Parkville Missouri

# FINANCE COMMITTEE

Monday, January 25, 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: 830 3346 3990; Password: 637845 – 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 January 11, 2021, meeting
   B. Approve an amendment to the 2020 Operating Budget and Fund transfers (Administration)
4. **Non-Action Items**
5. **Unfinished Business (postponed from prior meetings)**
6. **Other Business**
7. **Adjourn**

Posted Date & Time: 1/22/21; 1:20 p.m. By: MM

CITY ADMINISTRATOR

PURCHASING APPROVAL

**City of Parkville**

**Preparation date:** January 13, 2021

**Department: Public Works**

**Low Bidder and Contract Amount:**

Victor L Phillips
4100 Gardner Avenue
Kansas City, MO 64120

$5,608.18

**General Scope of Work Description/Project:**

Backhoe Repair:

The City has a backhoe in its Public Works fleet, it is an older piece of equipment that eventually needs to be replaced. Due to limited funding available in the Transportation Fund, it will likely be a few years until it can be replaced. In the meantime, there will be periodic needs for maintenance.

In December, the Public Works staff started having issues with the backhoe. Staff contacted the City Administrator to get authorization to have the equipment evaluated, knowing that the cost would exceed $2,500. The backhoe was evaluated by Victor L Phillips, who is a local dealer for this type of equipment. They found several items that needed to be repaired for the equipment to function. There were some items that were indicated by the mechanic that needed repairs. Some of those items were not an immediate concern and were postponed due to budget constraints. The cost of this invoice represents those repairs that were of immediate concern.

The total cost of the repair was $5,608.18.

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

Victor L Phillips is a local distributor for the Case backhoe equipment. The City purchased the backhoe from them and continues to utilize them for periodic services.

**Project Start Date:** 12/15/20 **Estimated Completion Date:** 1/13/21

**Budget Account Code:** 40-520.06-21-00

**Authorization:**

☐ City Administrator: Joe Lauria Date: 1/13/21
☐ Department Head: Alysen Abel 1/13/21
☐ Mayor (if applicable):
☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

2020

**Accounts Payable Approval Sheet**
City of Parkville

Name of Vendor: Victor L. Phillips

Vendor ID #: 01538

Description: Backhoe Repair, Tie Rod Ends, Transmission, Seat, Fuel.

Paid by Credit Card ____________

*Check one*

* Issue Check X

| Invoice Number: | Invoice Date: | Budget Line Item: | Project Account: | Amount: |
|---|---|---|---|---|
| SW0008362-1 | 12/22/20 | 40-520-06-21-00 | | 5608.18 |
| | | - | | |
| | | - | | |
| | | - | | |
| | | - | | |
| | | - | | |
| | | - | | |
| | | | Total | 5608.18 |

Employee Purchaser: [signature]

Department Head: Joe Lanear

VLP AN EQUIPMENTSHARE COMPANY

**REMIT: VLP**
**PO Box 219718**
**Kansas City, MO 64121-9718**

| **INVOICE NO** | **INVOICE DATE** |
|---|---|
| **SWO008362-1** | 12-22-2020 |
| **PAYMENT TERMS** NET 30 DAYS | |

VLP
4100 GARDNER AVENUE
KANSAS CITY MO 64120
816-241-9290

| **CUSTOMER NO** |
|---|
| BP0003368 |
| **CUSTOMER PO** |
| **FOR ALAN** |

**SERVICE INVOICE**

| | | |
|---|---|---|
| PARTS | | 1,206.48 |
| LABOR | | 3,472.50 |
| MISC. | | 929.20 |
| SALES TAX | | 0.00 |
| **INVOICE TOTAL** | **(USD)** | **5,608.18** |
| **BALANCE AMOUNT** | | **5,608.18** |

40-520-06-21-00

Backhoe Repair.

TRANSMISSION
Fuel gauge
Seat.
Tie Rod ENDS -
Transporting

AN
EQUIPMENTSHARE
COMPANY

REMIT: VLP
PO Box 219718
Kansas City, MO 64121-9718

| INVOICE NO | INVOICE DATE |
|---|---|
| SWO008362-1 | 12-22-2020 |
| PAYMENT TERMS NET 30 DAYS | |

VLP
4100 GARDNER AVENUE
KANSAS CITY MO 64120
816-241-9290

| CUSTOMER NO |
|---|
| BP0003368 |
| CUSTOMER PO FOR ALAN |

**SERVICE INVOICE**

**INVOICE TO:**
CITY OF PARKVILLE
8880 CLARK AVE
PARKVILLE MO 64152
816-741-0824

**WORK SITE:**
VLP
4100 GARDNER AVENUE
KANSAS CITY MO 64120
816-241-9290

**SALESMAN** :
**CONTACT** : ALAN 913-915-4156
**SERVICE ORDER** : SWO008362
**REF** :

**CASE MODEL:580SN T4A 4W EX S/N:NDC586057 CUST UNIT: UNIT:EQ0010302**
**METER : 3778.1**

**SEGMENT : 1 TRANSMISSION JUST GOES INTO NEUTRAL CUSTOMER SHOP REPAIR**
**SEGMENT TYPE :** Chargeable
CASE MODEL:580SN T4A 4W EX S/N:NDC586057 CUST UNIT: UNIT:EQ0010302
**WORK SITE:** VLP 4100 GARDNER AVENUE KANSAS CITY MO 64120 816-241-9290
**METER :** 3,778.10 **LOCATION :**
**WORK DESCRIPTION:**
Transmission goes into neutral

**CAUSE:**
Intermittent short in FNR/gear selection lever

**CORRECTION:**
Hook up EST and retrieve fault codes. Fault code 4034 (shifter level malfunction) had occurred 3 times, but was inactive. Remove plastic panels around steering column and remove steering wheel in order to access the shift lever and wiring harness. Inspect wiring, connectors, and wire terminals, no defects found. Measure voltage supply to and from the shift lever. Could wiggle the shift lever and get voltage in both forward and neutral circuits at the same time and then the code would become active. Remove and replace the shift lever. Operate machine and verify the repair. Reinstall steering wheel and all panels that had been removed.

| ITEM/LOT ID | DESCRIPTION | QTY | PRICE | CORE | TOTAL |
|---|---|---|---|---|---|
| 84342285 | SWITCH, TOGGLE | 1 | 163.90 | 0.00 | 163.90 |
| | HAULING TO VLP | 1.00 | 314.60 | | 314.60 |
| | HAULING BACK TO PARKVILLE | 1.00 | 314.60 | | 314.60 |
| | SHOP SUPPLIES | 1.00 | 75.00 | | 75.00 |
| LABOR | | | | | 750.00 |

**SEGMENT 1 TOTAL:**

| | | | | |
|---|---|---|---|---|
| 163.90 PARTS | 750.00 LABOR | 704.20 MISC. | 0.00 TAX | 1,618.10 TOTAL |

**SEGMENT : 2 SEAT WONT HOLD AIR CUSTOMER SHOP REPAIR**
**SEGMENT TYPE :** Chargeable
CASE MODEL:580SN T4A 4W EX S/N:NDC586057 CUST UNIT: UNIT:EQ0010302
**WORK SITE:** VLP 4100 GARDNER AVENUE KANSAS CITY MO 64120 816-241-9290
**METER :** 3,778.10 **LOCATION :**

**VLP** AN EQUIPMENTSHARE COMPANY

**REMIT: VLP**
**PO Box 219718**
**Kansas City, MO 64121-9718**

| INVOICE NO | INVOICE DATE |
| --- | --- |
| SWO008362-1 | 12-22-2020 |
| PAYMENT TERMS NET 30 DAYS | |

VLP
4100 GARDNER AVENUE
KANSAS CITY MO 64120
816-241-9290

| CUSTOMER NO |
| --- |
| BP0003368 |
| CUSTOMER PO |
| FOR ALAN |

**SERVICE INVOICE**

**WORK DESCRIPTION:**
Seat won't stay aired up

**CAUSE:**
Air bag and inflate/deflate switch leaking

**CORRECTION:**
Verify complaint, the seat would inflate and deflate just fine, but would leak down and completely deflate within a few minutes. Remove rubber boot around seat pedestal. Air up seat and use soap/water to locate leak. Found air leaking from around the base of the air bag. Remove and disassemble seat. Remove and replace the air bag. Reassemble and install seat. The seat would now stay inflated. Let machine sit overnight and it was deflated the next morning. Locate second leak, found slow air leak around airline fitting in the inflate/deflate switch. Remove switch and upon further inspection noticed it was cracked where the fitting goes into the switch. Replace the switch and air the seat all the way up, then let it sit over the weekend, it stayed completely inflated.

| ITEM/LOT ID | DESCRIPTION | QTY | PRICE | CORE | TOTAL |
| --- | --- | --- | --- | --- | --- |
| 333279A2 | KIT | 1 | 132.00 | 0.00 | 132.00 |
| 87347976 | KIT SERVICE | 1 | 31.90 | 0.00 | 31.90 |
| 87475861 | ROCKER SWITCH | 1 | 108.90 | 0.00 | 108.90 |
| | SHOP SUPPLIES | 1.00 | 92.63 | | 92.63 |
| LABOR | | | | | 926.25 |

**SEGMENT 2 TOTAL:**

**272.80 PARTS** **926.25 LABOR** **92.63 MISC.** **0.00 TAX** **1,291.68 TOTAL**

**SEGMENT : 3 FUEL GAUGE WILL DROP AND SHOW EMPTY CUSTOMER SHOP REPAIR**

**SEGMENT TYPE :** Chargeable

CASE MODEL:580SN T4A 4W EX S/N:NDC586057 CUST UNIT: UNIT:EQ0010302

**WORK SITE:** VLP 4100 GARDNER AVENUE KANSAS CITY MO 64120 816-241-9290

**METER :** 3,778.10 **LOCATION :**

**WORK DESCRIPTION:**
Fuel gauge drops and shows empty

**CAUSE:**
Intermittent open circuit in fuel sender

**CORRECTION:**
Verify complaint, hook up EST and retrieve fault codes. Code 1045 (fuel level sensor open circuit) had occurred 221 times. Inspect wiring from the sender to the instrument panel, check connections at the sender, at the instrument panel, and at the frame to cab connector, inspect all wire terminals, no defects found. Remove fuel tank, remove and replace the fuel sender, and reinstall the fuel tank. Operate machine and verify repair.

| ITEM/LOT ID | DESCRIPTION | QTY | PRICE | CORE | TOTAL |
| --- | --- | --- | --- | --- | --- |
| 84287552 | SENSOR | 1 | 149.60 | 0.00 | 149.60 |
| | SHOP SUPPLIES | 1.00 | 54.00 | | 54.00 |
| LABOR | | | | | 540.00 |

**SEGMENT 3 TOTAL:**

**149.60 PARTS** **540.00 LABOR** **54.00 MISC.** **0.00 TAX** **743.60 TOTAL**

**SEGMENT : 5 REPLACE FAN CLUTCH CUSTOMER SHOP REPAIR**

**SEGMENT TYPE :** Chargeable

CASE MODEL:580SN T4A 4W EX S/N:NDC586057 CUST UNIT: UNIT:EQ0010302

**WORK SITE:** VLP 4100 GARDNER AVENUE KANSAS CITY MO 64120 816-241-9290

**METER :** 3,778.10 **LOCATION :**

**WORK DESCRIPTION:**
Excessive noise and movement from fan clutch

**CAUSE:**
Bearings in fan clutch failed

**CORRECTION:**
Remove ac and fan belt, remove upper radiator hose and all intake hoses. Remove fan and clutch assembly. Remove clutch from the fan and install new clutch. Reinstall the fan/clutch assembly. Reinstall upper radiator hose and intake hoses. Install new ac and fan belts. Top off coolant level. Operate machine and verify repair.

| ITEM/LOT ID | DESCRIPTION | QTY | PRICE | CORE | TOTAL |
|---|---|---|---|---|---|
| 84522331 | BELT, SERPENTINE | 1 | 59.13 | 0.00 | 59.13 |
| 87340008 | DRIVE | 1 | 251.90 | 0.00 | 251.90 |
| 84591722 | BELT | 1 | 18.75 | 0.00 | 18.75 |
| | SHOP SUPPLIES | 1.00 | 54.38 | | 54.38 |
| LABOR | | | | | 543.75 |

**SEGMENT 5 TOTAL:**

| | | | | |
|---|---|---|---|---|
| **329.78 PARTS** | **543.75 LABOR** | **54.38 MISC.** | **0.00 TAX** | **927.91 TOTAL** |

**SEGMENT : 6 REPLACE TIE RODS AND TIE ROD ENDS CUSTOMER SHOP REPAIR**

**SEGMENT TYPE :** Chargeable

CASE MODEL:580SN T4A 4W EX S/N:NDC586057 CUST UNIT: UNIT:EQ0010302

**WORK SITE:** VLP 4100 GARDNER AVENUE KANSAS CITY MO 64120 816-241-9290

**METER :** 3,778.10 **LOCATION :**

**WORK DESCRIPTION:**
Excessive play in tie rods/tie rod ends

**CAUSE:**
Worn tie rods/rod ends

**CORRECTION:**
Put machine up on jack stands and remove front tires/wheels. Heat tie rod ends with torch and disconnect them from the steering knuckles. Remove tie rods from the steering cylinder. Center steering cylinder and install new tie rods. Align steering knuckles with the rear tires, install and adjust the new tie rod ends. Reinstall front tires/wheels and torque lug nuts. Clean work area and fill out paperwork.

| ITEM/LOT ID | DESCRIPTION | QTY | PRICE | CORE | TOTAL |
|---|---|---|---|---|---|
| 84264409 | TIE-ROD STEERING | 2 | 145.20 | 0.00 | 290.40 |
| | SHOP SUPPLIES | 1.00 | 23.99 | | 23.99 |
| LABOR | | | | | 712.50 |

**SEGMENT 6 TOTAL:**

| | | | | |
|---|---|---|---|---|
| **290.40 PARTS** | **712.50 LABOR** | **23.99 MISC.** | **0.00 TAX** | **1,026.89 TOTAL** |

# CITY ADMINISTRATOR

# PURCHASING APPROVAL

**City of Parkville** **Preparation date:** January 14, 2021

**Department: Public Works**

**Low Bidder and Contract Amount:**

Brenntag Mid-South, Inc.
5200 Stillwell Avenue
Kansas City, MO 64120

Not to exceed $9,880

**General Scope of Work Description/Project**:

Purchase Order – Riss Lake Odor Control:

The City of Parkville contracts with Brenntag for the odor control chemical to counteract the gaseous buildup at the junction of the forcemain and gravity sewer lines.

During the transition of sewer staff, it was discovered that the tank was empty and needed to be filled. Staff worked directly with Brenntag to get a shipment of chemical. The tank holds up to 4,000 gallons. The unit price for the chemical was quoted at $2.47 per gallon, which is $0.01 lower than last year's price structure. This shipment will help get us through until the Board of Aldermen can approve the purchase order for the odor control chemical for the entire year.

The total anticipated cost for this purchase order will not exceed $9,880.

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

Brenntag is a sole source provider of the Robin 4000 odor control chemical for this region. Through our contract with Alliance Water Resources, we have the ability to use their bulk rate discount, which is less than regular quotes.

**Project Start Date**: 1/14/21 **Estimated Completion Date:** 2/1/21

**Budget Account Code:** 30-501.07-91-00

**Authorization:**

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

CITY ADMINISTRATOR

PURCHASING APPROVAL

**City of Parkville**

**Preparation date:** January 21, 2021

**Department: Public Works**

**Low Bidder and Contract Amount:**

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

$9,760

**General Scope of Work Description/Project**:

Work Authorization – TRIM Grant:

The City of Parkville has an on-call contract with Urban Tree for tree trimming services for both emergency and non-emergency issues. Each year, the City applied for and receives grant funding from the Missouri Department of Conservation through the TRIM grant. Based on the existing tree inventory and visual inspection of the park, parks staff and the on-call certified arborist identify hazardous tree that need to be trimmed or removed. The City received notice of award in late fall for the TRIM grant.

It was determined to wait until January to perform the work, due to weather and budget capacity. There is funding available in the 2021 Parks maintenance budget to cover the cost of the tree removal.

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

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

**Project Start Date**: 1/20/21

**Estimated Completion Date:** 2/20/21

**Budget Account Code:** 10-525.07-52-00

**Authorization:**

- ☐ City Administrator: ______________________ Date: ______________
- ☐ Department Head: Alyson Makel 01/21/21
- ☐ Mayor (if applicable): ______________________ ______________
- ☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

Parkville Missouri

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

# Work Authorization #29-2021

| | |
|---|---|
| **Date:** | **January 19, 2021** |
| **Issued to:** | **Urban Tree Specialists**<br>**P.O Box 901422**<br>**KCMO 64190** |

**Project/Work Description:** Hazardous Tree Removal – TRIM Grant Tree Removals

Title:

- See attached Proposal

**Total** **$9,760.00**

**Note: All work to be performed on a time and material basis as outlined in the contract dated 8/7/18**

**Schedule and Price**

| | |
|---|---|
| Project Start Date: | 1/20/2021 |
| Estimated Completion Date: | 2/20/2021 |
| Latest Acceptable Date: | 2/20/2021 |
| Estimated Cost: | $9.760.00 |
| Expenditure Limit: | $9,760.00 |
| Budget Account Code: | 10-525.07-52-00 |

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

Name/Title: Bret Cleveland - Owner - Member Signature:

Company: **Urban Tree Specialists** Date: 1/20/21

**Authorization**
Department Head: Alysen M Abel Date: 01/21/21

Alysen Abel, Public Works Director

City Administrator (if over $2,500): Date:

Joe Parente, City Administrator

Mayor (if over $10,000): Date:

Nan Johnston, Mayor

Urban TREE Specialists
Rooted in a Greener Future

| | |
|---|---|
| | **Proposal Date:** 5/19/2020 |
| Parkville Parks and Recreation | **Work Site:** English Landing Park, Parkville, MO 64152 |
| Tom Barnard | |
| 8880 Clark Ave | **Proposed By:** Bret Cleveland |
| Parkville, MO 64152 | **Ad Source:** City License |
| | **Work:** 816-587-2593 |
| | **Mobile:** 816-215-4047 |

| Qty | Plant | Location | | Cost |
|---|---|---|---|---|
| 1 | Cottonwood | | Tree # 5214 over McAfee by teatherball ct. -- Remove deadwood 4 inch and greater | $250.00 |
| 1 | Maple (Silver) | | Tree # 5273 over McAfee by teatherball ct. -- Remove large dead limb | $50.00 |
| 1 | Maple (Silver) | | Tree # 5272 -- Remove to ground level and remove all debris | $300.00 |
| 1 | Maple (Silver) | | Tree # 5271 -- Remove large lower dead limb and crown raise to approx 20 ft | $50.00 |
| 1 | Cottonwood | | Tree # 5277 by McAfee/Busch intersection -- Remove deadwood 2 inch and greater | $800.00 |
| 1 | Cottonwood | | Tree # 5282 by Busch Dr before playground -- Remove deadwood and broken limbs 3-4 inch and greater | $275.00 |
| 1 | Cottonwood | | Tree # 5281 by Busch Dr -- Remove deadwood 4 inch and greater | $75.00 |
| 1 | Maple (Silver) | | Tree # 5286 3 stem by playground -- Remove approx 6 inch dead limb | $150.00 |
| 1 | Cottonwood | | Tree # 5291 by playground -- Remove deadwood 4-6 inch and greater | $350.00 |
| 1 | Maple (Silver) | | Tree # 5292 by playground -- Remove to ground level and remove all debris | $1,100.00 |
| 1 | Cottonwood | | Tree # 5352 1/2 dead front limb -- Remove large dead section | $265.00 |
| 1 | Cottonwood | | Tree # 5372 -- Remove large north dead limb | $75.00 |
| 1 | Cottonwood | | Tree # 5452 by Emery bench -- Remove dead/broken limbs 4" inch and greater - Crown raise to approx 20 ft | $250.00 |
| 1 | Cottonwood | | Tree # 5484 -- Remove dead limb toward above tree | $50.00 |
| 1 | Maple (Silver) | | Tree # 5605 severely declining along east end of riverbank -- Remove to ground level and remove all debris | $650.00 |
| 1 | Cottonwood | | Tree # 5612 Remove deadwood 2 inch and greater | $300.00 |
| 1 | Sycamore | | Tree # 5644 on east end past wooden bridge -- Crown raise to approx 20 ft | $150.00 |
| 1 | Sycamore | | Tree # 5645 -- Remove hanger and Crown raise to approx 20 ft | $50.00 |
| 1 | Elm (Siberian) | | Tree # 5721 at far east round-a-bout -- Remove deadwood 2 inch and greater | $135.00 |

Urban TREE Specialists
Rooted in a Greener Future

| | | | |
|---|---|---|---|
| 1 | Elm (Siberian) | Tree # 5715 at east round-a-bout -- Remove to ground level and remove all debris | $135.00 |
| 1 | Maple (Silver) | Tree # 5501 - 4 stem tree near Ketelson bench -- Remove to ground level and remove all debris | $1,500.00 |
| 1 | Cottonwood | Tree # 5246 south of volleyball court -- Remove large broken limb | $150.00 |
| 1 | Maple (Silver) | Tree # 5259 3 stem near volleyball court -- Remove entire center stem to live growth | $900.00 |
| 1 | Elm (Siberian) | Platte Landing Park -- No tag by Friends Shelter/Grigsby Field -- Remove to ground level and remove all debris | $850.00 |
| 1 | Cottonwood | Platte Landing Park -- XL tree - No tag by Friends Shelter -- Remove broken and dead limbs 3 inch and greater - Weight reduction as recommended | $900.00 |

| | |
|---|---|
| **Subtotal:** | **$9,760.00** |
| **Tax:** | **$0.00** |
| **Total:** | **$9,760.00** |

## MAINTENANCE AND REPAIR SERVICES

## TERMS AND CONDITIONS

1. The term “Contractor” when used herein means the entity that executes a work authorization to perform maintenance and/or repair work for the City of Parkville. Contractor represents it has all necessary skills, personnel, financial capacity, licenses, permits, knowledge, and certifications required to perform the services described in the Work Authorization.
2. Contractor shall submit its invoice to the City at the completion of the project and Waiver and Release of Claims on the form attached hereto as Exhibit “A”. 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.
3. 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.
4. Neither the City nor the Contractor shall be in default of the Terms and Conditions for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.
5. The City reserves the right to issue Changes, both additive and deductive, to the work authorization 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 time or 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 an amended work authorization which is agreed to by the parties, or the City directs the Contractor to proceed.
6. 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 Maintenance 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. 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.

7. If the amount of the work authorization is in excess of $5,000, the Contractor is required to verify the employment eligibility status of employees through the E-verify federal program administered by the Department of Homeland Security, U.S. Citizenship and Immigration Services. Contractor shall indemnify, defend and hold harmless the City of Parkville against any expense incurred including imposition of fines which results from violation of such laws. Contractor affirmatively states that it is not knowingly in violation of R.S.Mo. 285.530.1 and shall not henceforth be in such violation. Contractor further agrees to execute a sworn affidavit (on a form to be provided by the City) under the penalty of perjury attesting to the fact that the direct Contractor's employees are lawfully present in the United States.

8. The Contractor shall secure and maintain, at its expense, through the duration of the authorized work, Commercial General Liability Insurance on an occurrence basis with minimum limits of $1,000,000 per occurrence and $1,000,000 aggregate coverage. Contractor 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.

   Contractor 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. Contractor 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 Cancelation Endorsement and Additional Insured Endorsement must be furnished to the Owner prior to commencement of any services on City property.

9. 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.

10. None of the work or services covered by the work authorization shall be subcontracted without the prior written approval of the City.

11. The Contractor warrants to the City that materials and equipment furnished under the work authorization will be of good quality and new unless the work authorization permits otherwise. The Contractor further warrants that the work will be free from defects. All manufacturers' warranties shall be assignable to the City. 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 City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor's warranty shall not be construed to replace, change

or otherwise limit any statutory or common law warranty rights of the City. Contractor to provide manufacturer's warranty for materials and/or equipment furnished and installed by Contractor.

12. Contractor represents that it is an independent contractor and that no personnel performing any of the services shall be employees of or have any contractual relationship with the City.
13. The Contractor shall promptly correct work rejected by the City or failing to conform to the Terms and Conditions. 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.
14. The City reserves the right and may elect to terminate the work authorization at any time, with or without cause, by giving at least three (3) days written notice to the Contractor. The City shall compensate Contractor for the 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.
15. These Terms and Conditions shall be governed and construed in accordance with the laws of the State of Missouri.
16. 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.
17. 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 the work authorization.
18. During the performance of this Agreement, Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex.
19. 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, with the work authorization, and the Contractor shall take appropriate steps to assure compliance.
20. If any part, term or provision of the Terms and Conditions is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
21. The failure of either party to require performance of the work authorization 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.
22. 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 the work authorization.
23. Contractor must submit the attached Conditional Final Waiver of Lien and Release of Claims with final invoice/request for payment.
24. Tax-Exempt Status. The City is a tax-exempt entity and no sales tax shall be charged. If Contractor needs further documentation to furnish to vendors, the City shall reasonably accommodate such requests.

**EXHIBIT A**

**CONDITIONAL FINAL WAIVER AND RELEASE OF CLAIMS**

To: the City of Parkville, Missouri, the Owner of the real estate (the "Property") identified below, any Lender(s) having any loans secured by the Property, the Applicant's Contractor (if not the General Contractor) and other parties, if any, having any interest in (hereinafter collectively the "Beneficiaries").

The "Property":______________________________________________________________

Description of the "Project": _________________________________________________________

The undersigned hereby applies for payment, certifies and waives bond rights, and all other claims.

Payment Request Amount: $______________________________

Certificate

The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of the amount stated above, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The amount requested for labor performed and equipment and material supplied on this Project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto concerning work to be performed on the Property (hereinafter the "Contract").

2. Payment in full has been made, or with the funds requested hereby will be made, by the undersigned (a) to all of the undersigned's subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that it owes no monies or other things of value to any subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, and that the payments that have been or will be made out of this final payment to such persons or firms will fully and completely compensate them for all work in connection with the Project.

3. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Fringe Benefits owed pursuant to collective bargaining agreements, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the contract.

4. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for

which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Final Waiver and Release of Claims

NOW, THEREFORE, the undersigned, contingent upon the issuance, final clearance and payment of $_____________, which the undersigned irrevocably and unconditionally releases and waives any claims of any kind whatsoever in connection with this Contract and with the Property. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any lien, bond, claims or suits in connection with the materials, labor, and everything else in connection with this Contract.

Dated ___________, 20__.

CONTRACTOR: __________________________________________

By:____________________________________________________

Name: ________________________Title: ___________________

State of ____________________)

County of ___________________)

On this ____________ day of ____________________, 20_____, before me, the undersigned, personally appeared _______________________________________________, ________________ of _________________________________, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

_________________________________

NOTARY SEAL

Notary Public in and for said County and State

CITY ADMINISTRATOR

PURCHASING APPROVAL

**City of Parkville**

**Preparation date:** January 21, 2021

**Department: Public Works**

**Low Bidder and Contract Amount:**

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

$5,000

**General Scope of Work Description/Project**:

Work Authorization – Hazardous Tree Removal:

The City of Parkville has an on-call contract with Urban Tree for tree trimming services for both emergency and non-emergency issues. There is a hazardous tree adjacent to the trail that needs to be removed. Staff contacted Urban Tree so that their certified arborist could inspect the tree. Their recommendation is to remove the tree.

It was determined to wait until January to perform the work, due to weather and budget capacity. There is funding available in the 2021 Parks maintenance budget to cover the cost of the tree removal.

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

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

**Project Start Date**: 1/20/21

**Estimated Completion Date:** 2/20/21

**Budget Account Code:** 10-525.07-52-00

**Authorization:**

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

Parkville
Missouri

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

# Work Authorization #28-2021

**Date:** **January 19, 2021**
**Issued to:** **Urban Tree Specialists**
**P.O Box 901422**
**KCMO 64190**

**Project/Work Description:** Hazardous Tree Removal – Along North Side Approx. 150 ft. from trail
Title:

- See attached Proposal

**Total** **$5,000.00**

**Note: All work to be performed on a time and material basis as outlined in the contract dated 8/7/18**

**Schedule and Price**

| | |
|---|---|
| Project Start Date: | 1/20/2021 |
| Estimated Completion Date: | 2/20/2021 |
| Latest Acceptable Date: | 2/20/2021 |
| Estimated Cost: | $5,000.00 |
| Expenditure Limit: | $5,000.00 |
| Budget Account Code: | 10-525.07-52-00 |

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

Name/Title: Bret Cleveland - Owner - Member Signature:
Company: **Urban Tree Specialists** Date: 1-20-21
**Authorization**
Department Head: Alysen Abel Date: 01/21/21
Alysen Abel, Public Works Director

City Administrator (if over $2,500): Date:
Joe Parente, City Administrator
Mayor (if over $10,000): Date:
Nan Johnston, Mayor

Urban TREE Specialists
Rooted in a Greener Future

| | |
|---|---|
| **Proposal Date:** | 9/21/2020 |
| **Work Site:** | 8880 Clark Ave<br>Parkville, MO 64152 |
| **Proposed By:** | Bret Cleveland |
| **Ad Source:** | City License |
| **Work:** | 816-587-2593 |
| **Mobile:** | 816-215-4047 |

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

| Qty | Plant | Location | | Cost |
|---|---|---|---|---|
| 1 | Cottonwood | | XXL split tree (#5424) along north side approx 150 ft from trail — Remove to ground level and remove all debris | $5,000.00 |
| | | | **Subtotal:** | **$5,000.00** |
| | | | **Tax:** | **$0.00** |
| | | | **Total:** | **$5,000.00** |

## MAINTENANCE AND REPAIR SERVICES

## TERMS AND CONDITIONS

1. The term “Contractor” when used herein means the entity that executes a work authorization to perform maintenance and/or repair work for the City of Parkville. Contractor represents it has all necessary skills, personnel, financial capacity, licenses, permits, knowledge, and certifications required to perform the services described in the Work Authorization.
2. Contractor shall submit its invoice to the City at the completion of the project and Waiver and Release of Claims on the form attached hereto as Exhibit “A”. 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.
3. 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.
4. Neither the City nor the Contractor shall be in default of the Terms and Conditions for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.
5. The City reserves the right to issue Changes, both additive and deductive, to the work authorization 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 time or 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 an amended work authorization which is agreed to by the parties, or the City directs the Contractor to proceed.
6. 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 Maintenance 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. 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.

7. If the amount of the work authorization is in excess of $5,000, the Contractor is required to verify the employment eligibility status of employees through the E-verify federal program administered by the Department of Homeland Security, U.S. Citizenship and Immigration Services. Contractor shall indemnify, defend and hold harmless the City of Parkville against any expense incurred including imposition of fines which results from violation of such laws. Contractor affirmatively states that it is not knowingly in violation of R.S.Mo. 285.530.1 and shall not henceforth be in such violation. Contractor further agrees to execute a sworn affidavit (on a form to be provided by the City) under the penalty of perjury attesting to the fact that the direct Contractor's employees are lawfully present in the United States.

8. The Contractor shall secure and maintain, at its expense, through the duration of the authorized work, Commercial General Liability Insurance on an occurrence basis with minimum limits of $1,000,000 per occurrence and $1,000,000 aggregate coverage. Contractor 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.

   Contractor 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. Contractor 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 Cancelation Endorsement and Additional Insured Endorsement must be furnished to the Owner prior to commencement of any services on City property.

9. 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.

10. None of the work or services covered by the work authorization shall be subcontracted without the prior written approval of the City.

11. The Contractor warrants to the City that materials and equipment furnished under the work authorization will be of good quality and new unless the work authorization permits otherwise. The Contractor further warrants that the work will be free from defects. All manufacturers' warranties shall be assignable to the City. 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 City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor's warranty shall not be construed to replace, change

or otherwise limit any statutory or common law warranty rights of the City. Contractor to provide manufacturer's warranty for materials and/or equipment furnished and installed by Contractor.

12. Contractor represents that it is an independent contractor and that no personnel performing any of the services shall be employees of or have any contractual relationship with the City.
13. The Contractor shall promptly correct work rejected by the City or failing to conform to the Terms and Conditions. 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.
14. The City reserves the right and may elect to terminate the work authorization at any time, with or without cause, by giving at least three (3) days written notice to the Contractor. The City shall compensate Contractor for the 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.
15. These Terms and Conditions shall be governed and construed in accordance with the laws of the State of Missouri.
16. 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.
17. 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 the work authorization.
18. During the performance of this Agreement, Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex.
19. 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, with the work authorization, and the Contractor shall take appropriate steps to assure compliance.
20. If any part, term or provision of the Terms and Conditions is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
21. The failure of either party to require performance of the work authorization 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.
22. 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 the work authorization.
23. Contractor must submit the attached Conditional Final Waiver of Lien and Release of Claims with final invoice/request for payment.
24. Tax-Exempt Status. The City is a tax-exempt entity and no sales tax shall be charged. If Contractor needs further documentation to furnish to vendors, the City shall reasonably accommodate such requests.

## EXHIBIT A

## CONDITIONAL FINAL WAIVER AND RELEASE OF CLAIMS

To: the City of Parkville, Missouri, the Owner of the real estate (the "Property") identified below, any Lender(s) having any loans secured by the Property, the Applicant's Contractor (if not the General Contractor) and other parties, if any, having any interest in (hereinafter collectively the "Beneficiaries").

The "Property":____________________________________________________________

Description of the "Project": ____________________________________________________________

The undersigned hereby applies for payment, certifies and waives bond rights, and all other claims.

Payment Request Amount: $____________________________

Certificate

The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of the amount stated above, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The amount requested for labor performed and equipment and material supplied on this Project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto concerning work to be performed on the Property (hereinafter the "Contract").

2. Payment in full has been made, or with the funds requested hereby will be made, by the undersigned (a) to all of the undersigned's subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that it owes no monies or other things of value to any subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, and that the payments that have been or will be made out of this final payment to such persons or firms will fully and completely compensate them for all work in connection with the Project.

3. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Fringe Benefits owed pursuant to collective bargaining agreements, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the contract.

4. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for

which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Final Waiver and Release of Claims

NOW, THEREFORE, the undersigned, contingent upon the issuance, final clearance and payment of $_____________, which the undersigned irrevocably and unconditionally releases and waives any claims of any kind whatsoever in connection with this Contract and with the Property. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any lien, bond, claims or suits in connection with the materials, labor, and everything else in connection with this Contract.

Dated ___________, 20__.     CONTRACTOR: ________________________________________

By:__________________________________________________

Name: _______________________Title: __________________

State of ____________________)

County of ___________________)

On this ____________ day of ____________________, 20_____, before me, the undersigned, personally appeared _______________________________________________, ________________ of _________________________________, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

_________________________________     NOTARY SEAL

Notary Public in and for said County and State

CITY ADMINISTRATOR

PURCHASING APPROVAL

**City of Parkville** **Preparation date:** January 22, 2021

**Department: Public Works**

**Low Bidder and Contract Amount:**

Renaissance Infrastructure Consulting
5015 NW Canal St, Suite 100
Riverside, MO 64150

$5,900

**General Scope of Work Description/Project**:

Work Authorization – Pocket Park Frontage (WA-1):

On October 20, 2020, the Board of Aldermen approved an on-call professional services agreement with Renaissance Infrastructure Consulting (RIC). With the on-call contracts, staff can utilize the services of professional engineers and architects as project needs arise.

The Pocket Park Master Plan was approved by the Board of Aldermen on December 15th. Since that time, there has been a desire of the Board to make safety improvements to the frontage of Pocket Park. Staff requested a scope and fee from RIC to design two concepts for the frontage of Pocket Park. Both concepts will include bollards. One of the concepts will show the existing curbline, while the other will include a 6-foot bump-out.

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

On October 20, 2020, the Board of Aldermen approved an on-call professional services agreement with Renaissance Infrastructure Consulting.

**Project Start Date**: 1/22/21 **Estimated Completion Date:** 2/21221

**Budget Account Code:** 41-550.08-03-00

**Authorization:**

- ☐ City Administrator: ________ Date: ________
- ☐ Department Head: Alysen M Abel 01/22/21
- ☐ Mayor (if applicable): ________
- ☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

WA # 1-20

Work Authorization

City of Parkville
Department of Public Works

Preparation date: 01/22/21

To: Renaissance Infrastructure Consulting
5015 NW Canal Street, Suite 100
Riverside, MO 64150
816-800-0950

**General Scope of Work Description/Project:**
City of Parkville – Pocket Park Bump-out

Provide engineering plans and details for bidding for the frontage of Pocket Park:

- The consultant will prepare two alternative plans for bidding
  - Alternative 1 – Bollards along the existing back of curb, and installation of ADA ramp
  - Alternative 2 – 6-foot bump-out with bollards, drainage, and installation of ADA ramp
- The City will prepare front-end documents
- In the amount of $5,900

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

Estimated Total: $5,900

**Project Start Date:** 01/22/21 **Estimated Completion Date:** 02/22/21

**Budget Account Code:** 41-550.08-03-00

**Schedule:**

**Authorization:** [signature] **Signature:** 1/22/2021

☐City Administrator: Date:
☐Department Head: Alyson Makel 01/22/21
☐Mayor:

CITY ADMINISTRATOR

PURCHASING APPROVAL

**City of Parkville**

**Preparation date:** January 22, 2021

**Department: Public Works**

**Low Bidder and Contract Amount:**

Renaissance Infrastructure Consulting
5015 NW Canal St, Suite 100
Riverside, MO 64150

$9,420

**General Scope of Work Description/Project**:

Work Authorization – Pocket Park Stairs/Statue (WA-2):

On October 20, 2020, the Board of Aldermen approved an on-call professional services agreement with Renaissance Infrastructure Consulting (RIC). With the on-call contracts, staff can utilize the services of professional engineers and architects as project needs arise.

The Pocket Park Master Plan was approved by the Board of Aldermen on December 15th. Since that time, there has been a desire of the Board to make upgrades to the existing stairs located on the south side of Pocket Park, as well as relocating the Bill Grigsby statue to the upper terrace of Pocket Park. Staff requested a scope and fee from RIC to design the stairs and foundation of the statue.

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

On October 20, 2020, the Board of Aldermen approved an on-call professional services agreement with Renaissance Infrastructure Consulting.

**Project Start Date**: 1/22/21

**Estimated Completion Date:** 3/12/21

**Budget Account Code:** 41-550.08-03-00

**Authorization:**

- ☐ City Administrator: ____________________ Date: ____________
- ☐ Department Head: Alysen Makel ____________________ 01/22/21
- ☐ Mayor (if applicable): ____________________ ____________
- ☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

WA # 2-20

Parkville Missouri

# Work Authorization

**City of Parkville**
**Department of Public Works**

**Preparation date:** 01/22/21

**To:**
Renaissance Infrastructure Consulting
5015 NW Canal Street, Suite 100
Riverside, MO 64150
816-800-0950

**General Scope of Work Description/Project**:
City of Parkville – Pocket Park Stairs / Statue

Provide engineering plans and details for bidding for the Phase 1 improvements in Pocket Park:

- <u>The consultant will prepare plans for bidding to include the following modifications to Pocket Park:</u>
    - Replace stairs on the south side of Pocket Park, tying into existing and future elements of the park
    - Incorporate drainage under stairs for existing and future connections
    - Grade area for Grigsby statue behind the existing upper deck
    - Prepare two foundation plans for transport of statue foundation, to address issues during transport
    - Restoration of area left by removal of statue.
- <u>The City will prepare front-end documents</u>
- <u>In the amount of $9,420</u>

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

Estimated Total: <u>$9,420</u>

**Project Start Date**: 01/22/21 **Estimated Completion Date:** 03/12/21

**Budget Account Code:** 41-550.08-03-00

**Schedule:**

**Authorization:** ______________________ **Signature:** 1/22/2021

☐City Administrator: **Date:**
☐Department Head:
☐Mayor: Alysen Makel 01/22/21

**Finance Committee Meeting**
Monday, January 11, 2021 3:30 PM
Administration Conference Room, City Hall

**Minutes**

1. **Call to Order**

   Chair Sportsman called the meeting to order at 3:31 p.m. A quorum was present via videoconference.

   **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, Assistant to the City Administrator Anna Mitchell, Public Works Project Manager Chris Ashley and City Clerk Melissa McChesney

   **Others Present:** Tom Kaleko, Baker Tilly Financial Advisors; and Rick McConnell, Armstrong Teasdale

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 for the December 7, 2020, meeting**

   **Dave Rittman moved to approve the minutes for the December 7, 2020, meeting. Tina Welch seconded; motion passed 5-0.**

   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**

   City Administrator Joe Parente stated that the resolution was to finance the second phase of Route 9 improvements. Staff was working with Baker Tilly Financial Advisors to time the issuance with the award of the construction agreement for the improvements. The first step was to approve a resolution to go to market to fill the financing gap that was estimated at $1.8 million. If the 9 Highway Corridor Community Improvement District sales tax revenue was not enough to support the debt, the City would be responsible for the difference.

   Tom Kaleko, Baker Tilly Financial Advisors, presented an overview of the process; presentation attached as Exhibit A.

   Parente noted that a sale was anticipated in March and it would take approximately 45 days from when the construction was bid before the Board would consider approving an agreement.

**Rittman moved 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. Welch seconded; motion passed 5-0.**

C. **<u>Approve a purchase order with FTC Equipment for a mixer at the wastewater treatment plant</u>**

Public Works Director Alysen Abel said that the wastewater treatment plant had a mixer that needed to be replaced. The cost of the mixer was within budget.

**Rittman moved 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. Welch seconded; motion passed 5-0.**

**4. Non-Action Items**

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

**6. Other Business**

Public Works Director Alysen Abel provided an update on Pocket Park, noting that staff received proposals for the design of the four improvements requested by the Board of Aldermen at its January 5 meeting. The improvements would be split into two phases and the first phase would include the safety improvements. The second phase would include replacement of the stairs and the second level decking and moving the Grigsby statue. She noted that a proposal was within the city administrator's approval authority and included the design, survey and utility information that would be used to prepare the bid documents for the construction of the improvements.

The consensus of the Committee was for staff to prepare a policy report summarizing the status of the improvements to Pocket Park to present to the Board of Aldermen at the January 19 meeting.

**7. Adjourn**

Chair Sportsman adjourned the meeting at 5:21 p.m.

Submitted by:

____________________ ________________

Melissa McChesney Approval Date
City Clerk

**ITEM 3.B.**

***For 1/25/2021***

***Board of Aldermen - Finance Committee Meeting***

# CITY OF PARKVILLE
## Policy Report

Date: January 22, 2021

Prepared By:
Matthew Chapman, Finance/HR Director

Reviewed By:
Joe Parente, City Administrator

ISSUE:
Approve an amendment to the 2020 Operating Budget and Fund transfers (Administration)

BACKGROUND:
On December 17, 2019, the Board of Aldermen adopted Ordinance No. 3017 adopting the 2020 Operating Budget and 2021-2025 Capital Improvement Program (CIP). As part of the closeout of the fiscal year, staff has identified certain budget amendments and fund transfers that are necessary. The amendments are needed to balance final year-end budgets and transfers to account for budget expenditures in certain special revenue budgets.

The budget amendments and transfers are mostly attributed to unexpected expenses incurred during the year, but were not anticipated when the original budget was approved. A brief explanation of each budget amendment and transfer is provided below.

Budget Amendments:

**General Fund Public Information Budget**: Increase Budget from $22,210 to $23,733, an increase of $2,523. The increase is attributed to higher costs associated with the city's newsletter. In 2020, increased printing costs were incurred to add color to the newsletter and for the increase in the number of publications from three to four.

**General Fund Information Technology Budget:** Increase Budget from $58,352 to $67,036, an increase of $8,684. The increase is mostly attributed to higher costs for IT consulting services associated with the number and volume of Sunshine Records requests and for remote work software licenses associated with COVID-19.

**Parks Donation Fund Budget:** Increase Budget from $5,000 to $22,718, an increase of $17,718. The increase is associated with unbudgeted expenses for improvements from the Royals/Price Chopper grant. The grant was posted during 2019, but mostly spent in 2020.

**Transportation Budget:** Increase Budget from $1,232,140 to $1,299,085, an increase of $66,945. The increase is attributed to higher costs than budgeted for the street overlay program, emergency storm water repairs, and an emergency equipment repair. Some of the unanticipated expenses that caused the budget to be exceeded include: backhoe repair $5,608; N. National Storm Sewer Repair, $11,667; 60th Street Storm Sewer Repair $ 40,551; and Pinecrest Curb Repair $13,954.

**Route 9 Lease Purchase Debt Budget:** Increase Budget from $346,879 to $373,371, an increase of $26,492. The increase is attributed to the payment of financing issuance costs associated with the extension of the 2017 Grant Anticipation loan for the Route 9 project.

**Brush Creek NID Debt Budget:** Increase Budget from $396,288 to $414,463, an increase of $18,175. The increase is attributed to the payment of financing issuance costs associated with the 2020 Refunding and re-issuance of the Brush Creek NID Financing.

**Brink Meyer Road NID Debt Budget:** Increase Budget from $289,613 to $306,585, an increase of $16,972. The increase is attributed to the payment of financing issuance costs associated with the 2020 Refunding and re-issuance of the Brink Meyer Road NID Financing.

Fund Transfers:

General Fund Transfer of $46,796 to the Projects Fund for the Melody Lane Storm Sewer project. The increase is attributed to the final cost reconciliation for the project, which included a $50,061 County Outreach Grant and a final project cost of $96,857.

General Fund Transfer of $205,779 to the Transportation Fund. The Fund began the year with a negative fund balance of $46,301. The final 2019 expenses and revenues resulted in the negative balance. The Transportation Fund is presently making debt payments toward the 2017 street program and does not maintain the minimum three month operating expense balance that helps avoid year end overages. In addition, as noted above, the 2020 Budget was exceeded by $66,945, mostly due to emergency repairs. Lastly, Transportation Fund revenues were $92,533 below projections. Sales tax collections from the City's transportation sales tax and the county transportation sales tax, and motor fuel taxes, were impacted by COVID-19, resulting in less revenue in the Transportation Fund than projected. Collectively, these are the reasons for the Fund Transfer.

Parks Sales Tax Transfer of $50,523 into the Projects Fund. The Projects Budget incurred the cost of the BNSF License Fee for the Missouri Riverfront Trail Connection. The transfer is needed to shore up the Projects Fund Balance.

BUDGET IMPACT:
This budget amendment will increase the 2020 Budget by $157,509. Fund transfers are $252,575 from the General Fund, and $50,523 from the Parks Sales Tax Fund.

ALTERNATIVES:

1. Approve an ordinance to amend the 2020 Operating Budget, as outlined by staff.
2. Approve an ordinance to amend the 2020 Operating Budget with changes directed by the Finance Committee.
3. Do not amend the budget and provide alternative direction to staff.
4. Postpone the item.

STAFF RECOMMENDATION:
Staff recommends that the Finance Committee approve an ordinance to amend the 2020 Operating

Budget and fund transfers.

POLICY:
Because the annual budget was adopted by ordinance, an ordinance is required to amend or repeal it.

SUGGESTED MOTION:
I move to recommend to the Board of Aldermen adopt an ordinance amending the 2020 Operating Budget and fund transfers.

ATTACHMENTS:
1. Ordinance

BILL NO. ____ ORDINANCE NO. ____

**AN ORDINANCE AMENDING ORDINANCE NO. 3017 TO AMEND THE OPERATING BUDGET AND FUND TRANSFERS FOR THE PERIOD FROM JANUARY 1 THROUGH DECEMBER 31, 2020, AND THE CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2020 THROUGH 2025 FOR THE CITY OF PARKVILLE, MISSOURI**

WHEREAS, on December 18, 2018, the Board of Aldermen of the City of Parkville adopted Ordinance No. 2977 to adopt the 2020 Operating Budget and 2020 – 2025 Capital Improvement Program (CIP) for the 2020 fiscal year; and

WHEREAS, new financial information made available during the fiscal year necessitates an amendment to the 2020 Operating Budget and 2020 – 2025 CIP to implement new priorities for city services.

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

Section 1. The Board of Aldermen does hereby amend Ordinance No. 3017 that adopted the 2020 Operating Budget and 2020 – 2025 CIP for fiscal year 2020.

Section 2. The Board of Aldermen does hereby approve and adopt Budget Amendment No. 1 for the 2020 fiscal year, attached hereto and incorporated herein by reference as Exhibit A, implementing changes to the budgets for the General Fund, Transportation Fund, Projects Fund and Debt Service Fund and to make certain fund transfers.

Section 2. This ordinance shall become effective upon passage.

PASSED and APPROVED this 2nd day of February 2021.

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Mayor Nanette K. Johnston

ATTESTED:

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City Clerk Melissa McChesney

# Exhibit A

**FY 2020 Budget Amendment No. 1**

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General Fund Information Technology Budget:  Increase Budget from $58,352 to $67,036, an increase of $8,684.

Parks Donation Fund Budget:  Increase the Budget from $5,000 to $22,718, an increase of $17,718.

Transportation Budget:  Increase the budget from $1,232,140 to $1,299,085, an increase of $66,945.

Route 9 Lease Purchase Debt Budget.  Increase the budget from $346,879 to $373,371, an increase of $26,492.

Brush Creek NID Debt Budget.  Increase the budget from $396,288 to $414,463, an increase of $18,175.

Brink Meyer Road NID Debt Budget.  Increase the budget from $289,613 to $306,585, an increase of $16,972.

Fund Transfers:

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