platte County Citizen for newsletter creation, publishing, and mailing services for the City's printed newsletters.

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 renew the professional services agreement with The Platte County Citizen for newsletter creation, publishing, and mailing services for the City's printed newsletters.

ATTACHMENTS:
1. Draft Agreement

NEWSLETTER CREATION, PUBLISHING, AND MAILING SERVICES PROFESSIONAL SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this 17th day of November 2020, by and between the CITY OF PARKVILLE, MISSOURI ("City") and Platte County Citizen ("Service Provider").

WHEREAS, the City requires creation, publishing, and mailing services for a quarterly citizen newsletter that is mailed to all residences and licensed businesses in Parkville ("Project"); and

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

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 newsletter creation, publishing, and mailing services provided by the Service Provider in accordance with this Agreement.
B. The City agrees to retain Service Provider and Service Provider agrees to perform and complete the scope of Services described in the Exhibit A – Work Plan, attached hereto and incorporated by reference.
C. The City reserves the right to direct revision of the Services at the City's discretion. 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.
D. 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 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. The newsletter will be supported ~~entirely~~ by advertisements sold by the Service Provider in accordance with Exhibit A. ~~The City will provide no direct compensation for the Services provided.~~ The City hereby agrees to pay the difference between actual gross revenue and expenses. In making the request for payment, the Service Provider shall include in the invoice the amount of advertising revenue generated and the amount of reimbursement to be requested from the City.
    B. ~~Service Provider is not eligible for reimbursement for miscellaneous expenses including travel, transportation, postage, etc.~~
B. If Additional Services are applicable, Service Provider shall submit an itemized invoice to the City within two weeks ~~on the first day of each month~~ after each newsletter is mailed

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 in accordance with the schedule outlined in Exhibit A.

C. 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.

D. 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

A. The Service Provider 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. Service Provider shall also secure and maintain Worker's Compensation and Employer's Liability Insurance, when applicable, at the limits required by state and/or federal law. 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.

B. Service Provider shall furnish the City with a Certificate of Insurance on a standard ACORD form, indicating types of insurance, policy numbers, dates of commencement and expiration of policies and carriers. Servicer Provider 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. Service Provider 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 Cancellation Endorsement and Additional Insured Endorsement must be furnished to the City prior to commencement of any services on City property.

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: ~~Assistant to the City Administrator~~City Clerk
8880 Clark Ave.
Parkville, MO 64152
~~tblakeslee@parkvillemo.gov~~ mmcchesney@parkvillemo.gov

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

Platte County Citizen
Attn: ~~Pam Ulitschan~~Will Johnson
PO BOX 888
Platte City, MO 64079
advertising@plattecountycitizen.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 begin upon execution of the Agreement and will continue until ~~December 31, 2015~~December 31, 2022.~~ and may be renewed for two additional one year terms upon written notice by the City at least 30 days prior to expiration of the then current term.~~

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. Service Provider shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

XII. 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.

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

Platte County Citizen

By: ___________________________

~~Pam Ulitschan~~Will Johnson

Advertising and Marketing Manager

EXHIBIT A: Work Plan

- Create, publish, and mail a high-quality city newsletter. Newsletter shall be mailed out to Parkville residents and licensed businesses in Parkville. In general, the newsletter shall contain current city news, updates from partner organizations (including but not limited to, Main Street Parkville Association, Park University, Parkville Area Chamber of Commerce, Parkville Nature Sanctuary, Friends of Parkville Animal Shelter, ~~and Friends of Parkville Parks~~Parkville Rotary), event notices, project updates, photos, and paid advertisements.
    - ~~The first newsletter will be mailed no later than November 20, 2015~~February 28, 2020. The date that newsletters are submitted to the United States Postal Service for delivery is the "Publication Date." If subsequent newsletters are approved subject to Section XI.B of the Agreement, then the City and Service Provider will mutually agree upon the Publication Date of the following newsletter within 60 days of the Publication Date of the prior newsletter.
    - The City will supply all publication content, unless otherwise requested, no later than 30 days before the Publication Date.
    - The City will retain complete editorial control over all publication content.
    - Service Provider will deliver a proof copy of the newsletter to the City for review and approval no later than 15 business days prior the Publication Date. The City must provide any requested changes to the proof copy in writing to the Service Provider no later than 10 days before the Publication Date. The City's failure to respond in a timely manner should not be interpreted as automatic approval of the proof copy. No newsletter shall be sent to final print without express written approval from the City.
    - The publication will carry the City's logo and brand and be clearly identifiable as a product of the City of Parkville
    - The size of the newsletter will be determined by the amount of advertising that is paid. The maximum advertisement to content ratio will be 50 percent ads to 50 percent content. Higher percentage of advertisements to content must be approved by the City.
    - The newsletter will be printed in ~~black and white~~ color~~unless advertisement sales can support a color/partial color publication~~.

- The City will provide the following information to the Service Provider to aid in the transition of newsletter publication from the City to the Service Provider:
    - List and contact information of previous newsletter advertisers.
    - ~~Expenditures and revenues associated with previous newsletters.~~
    - Mailing list of City of Parkville residents~~ and all licensed Parkville businesses~~.
    - List and contact information of all businesses that hold an active business license with the City.

- Service Provider will be responsible for securing advertisements to support the publication within the following general parameters established by the City:
    - First priority will be given to advertisers with a physical presence in the corporate city limits of Parkville.

- Political advertisements or endorsements are not allowed in any C~~c~~ity~~-~~-sponsored publication under any circumstances.
- In order to avoid the appearance of impropriety, the City reserves the right to reject advertisements from any business with a pending development application before the City of Parkville such as a request for rezoning or economic development incentives.
- Advertisements must be clearly represented as such. The City reserves the right to require the addition of "paid advertisement" or similar language to any advertisement that resembles ~~c~~City content. The City may not endorse any particular product or business through publication content.
- The City reserves the right to reject any advertisements that meet any one or more of these criteria: includes false, misleading or deceptive content; advertisement for a Parkville business that does not have a valid business license or is not current on any applicable taxes, licenses, or fees; relates to an illegal activity; contains or advertises explicit sexual material, obscene material, or material harmful to minors; includes language that is obscene, vulgar, or profane; depicts violence or anti-social behavior; projects an image or message that is inconsistent with the mission and reputation of the City.

CITY OF PARKVILLE
Policy Report

Date: November 5, 2020

Prepared By:	Reviewed By:
Alysen Abel, Public Works Director	Melissa McChesney, City Clerk

ISSUE:
Direct staff to approve a professional services agreement with Baker Tilly for a sewer allocation study (Public Works)

BACKGROUND:
On December 2, 2014, the Board of Aldermen approved an agreement with Springsted for Municipal Advisory Services. Springsted has performed several different financial analysis for the City. In 2019, Springsted was acquired by Baker Tilly.

In 2016, the City engaged Springsted to perform an analysis of the Administrative Transfer to cover direct and indirect expenses paid for by the General Fund for sewer-related activities. The Sewer Allocation Study showed that a reasonable transfer of about $365,000 could be made from the Sewer Fund to the General Fund. Since the study was developed, that Board of Aldermen and City staff have used the findings to make budgeting decisions.

It has been over 4 years since the study was developed, it is time to review the analysis and update the study. Staff contacted three firms who specialize in this type of analysis. One firm was not able to perform the work in a timely manner and decided not to submit a proposal. Two firms provided proposals for the revised study. Baker Tilly provided a proposal in the amount of $3,100, which was nearly one-third of the cost of the other firm. Their proposal includes a completion date of 6-8 weeks.

BUDGET IMPACT:
The Sewer Fund has capacity in the Engineering Fees line item to cover the cost of the study.

ALTERNATIVES:
1. Direct staff to approve the professional services agreement for the sewer allocation study.
2. Provide direction to staff related to the sewer allocation study.
3. Postpone this item.

STAFF RECOMMENDATION:
Staff recommends approval of the professional services agreement with Baker Tilly for the sewer allocation analysis.

POLICY:
Although this expense is within the City Administrator's approval, staff wanted to get input from the

Finance Committee prior to executing the agreement.

SUGGESTED MOTION:
I move to direct staff to execute a professional services agreement with Baker Tilly for the sewer allocation study in the amount of $3,100.

ATTACHMENTS:
1. CA Approval & Agreement

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: November 5, 2020

Department: Public Works

Low Bidder and Contract Amount:

Baker Tilly MA, LLP
9229 Ward Parkway, Suite 104
Kansas City, MO 64114

$3,100.00

General Scope of Work Description/Project:

Professional Services Agreement – Sewer Allocation Study:

On December 2, 2014, the Board of Aldermen approved an agreement with Springsted for Municipal Advisory Services. Since that time, the company was renamed to Baker Tilly MA, LLP. The change has been noted and approved by the Board of Aldermen associated with their current agreements with the City.

In 2016, the City engaged Springsted to perform an analysis of the Administrative Transfer from the Sewer Fund to the General Fund to cover those costs that were covered by the General Fund related to sewer. Since that time, the Board of Aldermen have utilized the findings from the study to make budgeting decisions.

Since it has been 4 years since the study was completed, it needs to be updated. Staff contacted three firms who specialize in this type of analysis. One firm was not able to perform the work in a timely manner. Of the two firms that provided quotes, Baker Tilly provided the lowest quote. Some of the groundwork for the analysis was previously done and the same personnel will be working on the study. Their scope and fee is included with the contract. The total cost for updating the watestwater administrative charge is $3,100.

There is funding available in the Sewer Fund budget to cover this project expense.

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

Staff contacted three firms who specialize in this type of analysis. On firm decided not to submit. Baker Tilly provided the lowest quote of the two firms who submitted.

Project Start Date: 11/5/20 **Estimated Completion Date:** 12/31/20

Budget Account Code: 30-501.08-03-00

Authorization:

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

SEWER ALLOCATION STUDY PROFESSIONAL SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this **9th day of November, 2020** by and between the **CITY OF PARKVILLE, MISSOURI** ("City") and **BAKER TILLY MA, LLP** ("Service Provider").

WHEREAS, the City requires Service Provider to **Update Wastewater Administration Charge Allocation Study** ("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.

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 market feasibility and economic impact analysis services provided by the Service Provider in accordance with this Agreement.

B. The City agrees to retain Service Provider and Service Provider agrees to perform and complete the Services described in the Exhibit A – Scope of Services and Fees, attached hereto and incorporated by reference.

C. The City reserves the right to direct revision of the Services at the City's discretion. 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.

D. 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 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 in incremental amounts upon completion of specified tasks outlined in Exhibit A.
   b. Service Provider is not eligible for reimbursement for miscellaneous expenses including travel, transportation, postage, etc. except as provided 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 Exhibit A – Scope of Services and Fees.

C. 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.

D. 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 B.

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: Alysen Abel, Public Works Director
8880 Clark Ave.
Parkville, MO 64152
Aabel@parkvillemo.gov

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

Baker Tilly MA, LLP
9229 Ward Parkway, Suite 104
KCMO 64114
Jack.ryan-feldman@bakertilly.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 until all Services are satisfactorily completed and accepted by the City.

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.

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: ____________________________

Joe Parente, City Administrator

ATTEST:

____

Melissa McChesney, City Clerk

BAKER TILLY MA, LLP

By: ____________________________

Jack A. Ryan-Feldman
Director

EXHIBIT A

Scope Attached

RE: Update Wastewater Administration Charge Allocation Study DATE: October 29, 2020

This Scope Appendix is attached by reference to the above named agreement (the "Agreement') between the City of Parkville, MO (the "Client") and Baker Tilly MA, LLP and relates to services to be provided by Baker Tilly MA, LLP.

Scope of Work

The purpose of this study is to assist the City of Parkville in updating its wastewater administration charge allocation for General Fund activities performed for the Sewer Service Fund.

Task 1
Review Background Information

- Review previous cost allocation study performed in 2016
- Review the City's current policies, goals, and objectives for overhead allocations to other funds
- Review the City's current operating budget for all funds
- Review the most recent Comprehensive Annual Financial Report

Task 2
Analyze Information and Develop a Preliminary Wastewater Administrative Charge Allocation

- Analyze the City's operation expenses by department to determine the areas likely to provide direct support to the Sewer Service Fund
- Collect data related to direct operating costs attributable to supporting the Sewer Service Fund
  - Employee time spent
  - Related operating expenses
- Collect data related to City administrative/overhead costs including:
  - Supervisory, accounting, purchasing, IT, legal, human resources, vehicles, equipment, insurances, facility space utilization, and others as appropriate
- Analyze the information to identify any omissions and/or inconsistencies and collect additional data as needed
- Develop a preliminary updated Wastewater Administrative Charge Allocation
- Review the preliminary Wastewater Administrative Charge Allocation with City Staff. Based on this review., Baker Tilly will modify or change the charge as appropriate.

Task 3
Provide Memorandum Recommending Updated Wastewater Administrative Charge Allocation

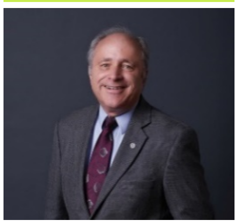
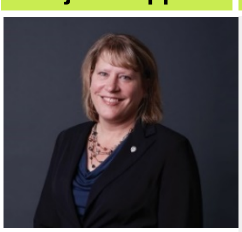
- Baker Tilly will prepare a Memorandum of Findings that will contain our findings and recommendations. We will submit one electronic copy to the City.

Deliverables

A Memorandum of Findings summarizing our recommendation will be provided to the City.

Project Team

Your engagement team consists of dedicated professionals who are utility and public sector specialists as well as experienced business advisors, who understand your needs, are proactive in identifying issues and creative and flexible in providing solutions. Each member of this team is deeply committed to providing you with Exceptional Client Service. The following tables describe the roles and qualifications of your engagement team members.

Project Manager	**Nicholas Dragisich, P.E., Firm Director**
	**Qualifications:** Nick is team leader for BTUS's financial management practice. He has more than 30 years of management experience, including service as a city administrator, assistant city manager and city engineer. As the Assistant City Manager – Operations for Spokane, Washington, his departments included Capital Programs Planning/G.I.S., Engineering Services, Real Estate, Building Codes, Environmental Programs, General Services, Planning, Solid Waste Collection and Recycling, Transportation, Wastewater and Stormwater Management, and Water and Hydroelectricity. He joined Baker Tilly in 2000 and became the management consulting services practice group leader in 2003. Nick has been directly responsible for or involved in numerous utility rate studies and cost analyses, long-range financial planning models, organizational management studies, staffing analyses, fiscal impact studies, as well as developing many Excel®-based computer models for clients in California, Iowa, Illinois, Indiana, Kansas, Maryland, Minnesota, Montana, Missouri, Nebraska, New York, North Carolina, North Dakota, Texas, Utah, Virginia, Washington and Wisconsin. He holds a Master of Business Administration, a bachelor's degree in civil engineering and is a licensed professional engineer in Minnesota and Washington. Nick is also MSRB Municipal Advisor Series 50 Qualified.
Project Support	**Patty Kettles, Director**
	**Qualifications:** Patty has more than 24 years of experience working with BTUS clients on various projects, including performing utility rate analyses and financial feasibilities, financing options, capital improvement programming and debt management. Patty holds a Master of Business Administration from the University of St. Thomas and a Bachelor of Science degree in Finance from the University of Minnesota. She is also MSRB Municipal Advisor Series 50 Qualified.

Client Responsibilities

In order to conduct this study, the City will need to designate a staff member to serve as a project manager. This person will be responsible for assisting Baker Tilly with gathering accurate and timely data needed to complete the project and to assist in arranging for required meetings. At a minimum the following information will be needed to complete the study:

- Current City budget with line-item detail
- Most recent Comprehensive Annual Financial Report
- Understand the work will be performed as appropriate for the type of work being performed subject to the current COVID 19 restrictions and guidelines of both the City and Baker Tilly

Anticipated Schedule

We will complete the Study within 6-8 weeks of receiving the requested information. The timeline provided assumes that all necessary information is made available to Baker Tilly in a timely manner and that City staff is available for required meetings. This draft schedule does not anticipate any unforeseen delays or other circumstances that would result in a later completion date.

Meeting project schedules

BTMA has a long history of successfully meeting our clients' schedules and we are committed to meeting the anticipated schedule proposed. We believe in extensive planning and continuous project management to ensure that key personnel are available when needed and all deliverables are completed on time or ahead of schedule.

Remote work

For BTMA, the safety of our people is paramount. We are committed to playing our part in containing COVID-19 by practicing responsible social distancing. In most cases, our firm has directed all professionals to work remotely for the time being. We are prepared to deliver exceptional client service though remote means.

The City's engagement team has various tools enabling them to assist you from any location. BTMA professionals each receive their own laptop and remote access credentials to connect to our internal network from outside the office. When BTMA and the City are not able to meet in person, we have web conferencing software – including Zoom, WebEx and Microsoft® Teams – to quickly set up online meetings.

Additionally, we use Huddle, a secure cloud collaboration software, to work together anywhere, anytime and on any device. Huddle provides a platform for the City and BTMA to come together, share files, assign tasks and track activity in a secure environment. Using Huddle as a central hub of activity means we all spend less time organizing documents, chasing approvals and searching through email – and more time achieving tangible results. The platform also enables real-time communication, meaning the status of your engagement will always be available. We also recently began using Microsoft® Teams, which facilitates easier communication and project management.

Compensation and Invoicing

Baker Tilly proposes to complete this study as described for the lump sum fee of $3,100 which includes all direct and indirect costs to complete the study as proposed. Baker Tilly would invoice for work completed on a monthly basis.

Additional Work

Should the City of Parkville request and authorize additional work outside the scope of services described in this proposal we would invoice the City at either our standard hourly fees or at an agreed upon fee based on the additional scope requested. Additional work includes work outside the scope of services as described in this work plan including, but not limited to:

- Work related to a special request
- Additional on-site meetings or presentations
- Additional cost allocations
- Project delays exceeding four weeks attributable to the City

Standard Hourly Rates

Title	2020 Hourly Rate
Principal, Partner	$320
Director/Senior Manager	$270
Manager	$225
Staff	$165
Associates	$80

Conflicts of Interest

Attachment A contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

This Scope Appendix will terminate according to the terms of the Agreement.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,

Nicholas R Drogosch

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: ______________________________

Title: ______________________________

Date: ______________________________

Attachment A
Important Disclosures

Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly, including but not limited to Baker Tilly MA, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Investment Services, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

Affiliated Entities

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity, and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Investment Services, LLC ("BTIS"), a U.S. Securities and Exchange Commission ("SEC") registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTIS, but the Client shall be under no obligation to retain BTIS or to otherwise utilize BTIS relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTIS's services and adherence to Baker Tilly's fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly Capital, LLC ("BTC") Baker Tilly Capital, LLC ("BTC") is a limited service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors ("BTMA") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC) and the Municipal Securities Rulemaking Board ("MSRB"). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any Bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the sale thereof.

Baker Tilly, may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its subsidiaries. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or a subsidiary or to otherwise utilize either relative to the Client's activities.

Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA.
Legal or Disciplinary Disclosure. BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at https://www.sec.gov/edgar/searchedgar/companysearch.html and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Contingent Fee. The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Hourly Fee Arrangements. Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

Fixed Fee Arrangements. The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BMTA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provide to the Client in writing at that time.

EXHIBIT B

INSURANCE REQUIREMENTS

1. The Service Provider 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. Service Provider shall also secure and maintain, through the duration of this Agreement and for at least two years after final payment by the City, Professional Liability – Errors and Omissions Insurance on an occurrence basis with minimum limits of $1,000,000 per occurrence and $1,000,000 aggregate coverage. Service Provider shall also secure and maintain Worker's Compensation and Employer's Liability Insurance, when applicable, at the limits required by state and/or federal law. 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.
2. Service Provider shall furnish the City with a Certificate of Insurance on a standard ACORD form, indicating types of insurance, policy numbers, dates of commencement and expiration of policies and carriers. Servicer Provider 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. Service Provider 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 Cancellation Endorsement and Additional Insured Endorsement must be furnished to the City prior to commencement of any services on City property.

2020 Projects

Division	Type	New or Replacement	Name	Project Description	Funding Source	2020 Cost	Funds Spent	Remaining Funds to Be Spent	Status / Projected Quarter
Admin/IT	Equipment	Replacement	Computer Replacement Cycle	Continue cycle to replace 25% of office computers each year in order to maintain a four-year replacement cycle for software, hardware, operating systems, and warranties.	100% General Fund	$ 6,000	$ 5,948	$ 53	Completed
Admin	Project	Replacement	Train Depot Repairs	Repairs include addressing the external condition of the building. There are no additional operation budget costs associated	100% General Fund	$ 9,500	$ -	$ 9,500	3rd Quarter
Admin	Project	Year 4 of 4	Building Safety Upgrades	Phase 4: Install bulletproof glass panels and dais protection throughout the building in phases. This year includes the safety glass enclosure at eh 2nd floor front desk.	100% General Fund	$ 18,400	$ 16,225	$ 2,175	**Completed**
Admin	Project	Replacement	City Hall Building Repairs	Repairs include internal painting	100% General Fund	$ 25,000	$ 27,671	$ (2,671)	**Completed**
Admin	Project	New	HVAC Balancing	Air balance and balance report of the City Hall HVAC system.	100% General Fund	$ 5,000	$ 4,900	$ 100	**Completed**
Admin	Project	Replacement	Court Room Broadcasting Equipment	Upgrade of the Board room broadcasting equipment.	100% General Fund	$ 25,500	$ 10,007	$ 15,493	4th Quarter
					TOTAL ADMIN	**$ 154,400**	**$ 64,751**	**$ 89,649**	
CD	Project	New	Master Plan Update	The Parkville Master Plan was adopted in 2009, and is recommended to be updated every 10 years. Project includes a consultant team conducting an extensive public engagement process, and updating the current plan's vision, community goals and objectives, SWOT analysis, data, maps and future land use projections.	100% General Fund	$ 158,000	$ 60,800	$ 97,200	4th Quarter
					TOTAL COMMUNITY DEVELOPMENT	**$ 158,000**	**$ 60,800**	**$ 97,200**	

Police	Equipment	Replacement	Radio Replacement	Replace four each existing Police portable radios and two each Police mobile radios over next five years	100% General Fund	$ 14,284	$ -	$ 14,284	4th Quarter
Police	Equipment	Replacement	Patrol Vehicle	AWD Police Vehicle including emergency equipment, video, radio, etc.	100% General Fund	$ 40,494	$ -	$ 40,494	2021
Police	Equipment	Replacement	In-Car Video Systems	Replace existing in-car video system with updated system. Will be on a five-year maintenance cycle to match warranty pending wear and tear.	100% General Fund	$ 4,055	$ 3,555	$ 500	Completed
Police	Equipment	New	Police Radio DVRS Repeater	Install a Police radio DVRS in the western portion of the City to improve Police radio communications	100% General Fund	$ 27,500	$ 23,741	$ 3,759	**Completed**
Police	Equipment	New	Wireless Mobile Radio Mic Extenders	Install wireless police mobile radio mic extenders in nine patrol vehicles	100% General Fund	$ 6,677	$ 6,333	$ 344	**Completed**
					TOTAL POLICE	**$ 93,010**	**$ 33,628**	**$ 59,382**	
PW	Project	New	Hawver Gulch Watershed Study	Review the locations of the low water crossing in the Hawver Gulch watershed. Model the proposed improvements and their overall impacts.	100% General Fund	$ 80,000	$ -	$ 80,000	2021
PW	Project	New	Public Parking Lot Lease/Purchase	Lease/purchase payment for a public parking lot. The lease/payment will continue for 25 Years, for the use of the public parking lot for 99 years.	100% General Fund	$ 22,041	$ 22,041	$ -	Completed
					TOTAL PW	**$ 102,041**	**$ 22,041**	**$ 80,000**	
Streets	Project	Replacement	Storm Sewer Evaluation and Repair	Review the condition of the existing public storm sewers. Repairs will be made based on findings.	100% General Fund	$ 35,000	$ 5,852	$ 29,148	4th Quarter
Streets	Project	Replacement	River Road Ditch Repair	Clean out the ditches along River Road due to silt build up over time	100% General Fund	$ 30,000	$ -	$ 30,000	2021
Streets	Project	Replacement	76th Street Bridge Engineering	Review the current condition of the bridge and present engineering and construction options	100% General Fund	$ 20,000	$ -	$ 20,000	2021
					TOTAL STREETS	**$ 85,000**	**$ 5,852**	**$ 79,148**	
					TOTAL GENERAL FUND	**$ 592,451**	**$ 187,072**	**$ 405,379**	

Sewer	Maintenance	New	Sanitary Sewer Phase 5	Evaluate the existing sewer pipe and structures. Based on data acquired, point repairs can be made to the sewer.	100% Sewer Fund	$ 215,800	$ 206,088	$ 9,712	**Completed**
Sewer	Equipment	Replacement	RAS Pump AFD's	Replacement of three RAS Pump drives that control the pump speed at WWTP.	100% Sewer Fund	$ 5,400	$ -	$ 5,400	4th Quarter
Sewer	Equipment	Replacement	RAS Pump Replacement	Replacement of one of the three RAS pumps, this is completed every 5 years.	100% Sewer Fund	$ 11,500	$ 11,670	$ (170)	Completed
Sewer	Equipment	Replacement	RAS Flow Meters	Modify flow meters	100% Sewer Fund	$ 34,000	$ 33,704	$ 296	**Completed**
Sewer	Project	New	WWTP Exterior Lighting	Additional lights for the outside of the wastewater treatment plant	100% Sewer Fund	$ 9,000	$ -	$ 9,000	4th Quarter
Sewer	Project	New	Sewer Manhole Inspections	Locate, open, inspect, and assess condition of manholes. Update GIS map and database.	100% Sewer Fund	$ 30,000	$ 4,384	$ 25,616	4th Quarter
Sewer	Equipment	Replacement	Clarifier Drive Rebuild	Clarifier Drive Rebuild	100% Sewer Fund	$ 16,000	$ -	$ 16,000	2021
Sewer	Equipment	New	Ongoing Sanitary Sewer Repairs	Periodic projects to rebuild sewer pipes, using the CIPP process.	100% Sewer Fund	$ 475,000	$ 252,684	$ 222,316	4th Quarter
Sewer	Project	New	CCTV	Program to clean and televise a portion of the 15,000 feet per year of the City's sewers.	100% Sewer Fund	$ 30,000	$ 1,078	$ 28,922	4th Quarter
					TOTAL SEWER	**$ 826,700**	**$ 509,608**	**$ 317,092**	
Transportation	Equipment	Replacement	Dump truck, 1-ton, 4-wheel Drive, Snowplow and Salt Spreader	Replacement of older trucks and snowplowing equipment. Will replace next truck in line. Trade-in value approximately $7,000	100% Transportation Fund	$ 65,000	$ 30,264	$ 34,736	4th Quarter
Transportation	Maintenance	New	2" Asphalt Mill and Overlay	Contractor to mill and overlay existing asphalt streets in the City that have become deteriorated.	100% Transportation Fund	$ 285,000	$ 321,245	$ (36,245)	**Completed**
Transportation	Maintenance	New	Curb & Sidewalk Repair	Repair defective sections of curb and sidewalk due to general deterioration.	100% Transportation Fund	$ 50,000	$ 50,231	$ (231)	**Completed**
Transportation	Maintenance	New	Snow Box Attachment	To assist with plowing snow in the downtown and small parking areas.	100% Transportation Fund	$ 5,000	$ -	$ 5,000	2021
Transportation	Maintenance	New	Crack Sealing	Crack sealing of existing street in the City. Includes rental of crack sealing machine and crack seal material.	100% Transportation Fund	$ 10,000	$ -	$ 10,000	4th Quarter
Transportation	Maintenance	New	Street Striping	Needed to re-paint areas on the pavement such as centerlines and stop bars for traffic safety.	100% Transportation Fund	$ 10,000	$ 18,182	$ (8,182)	Completed
Transportation	Equipment	New	Downtown Wayfinding Signage	The design and purchase of wayfinding signage for three locations within the downtown area.	100% Transportation Fund	$ 13,000	$ 10,877	$ 2,123	**Completed**
					TOTAL TRANSPORTATION	**$ 438,000**	**$ 430,799**	**$ 7,201**	

Project Fund	Project	Replacement	Route 9 Phases 1&2	Major Street Reconstruction	Project Funds/CID	$ 1,995,656	$ 101,185	$ 1,894,471	2021
Project Fund	Project	Replacement	Route 9 Phases 1&3	Major Street Reconstruction	MoDot Cost Share	$ 1,734,500	$ -	$ 1,734,500	2021
Project Fund	Project	Replacement	Route 9 6th Street	Major Street Reconstruction	Projects Fund/MoDot /Chapter 100	$ 800,000	$ -	$ 800,000	2021
					TOTAL PROJECTS FUND	**$ 4,530,156**	**$ 101,185**	**$ 4,428,971**	
Parks Sales Tax	Project	New	PLP Ballfields	The engineering and construction of baseball fields and multipurpose fields	100% Parks Sales Tax	$ 200,000	$ -	$ 200,000	4th Quarter
Parks Sales Tax	Project	New	Pickle ball Courts	The design and engineering of 2 to 4 pickelball courts located in ELP	100% Parks Sales Tax	$ 20,000	$ 2,450	$ 17,550	4th Quarter
Parks Sales Tax	Project	New	Dog Park Shade Structure	The purchase and installation of a dog park shade structure	100% Parks Sales Tax	$ 16,000	$ 32,870	$ (16,870)	**Completed**
Parks Sales Tax	Project	Replacement	Adams Park Improvements	The design , purchase, and installation of updated playground equipment	100% Parks Sales Tax	$ 18,000	$ -	$ 18,000	2021
Parks Sales Tax	Project	Replacement	Watkins Park Improvements	The design , purchase, and installation of updated playground equipment	100% Parks Sales Tax	$ 20,000	$ -	$ 20,000	2021
Parks Sales Tax	Project	Replacement	Waddell Bridge Improvement	The repainting and lighting of the Waddell bridge	100% Parks Sales Tax	$ 50,000	$ -	$ 50,000	4th Quarter
Parks Sales Tax	Project	New	Pocket Park Master Plan	The creation of a master plan by an outside third party to provide multiple options for Pocket Park.	100% Parks Sales Tax	$ 25,000	$ 22,890	$ 2,110	4th Quarter
Parks Sales Tax	Project	Replacement	Entry Signs for PLP/ELP	The design and purchase of new entry signs to ELP and PLP	100% Parks Sales Tax	$ 15,000	$ 1,312	$ 13,688	4th Quarter
Parks Sales Tax	Project	New	Lewis and Clark Monument Sign	The design and purchase of a Lewis and Clark sign to be located in ELP	100% Parks Sales Tax	$ 10,000	$ -	$ 10,000	**Completed**
Parks Sales Tax	Project	Replacement	Roundabout Makeover	The design and construction of new landscaping for the roundabout on the south side of Busch Drive.	100% Parks Sales Tax	$ 60,000	$ -	$ 60,000	2021
					TOTAL PARKS SALES TAX FUND	**$ 434,000**	**$ 59,522**	**$ 374,478**	
					GRAND TOTAL	**$ 6,821,307**	**$ 1,288,186**	**$ 5,533,121**	

Projected expenditures per Quarter				
1st Quarter Actual	**2nd Actual**	**3rd Actual**	**4th Projected**	**2021 Projected**
$ 421,952	$ 477,765	$ 388,469	$ 775,463	$ 4,718,465