FINANCE COMMITTEE

Monday, January 11, 2021 3:30 PM

Administration Conference Room, City Hall

In light of public health order from 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: 846 7455 7779; Password: 896072 – rather than appear at City Hall (note: occupancy will be limited).

1. Call to Order

2. Financial Updates

A. City Administrator Approvals

3. Action Items

A. Approve the minutes for the December 7, 2020, meeting

B. Approve a resolution to authorize the offering for sale of a series of Certificates of Participation, Series 2021A, to finance and refinance certain projects and prescribing matters related thereto for the Route 9 improvements (Administration)

C. Approve a purchase order with FTC Equipment for a mixer at the wastewater treatment plant (Public Works)

4. Non-Action Items

5. Unfinished Business (postponed from prior meetings)

6. Other Business

7. Adjourn

Posted Date & Time: 1/8/21; 2:15 p.m. By: MM

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: December 28, 2020

Department: Public Works

Low Bidder and Contract Amount:

Westland Construction, Inc.
20510 163rd St
Basehor, KS 66007

$8,524.38

General Scope of Work Description/Project:

Change Order #1 – Melody Lane Drainage Repair:

On September 15, 2020, the Board of Aldermen approved a construction agreement with Westland Construction for the Melody Lane Drainage Repairs. A portion of the work will be funded with the Platte County Stormwater Grant.

During the construction of the project, there were several areas that needed to added or field modified. This included extending curb to help with drainage, replacement of the driveway to the apron joint, shifting manhole locations and adjustments to pipes, additional milling and pavement restoration, and additional fill between properties.

The total cost of the change order is $8,524.38

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

The City released a bid package for the Melody Lane Drainage Improvements in late Summer 2020. Westland Construction was the low bidder.

Project Start Date: 9/15/20 **Estimated Completion Date:** 12/28/20

Budget Account Code: 10-515.08-03-00

Authorization:

- ☐ City Administrator: _____ Date: 12/28/20
- ☐ Department Head: _____ 12/28/20
- ☐ Mayor (if applicable): _____
- ☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

Change Order 1

PROJECT (*Name and address*):
Melody Lane Drainage Repairs, 2020

CHANGE ORDER NUMBER:
DATE: 1

TO CONTRACTOR (*Name and Address*):
Westland Construction, Inc.
20510 163rd St.
Basehor, KS 66007

PROJECT NO.: _____
CONTRACT DATE: 9/15/2020

THE CONTRACTOR IS CHANGED AS FOLLOWS:

The original Contract Sum was	$	88,332.32
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	88,332.32
The Contract Sum will be increased/decreased by this Change Order in the amount of	$	8,524.38
The new Contract Sum including this Change Order will be	$	96,856.70

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 curb was needed on west side of road, to replace cracked curb.
- Additional curb was needed on east side of road, to replace settled curb.
- Needed to replace drive aprons back to joint, existing was badly cracked.
- Manhole was shifted slightly to hit property corner, reduced footage of east run.
- Manhole was shifted slightly to hit property corner, increased footage of west run.
- Needed to mill additional area to cover additional length, pavement was settled and not draining correctly.
- Needed to pave additional area to cover additional length, pavement was settled and not draining correctly.
- Rock excavation was not needed.
- Additional fill dirt and grading was needed to level the area of the old ditch between the houses.

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.

Change Order 1

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

Westland Construction, Inc.	City of Parkville
CONTRACTOR (*Firm name*)	**OWNER** (*Firm Name*)
20510 163rd St., Basehor, KS 66007	8880 Clark Avenue, Parkville, MO 64152
ADDRESS	**ADDRESS**
Josh VanTuyl (pm)	Joe Parente
BY (*Signature*)	**BY** (*Signature*)
Josh VanTuyl, Project Manager	Joe Parente, City Administrator
(*Typed name*)	(*Typed name*)
12-18-20	12/29/20
DATE	**DATE**

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: January 7, 2021

Department: Public Works

Low Bidder and Contract Amount:

Infrastructure Solutions
9801 Renner Boulevard
Lenexa, KS 66219

$8,926

General Scope of Work Description/Project:

Construction Services – Pickleball Court Sidewalk:

The City of Parkville is currently constructing Pickleball Courts adjacent to the restroom in English Landing Park. There are four courts constructed. As a cost saving measure, the City is contracting directly with the specialty contractors for fencing and sidewalk, separate from the Pickleball Court bids.

Sidewalk is needed for pedestrian access to the Pickleball Courts from McAfee Drive. Staff worked directly with McClure Engineering to design the sidewalks in accordance with industry standards.

Staff contacted three contractors to solicit bids for the sidewalk construction. The lowest bid was from Infrastructure Solutions who provided a quote of $8,926. Infrastructure Solutions worked as a subcontractor to Multicon for the construction of the Pickleball Courts and is familiar with the project. The City has previous experience with Infrastructure Solutions, working on the McAfee Forcemain project.

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

The City contacted three concrete contractors who have done work recently. The bids include:

- Julius Kaaz Construction - $10,646.86
- Terry Snelling Construction - $10,800
- Infrastructure Solutions - $8,926

Project Start Date: 01/07/21 **Estimated Completion Date:** 04/07/21

Budget Account Code: 41-560.52-50-00

Authorization:

☐ City Administrator: _____ Date: _____

☐ Department Head: Alyssa Mabel 01/07/21

☐ Mayor (if applicable): _____

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

CONSTRUCTION SERVICES AGREEMENT

ELP PICKLEBALL COURT SIDEWALK

THIS SERVICE AGREEMENT, entered into on this **20th Day of December, 2020** by and between the CITY OF PARKVILLE, MISSOURI ("City") and **INFRASTRUCTURE SOLUTIONS, LLC** ("Contractor").

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

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

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

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

I. SCOPE OF SERVICES

A. The term "Construction Services" when used in this Agreement shall mean any and all labor, material, equipment, insurance, surety bonds or other thing of value that may be required by this Agreement including its exhibits.

B. The City agrees to retain Contractor and Contractor agrees to perform and complete the Construction Services described in the **Exhibit "A"** – Scope of Work, attached hereto and incorporated by reference.

C. Service Provider represents it has all necessary skills, personnel, financial capacity, licenses, permits, knowledge, and certifications required to perform the Services described herein.

II. COMPENSATION

A. As consideration for providing the Construction Services, the City shall pay Contractor as set forth in **Exhibit "A".**

B. Contractor shall submit its invoices to the City either at completion of the Project, or on such milestone or other interim terms as set forth on **Exhibit "A"**. Contractor's final invoice shall be accompanied by Waivers and Releases of Claim on the forms attached as **Exhibit "B-2"** to this Agreement, executed by Contractor and 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 Substantial 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

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 a Scope of Work Exhibit, 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 § 285.530.5 R.S. Mo. 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. While upon City premises, the Contractor's employees and agents shall be subject to the City's rules and regulations respecting its property and the conduct of employees thereon.

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. All manufacturer's warranties shall be assignable to the City. 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 which 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 VIII.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

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: Alysen M. Abel, Public Works Director
8880 Clark Ave.
Parkville, MO 64152

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

Infrastructure Solutions, LLC
Attn: Jason Conklin, Director of Operations
9801 Renner Boulevard
Lenexa, KS 66219

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. 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.

D. 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 above, 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:

1. 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.

2. 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.

3. 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

INFRASTRUCTURE SOLUTIONS, LLC

By: _____
Jason Conklin, Director of Operations

Jason Conklin
_____
Printed Name

Exhibit A

SCOPE OF WORK AND PRICING AGREEMENT
Proposal Attached

Amount of Agreement - $8,926.00

Term of Agreement - 90 Days

PRICE PROPOSAL

for

English Landing Park, Pickleball Courts

Submitted To: City of Parkville
Address: 8880 Clark Ave, Parkville, MO 64152

Date: 12/16/2020
Contact: Chris Ashley
Email: CAshley@parkvillemo.gov
Phone: 816-741-7676

Engineer: McClure
Job Location: English Landing Park, Parkville, MO

Date of Plans: 11/13/2020

We respectfully submit this "Price Proposal" to furnish materials and labor for the completion of the following work:

Base Bid $8,926.00

DESCRIPTION	UNITS	QUANTITY	PRICES	TOTALS
Mobilization	LS	1	$ 500.00	$ 500.00
Removals	LS	1	$ 500.00	$ 500.00
Grade and Form	LS	1	$ 2,733.00	$ 2,733.00
Place Aggregate Base	LS	1	$ 500.00	$ 500.00
Pour / Backfill / Finish Grade / Restore	LS	1	$ 4,693.00	$ 4,693.00

PRICE PROPOSAL TOTAL ALL WORK ABOVE $8,926.00

All items bid are tied unless discussed and agreed upon pre-award by an authorized representative of Infrastructure Solutions, LLC.

This Price Proposal was generated from drawings received from Chris Ashley on 11/17/2020.

CONDITIONS AND CLARIFICATIONS:

- i-Solutions acknowledges Amendments – None issued or provided to i-Solutions.
- All grading will be to + or – (.1) one tenth of a foot
- Infrastructure Solutions, LLC. reserves the right to prepare Final Hard Bid upon receipt of Final Approved and Permitted Plans and Clarifications.
- Infrastructure Solutions, LLC. is a Union contractor.
- All Work Items in this Proposal Are TIED – (Separation of Scopes requires i-Solutions negotiation and approval)
- Sales taxes are not included in our prices.
- If Infrastructure Solutions LLC. is directed and starts work prior to an executed contract our terms and conditions shall prevail.
- Any work due to a plan omission or change shall be completed after a price is agreed upon and a change order is issued.
- The owner/engineer is responsible for the accuracy of the topographic grades shown on the plans. We reserve the right to perform our own survey after contract award and adjust our price accordingly.
- Our prices are based upon performing the work when weather and ground conditions are suitable to allow efficient performance of the work.
- This proposal may be withdrawn by i-Solutions if not accepted within 30 calendar days.
- Term: Net 30 with payments made at the first of the month.
- I-Solutions Pay Applications will be based on percent complete of the above items quoted.
- Our prices are based upon project work commencing in 2020.

EXCLUSIONS:

- Sidewalk grading, backfill, or finish grading of the courts and or disturbed areas.
- IF ROCK, SANDSTONE, OR SHALE IS ENCOUNTERED ONSITE PRICE ESCALATION IS AS FOLLOWS: $150/CY TRENCH BREAKER EX, $30/CY TRENCH RIPPED, $50/CY TRENCH DRILLED & SHOT $150/CY MASS BREAKER EX, $7/CY MASS RIPPED, $10/CY MASS DRILLED & SHOT
- Permits, fees, bonds, or inspection costs.
- Special insurances (i.e. “Builders Risk”, “All-Risk”, “RR Protective”, etc.) or insurance beyond our current coverages and limits.
- QC/QA Testing or Reporting
- Dust Control
- Wash-Out Pits & Facilities
- Dumpsters
- Onsite soil or compaction testing, geotechnical testing or reporting.
- “As-Built” plans, if required.
- Exterior Electrical Lighting
- Fence Removal, Fence Repair or Fence Installation
- Any seeding, sodding, or landscaping.
- Silt fence or Erosion Control
- Periodic or final cleanout of detention basins.
- Import or placement of topsoil or special soils

- Removal or handling of any material classified as hazardous or contaminated.
- Asbestos Survey or Abatement
- Removal of Buried Underground Storage Tanks
- Excavation or backfill for other contractors.
- Handling or disposal of spoil material generated by other contractors
- Removal, relocation or adjustment of existing utilities (As none are specified or distinguished to be relocated).
- Unsuitable or unstable soils
- Structural excavation or backfill
- Electrical services and connections
- Responsibility for charges or liquidated damages for not meeting milestone dates due to weather, design approvals/delays, or other contractors onsite that would impact the schedule of this project.

Should you have any questions, please let us know.

Submitted by: _____ Date: 12/16/2020

Jason Conklin
Director of Operations

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: January 7, 2021

Department: Public Works

Low Bidder and Contract Amount:

George Butler Associates
9801 Renner Boulevard
Lenexa, KS 66219-9745

$7,211

General Scope of Work Description/Project:

Supplemental Agreement No 1:

On May 19, 2020, the Board of Aldermen approved a Professional Services Agreement with George Butler Associates for the Engineering Design Services for the Complete Streets Improvement on Route 9 at 6th Street.

Additional work was necessary to cover the environmental design and permitting for the roadway improvements. The total amount of additional engineering work for the Request for Environmental Review (RER) required by MoDOT.

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

The City contracted with George Butler Associates for the previous public improvements on Route 9, from Highway 45 to Lakeview Drive. Due to the shorter timeframe associated with the grant, the City contracted directly with GBA. They were previously selected in a qualifications based selection.

Project Start Date: 12/15/20 **Estimated Completion Date:** 02/01/21

Budget Account Code: 95-501.04-11-00

Authorization:

- ☐ City Administrator: _____ Date: _____
- ☐ Department Head: Allyson Mabel 01/07/21
- ☐ Mayor (if applicable): _____ _____
- ☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

SUPPLEMENTAL AGREEMENT NO. 1
FOR PROFESSIONAL SERVICES
City of Parkville, Missouri

This Supplemental Agreement made this 21st day of December, 2020, by and between the City of Parkville, Missouri, hereinafter referred to as the "City", and George Butler Associates, Inc., hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the City and Consultant have previously entered into a Professional Services Agreement, dated May 19th, 2020 ("the Agreement"), to furnish professional services for the **"Six at Park Intersection Improvements"**, hereinafter referred to as the "Project"; and

WHEREAS, Section I.D of the Agreement allows that the Consultant shall provide, with the City's concurrence, supplemental services in addition to those listed in the Professional Services Agreement, when such services are requested or authorized in writing by the City.

WHEREAS, this Supplemental Agreement No. 1 between the parties heretofore defined is to provide additional professional services related to the environmental permitting and coordination for the Project, as outlined in **Exhibit A** of this Supplemental Agreement No. 1, attached hereto and incorporated herein by reference; and

WHEREAS, the City is desirous of entering into Supplemental Agreement No. 1 to pay the Consultant for additional services rendered to the City related to the Project; and

WHEREAS, the City is authorized and empowered to contract with the Consultant for the necessary additional professional services under the Agreement, and necessary funds for the payment of said services related to the Project are available and authorized under the Agreement.

NOW THEREFORE, the parties hereby agree as follows:

A. That the Scope of Services and attachment Exhibit A referenced in Section I.B of the Agreement is amended as follows: Environmental Permitting and Coordination with MoDOT and other entities required for approval of the Request for Environmental Review.

B. The total fee for the aforementioned additional professional services to be provided pursuant to this Supplemental Agreement No. 1 is Seven Thousand Two-Hundred Eleven dollars ($7,211), which raises the total fee for all services provided under the Agreement from One Hundred Seventy-Two Thousand, Two Hundred Nine dollars ($172,209.00), to One Hundred Seventy-Nine Thousand, Four Hundred Twenty dollars ($179,420.00),

including reimbursables.

IN ALL OTHER RESPECTS, the terms and conditions of the Agreement will remain in full force and effect, except as specifically modified by this Supplemental Agreement No. 1, including all policies of insurance which will cover the work authorized by this Supplemental Agreement No. 1.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement No. 1 to be executed as of the day and year first above written.

CITY OF PARKVILLE, MISSOURI

By: _____
Joseph Parente, City Administrator

ATTEST:

_____
Melissa McChesney, City Clerk

GEORGE BUTLER ASSOCIATES, INC.

By: _____
John Cooper, Vice President

Exhibit A
Six at Park Improvements
Supplemental Agreement #1

City of Parkville

Project Fee for environmental permitting - Six at Park	PRI	SRASC	SLAES	ASC	PL	SRE	PAES	DAES	SAES	SRT	TOTAL	Mileage	Add'l	TOTAL	TOTAL
	$260	$232	$200	$200	$175	$165	$145	$130	$118	$140	HOURS	Expenses	Expenses	EXPENSES	COST
Environmental Permitting															
Project Meetings & Coordination (Internal)				1			8		2		11			$0	$1,596
Site Visit				2			2				4			$0	$690
Produce Agency Letters & Exhibits							5				5			$0	$725
Agency Coordination (SHPO, MDC, USFWS)				8							8			$0	$1,600
Request for Environmental Review (MoDOT)				13							13			$0	$2,600
											Grand Total of GBA Design Services				**$7,211**
Assumptions															
Creation of SWPPP is not required (Area of Disturbance less than 1 Acre)															

Finance Committee Meeting
Monday, December 7, 2020 3:30 PM
Administration Conference Room, City Hall

Minutes

1. Call to Order

Chair Sportsman called the meeting to order at 3:30 p.m. A quorum was present.

Members Present: Chair Marc Sportsman, Vice Chair Dave Rittman, Nan Johnston 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, Assistant to the City Administrator Anna Mitchell, Public Works Project Manager Chris Ashley and City Clerk Melissa McChesney

2. Financial Updates

A. **City Administrator Approvals**

City Administrator Joe Parente provided an overview on purchases approved within his authority.

3. Action Items

A. **Approve the minutes from the November 23, 2020, meeting**

Vice Chair Dave Rittman moved to approve the minutes from the November 23, 2020, meeting. Robert Lock seconded; motion passed 4-0.

B. **Authorize staff to advertise a public hearing and prepare an ordinance to implement a 3% rate increase for the sewer utility in 2021**

Public Works Director Alysen Abel provided an overview of the 2021 sewer rate increase, noting that the proposed increase was three percent in order to balance the capital improvement program, help maintain three months of working capital and increase the amount transferred to the General Fund to cover direct and indirect costs. She also provided a status update on the new sewer allocation study.

Discussion focused on the allocation to the General Fund, the updated study and the future of the City's sewer system. The consensus of the Committee was to hold off on the public hearing until the sewer allocation study was completed and to use the information to determine the appropriate rate increase needed.

No action was taken.

4. Non-Action Items

5. Unfinished Business (postponed from prior meetings)

6. Other Business

7. Adjourn

Chair Sportsman adjourned the meeting at 4:16 p.m.

Submitted by:

_____ _____

Melissa McChesney Approval Date
City Clerk

CITY OF PARKVILLE
Policy Report

Date: January 7, 2021

Prepared By:
Joe Parente, City Administrator

Reviewed By:
Alysen Abel, Public Works Director

ISSUE:
Approve a resolution to authorize the offering for sale of a series of Certificates of Participation, Series 2021A, to finance and refinance certain projects and prescribing matters related thereto for the Route 9 improvements (Administration)

BACKGROUND:
On January 5, 2016, the Board of Aldermen adopted the Route 9 Corridor Study that included a concept plan and preliminary engineering designs for multimodal improvements for 12 project segments along Route 9 from Route 45 to Mattox Road in Riverside. On March 15, 2016, the Board of Aldermen approved an application to the Mid-America Regional Council (MARC) for federal funding for the first phase of improvements along the Route 9 corridor from Route 45 to Clark Avenue. On January 5, 2017, the City received official award of a $965,000 grant.

In 2017, the City worked with its financial Advisor, Springsted, Inc. (now Baker Tilley Municipal Advisors) to provide a source of funds for the City's initial share of the project costs. The City obtained $323,100 in financing for the local cost share for the grant. In addition, a grant anticipation loan of $1,020,300 was made to initiate the project in advance of the 2019-20 federal fiscal year. The grant anticipation loan had a lump sum payoff on March 1, 2020, which was later extended to 2022.

During the planning process of the first segment, the City received additional grant funding for an additional phase, extending construction from Clark Avenue to Lakeview Drive. The additional grant was from the Missouri Cost Share Grant Program, in the amount of $1,734,500, bringing the total state and federal grant amount to $2,699,500. All grants have regulations that require a contribution of local funds as a project match. The 9 Highway Corridor Community Improvement District (CID) was established to provide the local match, and any other additional funds necessary to complete the project. The CID has imposed a 1% sales tax on businesses within the District. The revenue will utilized to pay for project costs, including making payments toward the Phase I and Phase II financing to pay for the improvements.

On August 1, 2017, the Board of Aldermen approved a professional services agreement with George Butler Associates to perform engineering services for the project.

The final design plans have been completed. In addition, the relocation of utilities and the acquisition of easements and right-of-way, for the construction improvements have mostly been completed, with

any final adjustments anticipated prior to the construction. The project is expected to be sent out for construction bidding this month, with a contract award in March.

PHASE II PROJECT FINANCING

The City is presently working with its financial advisor and bond counsel on the second phase of financing for the remaining funds needed to complete the project. It is estimated that $1,773,296 in additional financing is needed to complete the construction. In addition, there will be financing issuance costs. The intent is to adjust the final financing amount after construction bidding, with the ability to draw additional funds associated with any construction change orders and additional engineering services. Lastly, as part of the financing structure, it will include the prepayment of certain Phase I financing. Based on all of this, the resolution authorizes the sale of $2,175,000 for the issuance of the Certificates of Participation.

BUDGET IMPACT:

The Route 9 Project is funded by a combination of state and federal grants and local funds. The 9 Highway Corridor CID was established with a 1% sales tax to support the local cost for the project. Based on the current estimates, it is projected the CID will collect adequate sales taxes to support the project, so no additional City general or transportation funding will be required for the project. Should the revenue fall short during the life of the financing, then the city will be required to appropriate additional funding.

A breakdown of the existing sources of funding, and the additional financing required, is as follows:

Revenues

Phase 1 Financing (remaining funds):	$252,707
MARC STP Grant	$668,000
MARC CMAQ Grant	$297,000
MoDOT Cost Share Grant	$1,734,500
Phase II Financing (current estimate)	$1,773,396
Total Revenue	$4,725,503

Expenses

Construction, Engineering & Other Costs (current est.)	$3,760,503
Transfer to Debt Service Fund (grant anticipation loan)	$965,000
Total Expenses	$4,725,503

ALTERNATIVES:

1. Approve the resolution.
2. Provide direction to City Administration regarding modifying the financing for the Route 9 Project.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends the approval of the Resolution Authorizing for sale of a Series of Certificates of Participation, Series 2021A, for the purpose of financing the remaining costs for the Route 9

Improvement Project.

POLICY:
The recommendation for debt financing shall be evaluated for compliance with the City's Debt Management Policy (Attachment 2).

SUGGESTED MOTION:
I move to recommend that the Board of Aldermen approve a resolution authorizing the offering for sale of a Series of Certificates of Participation, Series 2021A to finance and refinance certain projects and prescribing matters related thereto for Route 9 improvements.

ATTACHMENTS:
1. Draft Resolution
2. Debt Service Charts (2021 Budget)
3. Debt Management Policy

RESOLUTION NO. ___

RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF A SERIES OF CERTIFICATES OF PARTICIPATION, SERIES 2021A TO FINANCE AND REFINANCE CERTAIN PROJECTS FOR THE CITY OF PARKVILLE, MISSOURI, AND PRESCRIBING MATTERS RELATED THERETO.

WHEREAS, the City of Parkville, Missouri (the "City"), has identified the need to finance and refinance certain capital projects for the City, including improvements to Route 9 and related improvements in the Route 9 right of way and capital City street maintenance (such projects shall be collectively referred to herein as the "Project"); and

WHEREAS, the City desires to authorize the competitive offering for sale of its Certificates of Participation, Series 2021A (the "Certificates"), in an amount of approximately $2,175,000 for the Project and to pay costs of issuance of the Certificates; and

WHEREAS, a portion of the proceeds of the Certificates will be utilized for the prepayment of certain prior lease/purchase obligations of the City in order to achieve interest cost savings and create a more orderly plan of financing for the City; and

WHEREAS, in connection with the competitive offering for sale of the Certificates, the Board of Aldermen desires to direct City staff, the City's Municipal Advisor, Baker Tilly Municipal Advisors, LLC, and the City's Special Counsel, Armstrong Teasdale LLP, to prepare such documents as are necessary for such offering, including without limitation a Preliminary Official Statement and a Notice of Sale;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF PARKVILLE, MISSOURI, AS FOLLOWS:

Section 1. Authorization of Competitive Sale of Certificates and Related Documents. The Board of Aldermen hereby authorizes and directs the City staff and advisors to take such steps as are necessary to offer the Certificates for sale using a public competitive sale process. The Board of Aldermen further authorizes and directs the preparation of a Preliminary Official Statement, Notice of Sale and such other documents as are necessary for the competitive sale of the Certificates.

Section 2. Further Authority. The Mayor, the City Clerk, the City Administrator and other officers and representatives of the City are hereby authorized and directed to take such other actions as may be necessary to carry out the offering for sale of the Certificates.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Board of Aldermen.

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

_____

(SEAL) Mayor Nanette K. Johnston

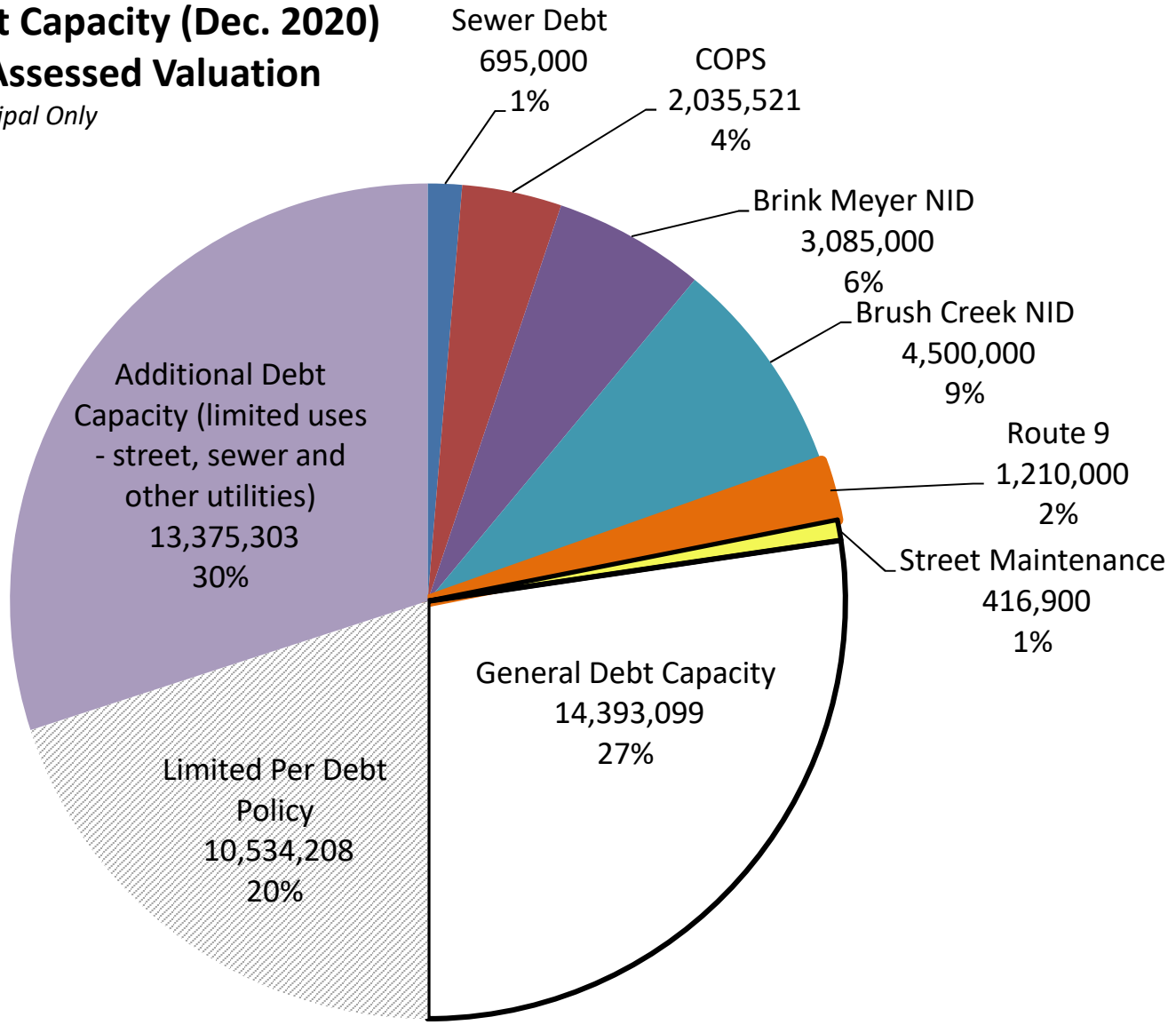
ATTEST:

_____

City Clerk Melissa McChesney

Total Debt and Debt Capacity (Dec. 2020)
Based on 2020 Assessed Valuation

Principal Only



CITY OF PARKVILLE, MISSOURI

Policy Title:	Debt Management Policy		
Policy Number:	100-05	**Category**:	Board
Effective Date:	September 16, 2014 Resolution No. 09-01-14	**Updates**:	

INTRODUCTION

The issuance of debt is a strategy for financing major capital expenditures that otherwise might not be achievable with pay-as-you-go financing. Determining the method and timing for financing is subject to numerous considerations. For the purpose of this policy, debt financing includes general obligation bonds, special assessment bonds, revenue bonds, temporary notes, lease/purchase agreements including certificates of participation, and other City obligations permitted to be issued or incurred under Missouri law.

The Debt Management Policy sets forth guidelines for the financing of capital expenditures. It is the objective of the policies that (1) the City obtain financing only when necessary, (2) the process for identifying the timing and amount of debt or other financing be as efficient as possible, (3) the most favorable interest rate and other related costs be obtained, and (4) when appropriate, future financial flexibility be maintained.

The cost of financing through the issuance of debt is also affected by the strength of the City's financial position. Bond ratings and investor's bids are influenced by the City's debt management policies, as well as, the overall financial policies of the City. The City's debt policies are intended to encourage conservative debt management while maintaining the flexibility to use the various financing mechanisms that are available to the City.

POLICIES

1. General Policies

a. To enhance creditworthiness and prudent financial management, the City is committed to systematic capital planning, intergovernmental cooperation and coordination, and long-term financial planning. Evidence of this commitment to capital planning will be demonstrated through adoption and periodic adjustment of the Parkville Master Plan and the annual adoption of a Capital Improvement Program (CIP) identifying the benefits, costs, and method of funding each capital improvement planned for the succeeding five years.

b. Long-term borrowing shall be limited to capital equipment and capital improvements that cannot be financed from current revenues. Long-term debt shall not be used for ongoing operating and maintenance expenditures.

c. In general, long-term financing will only be considered under the following circumstances:

   i. When the project/equipment is included in the City's CIP and is in conformance with the Parkville Master Plan.

   ii. When the project/equipment is not included in the City's CIP but it is an urgent need or it is a project/equipment mandated immediately by state or federal requirements, or it is a desirable project/equipment for which grant money has been offered and the matching funds are not readily available from other sources.

   iii. When the project is the result of growth-related activities within the community that require unanticipated and unplanned infrastructure or capital improvements by the City.

   iv. When there are designated revenues sufficient to service debt, whether from project revenues, other specified and reserved resources, or infrastructure cost sharing revenues.

d. Any capital improvement projects or capital equipment financed through debt should be financed for a period not to exceed the expected useful life of the project or equipment.

e. Total debt outstanding, including overlapping debt, will be considered when planning additional debt issuance.

f. Financing requirements will be reviewed annually. The timing for financing will be based upon the City's need for funds, market conditions and debt management policies.

g. The City seeks to maintain the highest possible credit ratings for all categories of short- and long-term general obligation and revenue debt that can be achieved without compromising the delivery of basic City services and the achievement of adopted City policy objectives. The City recognizes that external economic, natural, or other events may from time to time affect the creditworthiness of its debt. Nevertheless, the City is committed to ensuring that actions within its control are prudent.

h. In general, the City will issue general obligation debt through a competitive bidding process. Bids will be awarded on a true interest cost basis (TIC), provided other bidding requirements are satisfied. Issuance of other City debt will be by competitive bidding process or negotiated sale depending on the nature of the debt being issued. Factors to be considered in determining the form of sale include, but are not limited to, the complexity of the issue; the need for specialized expertise; maximizing savings in time or money; or circumstances in which market conditions or City credit are unusually volatile or uncertain. The underwriter(s) for a negotiated sale will be selected through a competitive request for proposals process that considers criteria such as experience, capacity, expertise, and price.

i. The primary responsibility for administering this policy rests with the City Administrator, who shall be assisted by other City staff. The primary responsibility for adopting, and for periodically reviewing and as needed amending, this policy rests with the Board of Aldermen upon recommendation from the Finance Committee.

2. Evaluation Criteria

The following criteria will be used to evaluate pay-as-you-go versus debt financing in funding capital improvements and equipment:

a. Factors which favor pay-as-you-go financing include the following:

   i. Current revenues and fund balances are available.

   ii. Phasing-in of projects is feasible.

   iii. Additional debt levels would adversely affect the City's credit rating.

   iv. Market conditions are unfavorable or suggest difficulties in marketing new debt.

b. Factors which favor debt financing include the following:

   i. Revenues available for debt issues are considered sufficient and reliable so that long-term financing can be marketed with an appropriate credit rating, which can be maintained;

   ii. Market conditions present favorable interest rates and demand for City debt financing.

   iii. A project is mandated by state or federal government and current revenues or fund balances are insufficient to pay project costs.

   iv. A project is immediately required to meet or relieve capacity needs.

   v. The life of the project or asset financed is five years or longer.

   vi. The life of the project or asset is less than five years, but short-term financing that does not exceed the useful life of the project or asset is feasible.

   vii. Cost savings can be achieved by completing improvements as a single large project rather than as a multi-year series of pay-as-you-go smaller projects.

c. The City shall use an objective analytical approach to determine whether it can afford to assume new general obligation bonds beyond what it retires each year. Generally this process will evaluate debt levels compared to key demographic data such as debt per capita, debt as a percentage of taxable value, debt service payments as a percent of current revenues and expenditures, and the overlapping debt of all local

taxing jurisdictions. The process shall also examine the direct costs and benefits of any proposed expenditures.

d. For eligible projects, the City should consider a Fewson Fund loan as an alternative to traditional debt financing in order to eliminate or reduce financing costs. Fewson Fund loans should be evaluated based on the criteria outlined in the Fewson Fund Policy, adopted by Resolution No. 12-01-13.

e. For the City to issue new revenue bonds, projected annual revenues shall exceed projected debt payments to a level that will ensure prudent coverage provisions based on type of revenues and market conditions.

f. The City shall exercise caution with the issuance of tax increment financing bonds, special assessment bonds, or other debt instruments for economic development purposes. In general, the following conditions will apply:

    i. Economic development debt financing will only be considered for public improvements that accommodate growth and development with a direct economic impact.

    ii. The City should avoid use of debt financing for speculative projects.

    iii. The applicant must demonstrate that future city property and/or sales taxes will equal or exceed the value of the debt financing incentive during the term of debt issue. The City reserves the right to perform an independent cost-benefit analysis, at the applicant's cost, to verify (1) the project's return on investment for the City and (2) feasibility and capacity of the development to generate revenues adequate to cover annual debt service.

    iv. The applicant must receive approval for a preliminary or final development plan before or in conjunction with the Board of Aldermen's consideration of economic development debt financing. The City desires to confirm that the proposed development is consistent with the Parkville Master Plan and all applicable development standards and regulations before conferring economic development incentives.

    v. The applicant may be required to enter into a development agreement with the City as a condition of debt financing. The development agreement will address the standards and conditions unique to each project such as, but not limited to, collateral to secure the City's debt financing risk and milestones that must be met by the applicant before debt is issued.

3. Administration and Financing

a. All payments of general obligation bonds and revenue bonds shall be from a segregated debt service fund established for that purpose. The fund balance plus anticipated revenues will be maintained at a level equal to or greater than the total

principal and interest payable from that Fund for the upcoming semi-annual debt service payment.

b. All general obligation and revenue bond proceeds shall be invested separate from the City's consolidated cash pool unless otherwise specified by the bond legislation. Investments will be consistent with those authorized by state law and the City's applicable investment policies in order to maintain safety and liquidity of the funds.

c. The City will retain external bond counsel for all debt issues. All debt issued by the City will include a written opinion by bond counsel affirming that the City is authorized to issue the debt, stating that the City has met all State constitutional and statutory requirements necessary for issuance, and determining the debt's federal income tax status. The bond counsel retained must have comprehensive municipal debt experience and a thorough understanding of Missouri law as it relates to the issuance of municipal debt.

d. The City will retain an external independent financial advisor to be selected through a competitive request for proposals process. The financial advisor shall not have a relationship with any underwriters. The major criteria in the selection process for a financial advisor will be comprehensive municipal debt experience, experience with diverse financial structuring and pricing of municipal securities, as well as overall cost of services.

4. Debt Limitations

a. Debt will be structured to achieve the lowest possible net cost to the City given market conditions, the urgency of the capital project, the type of debt being issued, and the nature and type of repayment source. Moreover, to the extent possible, the City will design the repayment of its overall debt so as to rapidly recapture its debt capacity for future use.

b. The Missouri Constitution permits a city, by vote of two-thirds of the voting electorate, to incur general obligation indebtedness for city purposes not to exceed 10% of the assessed value of taxable tangible property. The City may issue additional debt not to exceed 10% of assessed valuation (20% total) for street and sewer improvements, or purchasing or constructing water or electric utility plants. The City's total general obligation indebtedness should not exceed 80% of the limit prescribed by State law.

c. The City does not have a prescribed limit for per capita general obligation bond principal. In evaluating opportunities to issue debt, the City will maintain per capita debt levels at rates reflective of infrastructure needs, population growth, bond rating standards, and other relevant factors.

d. The City will not issue short term tax anticipation debt.

5. Refunding of Debt

a. Periodic reviews of all outstanding debts will be undertaken to determine refunding opportunities. Refunding will be considered (within federal tax law constraints) if and when there is a net economic benefit of the refunding or the refunding is essential in order to modernize covenants essential to operations and management.

b. City staff and the financial advisor shall monitor the municipal bond market for opportunities to obtain interest cost savings by refunding outstanding debt. As a general rule, current refundings will be undertaken only if there is a present value savings, and advanced refundings will be undertaken only if the present value savings, after refinancing costs, exceed 3% of the refunded debt service.

c. Refunding issues that produce net present value savings of less than the targeted amount may be considered on a case-by-case basis. Refunding issues with negative savings will not be considered unless there is a compelling public policy objective.

6. Conduit Financings

a. The City may sponsor conduit financings in the form of Chapter 100 Industrial Revenue Bonds for those economic activities that have a general public purpose and are consistent with the City's overall service and policy objectives as determined by the Board of Aldermen. All conduit financings must insulate the City completely from any credit risk or exposure and must first be approved by the Finance Committee before being submitted to the Board of Aldermen for consideration. The City will retain the right to approve the underwriter and bond counsel, require compliance with disclosure and arbitrage requirements, and establish minimum ratings or credit worthiness acceptable for conduit debt. Credit enhancements, such as insurance or letters of credit, may be required for certain issues.

7. Post Issue Management

a. The City will establish procedures for ensuring the City is compliant with tax-exempt financing rules and regulations.

b. Federal arbitrage legislation is intended to discourage governmental entities from issuing tax-exempt obligations unnecessarily. In compliance with the spirit of this legislation, the City will issue obligations only when it appears the proceeds will be utilized in a timely fashion. Because of the complexity of arbitrage regulations and the severity of non-compliance penalties, the City will engage outside consultants when arbitrage related questions arise and to calculate potential arbitrage liability.

c. The City is committed to meeting secondary disclosure requirements on a timely and comprehensive basis. The City is committed to full and complete primary and secondary financial disclosure and to cooperating fully with rating agencies, institutional and individual investors, City departments and agencies, other levels of government, and the general public to share clear, comprehensible, and accurate financial information.

d. Official statements accompanying debt issues, audited financial statements, and continuing disclosure statements will meet (at a minimum), the standards articulated by the Government Accounting Standards Board (GASB), the National Federation of Municipal Analysts, the Securities and Exchange Commission (SEC), and Generally Accepted Accounting principles (GAAP).

e. The City shall take care to stay in compliance with all continuing disclosure agreements entered into in connection with issuance of debt. The City should thoroughly understand its obligations to gather and keep current the required information. The City will post the year-end financial report along with any other required information to the Electronic Municipal Market Access (EMMA) site maintained by the Municipal Securities Rulemaking Board (MSRB) within the time agreed to in the disclosure agreement. If a material event occurs as identified by the agreement, the City will file a notice to EMMA within 10 business days.

CITY OF PARKVILLE
Policy Report

Date: January 4, 2021

Prepared By:
Alysen Abel, Public Works Director

Reviewed By:
Melissa McChesney, City Clerk

ISSUE:
Approve a purchase order with FTC Equipment for a mixer at the wastewater treatment plant (Public Works)

BACKGROUND:
The wastewater treatment plant has mixers that work to circulate the wastewater at the plant, assisting with the microbial production that is necessary for wastewater treatment. The mixer is the original mixer and is over 20 years old. There have been several repairs made to extend its life, but ultimately it needs to be replaced.

FTC Equipment is the sole source provider of the mixer and the City has an existing on-call pump maintenance contract with them. They assist with preventative maintenance repairs of many of the pumps within the City's inventory. They also assist with numerous emergency repairs associated with the wastewater treatment plant and pump stations.

BUDGET IMPACT:
The 2021 Sewer Fund Capital Improvement Program includes $12,000 for the purchase of a new mixer for the wastewater treatment plant. This purchase order is within budget at $10,644.87, which includes estimated freight charges.

ALTERNATIVES:
1. Approve a purchase order for the new mixer at the wastewater treatment plant.
2. Provide further direction to staff regarding the purchase of the mixer.
3. Do not approve the purchase order.
4. Postpone this item.

STAFF RECOMMENDATION:
Staff recommends the purchase order with FTC Equipment for the purchase of a new mixer.

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

SUGGESTED MOTION:
I move to recommend that the Board of Aldermen approve a purchase order with FTC Equipment for a mixer at the wastewater treatment plant for $10,644.87.

ATTACHMENTS:

1. Purchase Order

PURCHASE ORDER

(non-construction)

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

Date: January 19, 2021

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

VENDOR FTC Equipment, LLC

5238 Winner Road

Kansas City, MO 64127

Phone: 816-833-7200 Fax: 816-833-1074

SHIP TO: WWTP, 12303 NW FF Highway, Parkville, MO 64152

INVOICE TO: Attn: Alysen Abel, 8880 Clark Avenue, Parkville, MO 64152

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

Vendor agrees to furnish following goods in accordance with the terms and provisions of this Purchase Order Agreement consisting of 6 pages including attachments. Purchaser agrees to pay the total sum of **Ten Thousand Six Hundred Forty Four Dollars and 87/100 ($10,644.87)** for such materials, subject to any additions or deductions agreed upon in writing**. Freight charges are included in purchase price and sales taxes will not be charged to the Purchaser as a tax exempt entity. Purchaser will provide Vendor with a Tax Exemption Certificate upon request**. Payment is to be made within thirty days after delivery of goods and receipt of invoice. This purchase order is only valid through March 31, 2021.

ITEMS:	SCHEDULE OF DELIVERY:
WWTP - Aeration Basin ABS Submersible Mixer, 460V, 8HP Cast Iron Construction 3 Phase, 60 Hz Stainless Steel Shaft Stainless Steel Impeller 32' Cable $10,044.87 Estimated Freight - $600.00 Total: $10,644.87 See Attachment "A" – Terms and Conditions See Attachment "B" – Insurance Requirements See Attachment "C" – Quote	F.O.B. WWTP, 12303 NW FF Highway, Parkville, MO 64152 Attn: Sewer Plant Manager

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

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

CITY OF PARKVILLE, MISSOURI. ("Purchaser")	**FTC EQUIPMENT, LLC** ("Vendor")
By: _____	**By:** Angie Schlitz
Title: _____	**Title:** Operations Manager
Date: _____	**Date:** 12/30/20

Attachment "A"

TERMS AND CONDITIONS FOR CITY OF PARKVILLE PURCHASE ORDER

1. **Packing and Shipping.** Purchaser reserves the right to inspect the goods at any time prior to shipment as well as upon delivery, but neither delivery nor inspection of goods shall constitute acceptance of them

2. **Work, Liens and Waivers**: Vendor agrees both to deliver the material to Purchaser and to perform the work free and clear of all claims, encumbrances or liens. Further if at any time there is evidence of any lien associated with the items delivered, Purchaser shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify against such invoice, bill, lien or claim.

3. **Insurance.** Vendor shall maintain liability and other insurance as set forth on Attachment "B" in amounts, with coverage and in companies satisfactory to Purchaser.

4. **Warranties**. (a) Vendor warrants that all work and material will be free from defects, of good quality and workmanship, suitable for their intended purposes and in strict accordance with all requirements of Purchaser, and will meet all capacities, functional tests and criteria required in them. (b) All manufacturers' warranties shall be assignable to Purchaser. (c) Vendor shall furnish to Purchaser all material safety data sheets (MSDS) relevant to items furnished hereunder.

5. **Time is of the Essence**. Vendor agrees to perform the work and furnish the goods called for as stated above by Purchaser.

6. **Indemnification**: Vendor agrees to indemnify, defend and hold harmless Purchaser from and against all claims, damages, losses, causes of action and expenses (i) arising out of injury to (including death of) any persons or damage to property alleged to have been caused in whole or in part by any act or omission of Vendor, its agents, employees, sub-subcontractors, Vendors or invitees, and (ii) arising out of (a) any alleged defects or failures in Vendor's products; (b) all tax liabilities of Vendor; (c) any infringement of patent, trademark or trade secrets; and (d) any mechanic's liens or payment bond claims by those claiming payments owed by Vendor. Vendor shall defend all suits brought against Purchaser on account of any such claims of liability, shall pay any settlements made or judgments rendered with respect thereto, and shall reimburse and indemnify Purchaser for all expenses, including court costs and reasonable attorneys' fees, incurred by Purchaser. The obligations set forth in this paragraph are continuing and shall survive occupancy, completion of the construction project, termination of the Purchase Order, acceptance of work, or final payment to Vendor.

7. **Changes**: Purchaser reserves the right to order changes in writing in the goods required hereunder and this Purchase Order shall be modified accordingly. No change shall be made in this Purchase Order without such written order and no claim of payment by Vendor for extras will be allowed unless such payment and such extra goods are agreed to in writing by Purchaser.

8. **Remedies:** If Vendor shall fail to perform in a timely manner, Purchaser may (in addition to all other rights) demand immediate cure of Vendor's default, correct Vendor's default, or obtain conforming goods elsewhere at Vendor's expense. In any case, Purchaser shall be entitled to recoup from Vendor all its loss, cost and expense incurred as a result of Vendor's default, including replacement of such defective work and damage to other work, and shall perform Vendor's warranty with respect thereof.

9. **Disputes**: Vendor agrees that all disputes under this Purchase Order shall be resolved in the Circuit Court of Platte County, Missouri or the U.S. District Court for the Western District of Missouri. This Purchase Order shall be construed under the laws of the State of Missouri.

10. **Pricing**: If price is omitted on this Purchase Order and not otherwise agreed to in writing, then the price to apply hereto will be the prevailing market price at (a) time of order or (b) time of delivery, whichever is less.

11. **Termination**: Purchaser by written notice to Vendor may at any time terminate and cancel this P.O. with respect to materials which remain undelivered on the date of such notice. In the event of such cancellation, Vendor shall promptly stop all work called for by this Purchase Order, and Purchaser's responsibility to Vendor is limited to paying Vendor for all goods delivered as of the date of termination. Other than as specifically provided for herein, Vendor shall not be entitled to claim or recover damages, restocking fees, or loss of profits from Purchaser on account of any such cancellation, delays suffered by Vendor, irrespective of cause, or the rejection by Purchaser of any goods shipped under this Purchase Order.

12. **Assignment**: Vendor may not assign or transfer this Purchase Order or any part hereof without the prior written consent of Purchaser.

13. **This Purchase Order is the final and integrated agreement of the parties, superseding all negotiations and prior agreements of the parties.**

ATTACHMENT "B"

INSURANCE REQUIREMENTS

1. Vendor agrees to procure and carry, at its sole cost, until completion of this Purchase Order and all applicable warranty periods, all insurance, with identical limits of liability and scope of coverages, as set forth below; provided, however:

1.1 All insurance is to be issued by companies and with liability limits acceptable to Purchaser.

1.2 Purchaser reserves the right to review certified copies of any and all insurance policies to which this Purchase Order is applicable.

1.3 Insurance certificates, written on a standard ACORD form, **and a copy of the additional insured endorsement,** must be received by Purchaser prior to any payment by Purchaser or delivery of goods.

2. Such insurance shall include the following terms and conditions:

2.1 All coverages obtained by Vendor, except professional liability if applicable, shall be on an occurrence policy form and not on a claims made policy form.

2.2 The cost of defense of claims shall not erode the limits of coverage furnished.

2.3 Advance notice of cancellation. All insurance certificates will state that all coverages are in effect and will not be canceled without thirty (30) days' prior written notice to Purchaser and other required additional insureds (except for non-payment of premium, for which at least ten (10) days advance notice shall be given to Purchaser) of such insurance and shall contain an endorsement stating the insurers agreement to provide such notice, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms, such as ACORD forms. **A copy of the Notice of Cancelation Endorsement must be furnished to Purchaser prior to delivery of goods**.

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

2.5 Commercial General Liability Insurance. Vendor shall obtain and maintain Commercial General Liability Insurance, on an occurrence form for the hazards of contractual liability insuring the indemnities set forth in the Purchase Order, including personal injury, death and property damage.

2.6 Excess Liability. Vendor shall maintain Excess Liability coverage on an umbrella form with minimum limits of $1,000,000.00 per occurrence and $1,000,000.00 aggregate.

2.8 Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers thereunder against Purchaser and all its assigns, subsidiaries, affiliates, employees, insurers and underwriters. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged.

2.9 Additional Insureds. Purchaser shall be included as additional insureds under Vendor's furnished insurance, for ongoing and completed operations, 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 04/12), under the commercial

general liability policy. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING.

2.10 Insurance Primary. All policies of insurance provided pursuant to this article shall be written as primary policies, and not in excess of the coverage of the indemnitee's insurance.

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

4. Patent Liability. Vendor shall protect, defend and save Purchaser harmless from any liability, including costs and expenses, for, or on account of, any patented or unpatented invention, article or appliance manufactured or used in the performance of this Purchase Order, including their use by Owner and further agrees to pay all loss and expense incurred by Purchaser by reason of any such claims or suits, including attorneys' fees.

5. Professional Liability. If any design or other professional services are included in the Purchase Order, Vendor shall purchase, and maintain for a period of three years after the date of Final Completion, insurance covering claims arising out of the performance or furnishing of Design or Professional Services and for claims arising out of allegations of errors, omissions or negligent acts in connection with the Purchase Order. The policy shall be at least as broad as the coverage provided in Design Liability Policy, Member Companies of CNA Insurance, Form G-115692-A (Ed 02/96), with a minimum limit of $1,000,000 per occurrence and $2,000,000 aggregate.

5.1. Vendor shall require each designer providing design services engaged by Vendor to provide identical coverage.

FTC Equipment, LLC

5238 Winner Road
Kansas City, MO 64127

Phone: 816-833-7200
Fax: 816-833-1074

Quote

Date	Estimate #
12/23/2020	12089

Name/Address	Ship To
City of Parkville Attn: Accounts Payable 8880 Clark Avenue Parkville, MO 64152	City of Parkville WWTP 12303 NW FF Highway Parkville, MO 64152

Terms	Rep	FOB	W/O Number
Net 30	MAS	Factory	

Qty	U/M	Item	Description	Rate	TOTAL
			Facility: WWTP		
			Location: Aeration Basin		
1	EA	RW6522 A60/12	ABS Submersible Mixer, 460V, 8HP -Cast Iron Construction -3 Phase, 60Hz -Stainless Steel Shaft -Stainless Steel Impeller -32' Cable	10,044.87	10,044.87
		Freight	Estimated Freight	600.00	600.00

We appreciate the opportunity to be of service to you!

TERMS AND CONDITIONS: Terms are net 30 days. Accounts not paid within terms are subject to a 1.5% service charge per month. Prices quoted are valid for 30 days from the date of this quote. Prices do not include any applicable taxes or freight charges. Freight is FOB factory. A convenience fee of 4% will be added to all credit card transactions.

Subtotal	$10,644.87
Sales Tax (8.6%)	$0.00
TOTAL	$10,644.87