



BOARD OF ALDERMEN
AMENDED Regular Meeting Agenda
CITY OF PARKVILLE, MISSOURI
Tuesday, March 2, 2021 7:00 PM
City Hall Board Room

Note: Item 4F was added to the action agenda.

In light of public health orders 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 Board of Aldermen will meet via telephone or video conference. Members of the public interested in this meeting are encouraged to join the meeting via the following -
<https://us02web.zoom.us/j/87382117376?pwd=dG1aQk16b3ZIVEFVUnNlSjJQRnl0UT09> or call (312) 626-6799 , Webinar ID: 873 8211 7376, Passcode: 340363 - rather than appear at City Hall (note: occupancy will be limited).

In addition, rather than appearing at City Hall to provide input at the meeting on action agenda items, members of the public may submit written testimony to the City Clerk in advance by noon on the day of the meeting and the testimony will be to be provided to the Mayor and Board of Aldermen and presented at the meeting and made part of the official record.

Next numbers: Bill No. 3115 / Ord. No. 3064

1. CALL TO ORDER

- A. Roll Call
- B. Pledge of Allegiance

2. CITIZEN INPUT

3. CONSENT AGENDA

- A. Approve the minutes for the February 16, 2021, regular meeting
- B. Receive and file the January sewer report
- C. Approve a small construction services agreement with Delta Sweeping for the 2021 Street Sweeping Program
- D. Approve a two-year maintenance agreement with FTC Equipment for on-call pump maintenance and repair services
- E. Approve the semi-annual financial report for the second half of 2020 and direct City Administration to publish
- F. Approve accounts payable from February 13 to February 25, 2021

Please Note: All matters listed under "Consent Agenda" are considered to be routine by the Board of Aldermen and will be enacted upon under one motion without discussion. Any member of the Board of Aldermen may be allowed to request an item be pulled from the Consent Agenda for consideration under the regular agenda if debate and a separate motion are desired. Any member of the Board of Aldermen may be allowed to question or comment on an item on the Consent Agenda without a separate motion under the regular agenda. Items not removed from the Consent Agenda will stand approved upon motion made by any

Posted Date & Time: 2/26/21; 1:08 p.m.
Revised Posted Date & Time: 3/1/21; 1:30 p.m.

By: MM
By: MM

alderman, followed by a second and a voice vote to “Approve the consent agenda and recommended motions for each item as presented.”

4. ACTION AGENDA

- A. Approve the first reading of an ordinance to amend Parkville Municipal Code Section 215.240 to extend the dates that fireworks can be sold (Administration)
- B. Approve a construction agreement with Phillips Paving Co. for the 2021 Mill and Overlay Program (Public Works)
- C. Approve a construction agreement with Phillips Paving Co. for the 2021 Curb and Sidewalk Program (Public Works)
- D. Approve the revised Watkins Park Master Plan (Public Works)
- E. Approve a design concept for the Busch Drive roundabout in English Landing Park (Public Works)
- F. Accept the right-of-way and easements associated with the Route 9 at 6th Street improvements (Public Works)

5. STAFF UPDATES ON ACTIVITIES

6. MAYOR, BOARD OF ALDERMEN & COMMITTEE REPORTS & MISCELLANEOUS ITEMS

7. ADJOURN

General Agenda Notes:

The agenda closed at noon on February 25, 2021. With the exception of emergencies or other urgent matters, any item requested after the agenda was closed will be placed on the next Board meeting agenda. The deadline to submit your name for Citizen Input is noon on March 2, 2021.

1. CALL TO ORDER

A regular meeting of the Board of Aldermen was convened at 7:07 p.m. on February 16, 2021 and was called to order by Mayor Nanette K. Johnston. City Clerk Melissa McChesney called the roll as follows:

Present:

Ward 1 Alderman Tina Welch
Ward 1 Alderman Philip Wassmer
Ward 2 Alderman Dave Rittman
Ward 2 Alderman Brian T. Whitley
Ward 3 Alderman Robert Lock
Ward 3 Alderman Douglas Wylie
Ward 4 Alderman Marc Sportsman
Ward 4 Alderman Greg Plumb

Absent:

None

A quorum of the Board of Aldermen was present via videoconferencing.

The following staff was also present via videoconference:

Joe Parente, City Administrator
Kevin Chrisman, Police Chief
Alysen Abel, Public Works Director
Stephen Lachky, Community Development Director
Matthew Chapman, Finance/Human Resources Director
Chris Ashley, Public Works Project Manager
Chris Williams, City Attorney

Mayor Johnston led the Board in the Pledge of Allegiance to the Flag of the United States of America.

2. CITIZEN INPUT

A. Proclaim February 21-27, 2021, as Engineers Week

Mayor Johnston presented the proclamation to Public Works Director Alysen Abel.

3. CONSENT AGENDA

- A. Approve the minutes for the February 2, 2021, regular meeting
- B. Approve the minutes from the January 5, 2021, executive session
- C. Receive and file the January Municipal Court report
- D. Receive and file the financial report for the month ending January 31, 2021
- E. Receive and file the crime statistics for January through December 2020
- F. Approve a land use and waste disposal agreement with Damon Pursell Construction for the use of its property for the annual clean-up events in 2021
- G. Approve Work Authorization No. 131 with North Hills Engineering for the 2021 Sanitary Sewer Repairs program

H. Approve accounts payable from January 30 to February 12, 2021

ACTION: IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN RITTMAN TO **APPROVE THE CONSENT AGENDA AND RECOMMENDED MOTIONS, AS PRESENTED.**

RESULT: MOTION PASSED 8-0.

4. ACTION AGENDA

A. **Approve the second reading of an ordinance to amend Ordinance No. 3017 to amend the 2020 Operating Budget and fund transfers and the 2020-2025 Capital Improvement Program**

Mayor Johnston stated that the first reading of the ordinance was presented on February 2. No additional information was provided.

ACTION: IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN RITTMAN TO APPROVE BILL NO. 3110, AN ORDINANCE **AMENDING ORDINANCE NO. 3017 AMENDING THE OPERATING BUDGET AND FUND TRANSFERS AND THE 2020-2025 CAPITAL IMPROVEMENT PROGRAM**, ON SECOND READING TO BECOME ORDINANCE NO. 3062.

RESULT: MOTION PASSED 8-0.

AYES: TINA WELCH, PHILIP WASSMER, DAVE RITTMAN, BRIAN T. WHITLEY, ROBERT LOCK, DOUGLAS WYLIE, MARC SPORTSMAN, GREG PLUMB

NOES: NONE

ABSTAIN: NONE

B. **Adopt an ordinance correcting a typographical error in Ordinance No. 3060 regarding the approval of Redevelopment Project 5 of the Downtown Redevelopment Plan**

Community Development Director Stephen Lachky stated that Ordinance No. 3060 was adopted to approve Redevelopment Project 5 of the Downtown Redevelopment Plan that stated it was the third amendment, but it should have been the fourth amendment. The proposed ordinance corrected the typographical error in the original ordinance.

ACTION: IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN RITTMAN TO APPROVE BILL NO. 3113, AN ORDINANCE **CORRECTING A TYPOGRAPHICAL ERROR IN ORDINANCE NO. 3060 REGARDING THE APPROVAL OF REDEVELOPMENT PROJECT 5 OF THE DOWNTOWN REDEVELOPMENT PLAN**, ON FIRST READING.

RESULT: MOTION PASSED 8-0.

ACTION: IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED

BY ALDERMAN RITTMAN TO APPROVE BILL NO. 3113, AN ORDINANCE **CORRECTING A TYPOGRAPHICAL ERROR IN ORDINANCE NO. 3060 REGARDING THE APPROVAL OF REDEVELOPMENT PROJECT 5 OF THE DOWNTOWN REDEVELOPMENT PLAN**, ON SECOND READING TO BECOME ORDINANCE NO. 3063.

RESULT: MOTION PASSED 8-0.

AYES: TINA WELCH, PHILIP WASSMER, DAVE RITTMAN, BRIAN T. WHITLEY, ROBERT LOCK, DOUGLAS WYLIE, MARC SPORTSMAN, GREG PLUMB

NOES: NONE

ABSTAIN: NONE

C. **Approve the first reading of an ordinance to implement a six percent rate increase for the sewer utility**

Public Works Director Alysén Abel provided an overview of the Sewer Fund budget, including the recommended administrative transfer to the General Fund to cover sewer-related administrative expenses. The Finance Committee discussed the sewer rate increase and the allocation study on February 9 and recommended a six percent increase to the sewer rates which would provide an additional \$45,000 to bridge the gap between the transfer amount and the full recommended amount. Abel noted there was an error in the table in the policy report that would be updated for the second reading on April 6.

Nick Dragisich, Baker Tilly, provided an overview of findings from the sewer allocation study; presentation attached as Exhibit A. He said that the recommended administrative transfer was \$449,800,

Mayor Johnston noted that staff was tasked with researching efficient ways to manage the sewer system that was discussed by the Finance Committee on February 9.

Discussion focused on the recommended administrative transfer, staff tracking time spent on sewer-related activities, concerns that the General Fund was subsidizing the Sewer Fund when every Parkville resident was not a customer of the City's sewer system and the sewer rate increase. It was noted that on February 9 the Finance Committee asked staff to determine the cost effectiveness of a stand-alone sewer department, economies of scale with a merger with another sewer utility or acquisition of the City's system and a more accurate way to determine costs for the administrative transfer.

Gordon Cook, 7908 Deer Run, shared his concerns about the allocation study and how the costs were allocated.

ACTION: IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN RITTMAN TO APPROVE BILL NO. 3114, AN ORDINANCE **AMENDING SECTION 703.040 OF THE PARKVILLE MUNICIPAL CODE IMPLEMENTING A 6% INCREASE TO THE SEWER BASE CHARGE, SEWER USAGE CHARGE AND SURCHARGE FOR CUSTOMERS OF THE PARKVILLE SEWER SYSTEM**, ON FIRST READING AND POSTPONE THE SECOND

READING TO APRIL 6TH.

RESULT: MOTION PASSED 8-0.

D. Approve Resolution No. 21-003 supporting COVID-19 vaccine distribution in Platte County

Mayor Johnston stated that Aldermen Whitley participated in discussions with the Platte County Health Department regarding COVID-19 vaccination distribution.

Alderman Whitley said that he started the conversation so Parkville could be represented and have a voice at the table. Cities were not able to contract directly with vaccination companies because the vaccines were distributed by the federal government who provided them to each state who determined the phasing within the state. He said he spoke with the Unified Government of Wyandotte County and Senator Luetkemeyer about getting doses to Platte County. They contacted the Platte County Health Department to find out how Parkville could assist to make sure the doses were administered efficiently. Whitley said the resolution supported providing funds to the health department and obligating the City's Public Works resources to set up for a mass vaccination site in Riverside.

5. STAFF UPDATES ON ACTIVITIES

A. Public Works

1. Pocket Park Improvements

Public Works Director Alysén Abel provided an update on the traffic controls in front of Pocket Park, noting that large planters were recommended in front of Pocket Park in the interim until the bollards and bump out were constructed. There were concerns that the pots that were purchased could easily break and would not stop traffic. Two options included ordering larger planters which were on a six week delay for delivery and high freight charges or adding concrete jersey barriers in front of the curb to provide more safety. Abel added that signage could be placed on the barriers noting it was a loading zone. The consensus was to place jersey barriers in front of Pocket Park.

6. MAYOR, BOARD OF ALDERMEN & COMMITTEE REPORTS & MISCELLANEOUS ITEMS

Alderman Lock shared a concern from a resident about snow removal in the National. Public Works Director Alysén Abel noted that parts of the streets were beginning to buckle due to the low temperatures and snow that could have a long-term impact on the streets. She said that staff would continue to monitor the streets.

7. ADJOURN

Mayor Johnston declared the meeting adjourned at 9:18 p.m.

The minutes for February 16, 2021, having been read and considered by the Board of Aldermen, and having been found to be correct as written, were approved on this the 2nd day of March 2021.

Submitted by:

City Clerk Melissa McChesney

OUR MISSION

We partner with communities to deliver the finest water and wastewater services available at a competitive price. We are committed to keeping water safe and clean while serving people and taking care of communities with improved technical operations, careful management and financial oversight, and ensured regulatory compliance.

**Alliance Water
Resources, Inc.**

**206 S. Keene St.
Columbia, MO
65201**

(573)874-8080

OPERATIONS REPORT – PARKVILLE DIVISION

January 2021

Wastewater Treatment Plant Operations

- 1.5 inches of Rain and Snow precipitation fell during the month.
- The plant performed well this month with 96.4% removal efficiency for B.O.D. and 91.6% for TSS.
- An average of 430,161 gallons of wastewater was treated each day.

Wastewater Laboratory Analysis

- Staff performed 144 recorded lab tests.
- The following samples were delivered to Keystone Labs for analysis: NH₃-N (5).
- Monthly and daily laboratory equipment maintenance and calibrations were performed according to manufacturer's guidelines.
- Staff performed QA/QC (Quality Assurance and Quality Control) on the laboratory analysis performed at the WWTF.
- Staff performed Quarterly Effluent Nitrogen, Oil & Grease and Phosphorus.
- Staff performed Quarterly SM1 Nitrogen total n& Phosphorus total.

Wastewater Treatment Plant Maintenance

- Staff cleaned east and west clarifiers.
- LDO basins probes 1a, 1b, 2a, and 2b were cleaned.
- Routine preventative maintenance was performed in accordance with all manufacturers' recommendations and logged on the computer.
- East Clarifier had an oil leak on gear box. FTC repair and service it while they was here.
- Blower #1 went down due to a check valve issue. FTC was called in to inspect and repair it.

Collection System Operations

- Robin 4000 odor control chemical continues to be fed from the Riss Lake site at approximately 25 gallons per day.

OPERATIONS REPORT – PARKVILLE DIVISION

Collection System Maintenance

- Staff performed normal maintenance monitoring with no major issues.

Bio-solids

- Staff did not apply sludge during the month.

Safety

- January Monthly Safety Meeting: Violence in the Workplace.
- PPE

Recommendations

- Nothing at this time.

OPERATIONS REPORT – PARKVILLE DIVISION

Loading

Hydraulic	430,161 gallons per day
Organic	700 mg/L of BOD ₅ per day

NPDES Effluent Permit Parameters

Parameter	Monthly Average	Permit Limit
pH	6.7Min. and 8.4 Max	6.5 - 9.0
TSS	11.5 mg/L	30 mg/L
BOD ₅	7.1 mg/L	25 mg/L
NH ₃ -N	.08 mg/L	1.7 mg/L
E. coli Coliform	Not Required Nov 1 – March 31	206 #/100mL
O & G	Sample Not Required this Month	10.0 mg/L (quarterly)
T. Phosphorus	Sample Not Required this Month	Monitoring Only (quarterly)
T. Nitrogen	Sample Not Required this Month	Monitoring Only (quarterly)
SM1 T. Phosphorus	Sample Not Required this Month	Monitoring Only (quarterly)
SM1 T. Nitrogen	Sample Not Required this Month	Monitoring Only (quarterly)

Removal Efficiency

Parameter	Monthly Average	Permit Limit
Organic	96.5 %	85 %
Solids	91.5 %	85 %

Biosolids

	Report Period	Year to Date
Quantity Applied	0 dry tons	0 dry tons
Acres Applied	0 acres	10 acres

ITEM 3.C.

For 3/2/2021

Board of Aldermen Meeting

CITY OF PARKVILLE Policy Report

Date: February 22, 2021

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Approve a small construction services agreement with Delta Sweeping for the 2021 Street Sweeping Program

BACKGROUND:

Due to heavy salt and sand usage over the winter and normal accumulation of leaves, trash and other debris, the City's streets need to be swept periodically to help keep contaminants out of storm sewer systems, improving water quality in accordance with the Clean Water Act.

The City released a bid request, held a bid opening on February 17 and received one bid from Delta Sweeping. Delta Sweeping provided a bid of \$155.00 per hour and the contract will be limited to an hourly rate not to exceed 60 hours. The City has contracted with Delta Sweeping in the past and they have provided excellent service for numerous years. They are familiar with the streets of Parkville.

Street sweeping will occur in both the fall and spring seasons this year. Each street is swept in the spring to clean the sand left behind from the winter's snow plow operations. The majority of the streets are swept in the fall, mostly in the areas with mature trees, to clean the leaves from the streets and gutters.

BUDGET IMPACT:

The Transportation Fund includes \$20,000 for street sweeping for City streets and public parking lots in budget line item 40-525-07-45-00. Delta Sweeping will be compensated for the hours spent sweeping.

In the past, staff worked with the contractor to keep the contract time below 60 hours. With the addition of public streets over the past two years, 60 hours may not be sufficient. It is recommended to set the contract amount at a maximum of \$20,000 which would provide approximately 65 hours per season.

ALTERNATIVES:

1. Approve the contract with Delta Sweeping in an amount not to exceed \$20,000.
2. Provide direction to staff regarding the street sweeping program.
3. Do not approve the contract.
4. Postpone the item.

FINANCE COMMITTEE RECOMMENDATION:

At the meeting on February 22, 2021, the Finance Committee, by a vote of 5-0, recommended that the Board of Aldermen approve a small construction services agreement with Delta Sweeping for the 2021 Street Sweeping Program in an amount not to exceed \$20,000.

STAFF RECOMMENDATION:

Staff recommends approval of a small construction services agreement with Delta Sweeping for the 2021 Street Sweeping Program, in an amount not to exceed \$20,000.

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 approve a small construction services agreement with Delta Sweeping for the 2021 Street Sweeping Program in an amount not to exceed \$20,000.

ATTACHMENTS:

1. Bid Tabulation
2. Agreement

BID TABULATION

2021 STREET SWEEPING

Bid Opening Wednesday, February 17, 2021
10:45 a.m., City Hall Board Room

*Due to inclement weather, the bid opening was postponed until
Thursday, February 18, 2021

Bidder	Hourly Rate
Delta Sweeping KCMO	\$155.00

(*) Recommended Award of Purchase

**SMALL CONSTRUCTION SERVICES AGREEMENT
MAINTENANCE PROJECT
2021 STREET SWEEPING**

THIS SERVICE AGREEMENT, entered into on this 2nd day of March, 2021, by and between the CITY OF PARKVILLE, MISSOURI ("City") and DELTA SWEEPING COMPANY. ("Contractor").

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

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

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

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

I. SCOPE OF SERVICES

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

II. COMPENSATION

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

III. SCHEDULE

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

IV. CHANGES

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

V. INDEMNIFICATION

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

VI. INSURANCE

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

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

- A. Contractor's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any and all employees of the Contractor.
- B. Unless otherwise stated in **Exhibit "A"**, Contractor shall be represented by a Superintendent or Foreman authorized to give and receive all instruction and notices from and to the City at all times while performing Construction Services, and shall have on site a person who is fluent in all languages necessary to communicate instructions regarding the work and information regarding medical emergencies with Contractor's employees and subcontractors.
- C. All of the Construction Services required hereunder will be performed by the Contractor or under Contractor's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- D. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement including, but not limited to, indemnification, insurance and warranties.
- E. Contractor and all subcontractors with a contract value of \$5,000 or more shall execute affidavits on the form attached as **Exhibit "D"**, attesting to their compliance with RSMo. § 285.530.5 concerning compliance with Missouri's Worker Eligibility requirements.
- F. Contractor and all subcontractors must require all on-site employees to complete the ten-+9hour construction training program required under Section 292.675 RSMo. unless they have previously completed the program and have documentation of having done so. Contractor shall execute the affidavit attached as **Exhibit "E"**, attesting that it has provided OSHA safety training for its on-site employees. Contractor will forfeit a penalty to the City of \$2,500 plus an additional \$100 for each employee employed by Contractor or any subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. See Section 292.675 RSMo.
- G. No illegal drug or alcohol usage will be tolerated at the Site. All persons admitted to work on the Site will dress appropriately and avoid foul language. Music shall not be played at volume levels that would be objectionable to third-parties. Any worker found by the City to be violating these conduct requirements will be removed immediately.

VIII. WARRANTY

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

otherwise limit any statutory or common law warranty rights of the Owner, or any other Contract requirements.

IX. OWNERSHIP OF WORK PRODUCT

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

X. RELATIONSHIP OF THE PARTIES

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

XI. NOTICES

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

B. Notices sent by Contractor shall be sent to:

City of Parkville
Attn: Alysén Abel, Public Works Director
8880 Clark Ave.
Parkville, MO 64152

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

Delta Sweeping, Co.
Attn: Nickie Francis
2001 Guinotte Avenue
Kansas City, MO 64120
Nickiesfrancis@gmail.com
816-221-8851

XII. CORRECTION OF WORK

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

XIII. TERM AND TERMINATION

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

B. Notwithstanding anything to the contrary in this Agreement or exhibit, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days' written notice to the Contractor. The City shall compensate Contractor for the Construction Services that have been completed to the City's satisfaction as of the

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

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

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

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

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

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

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

XIV. RESOLUTION OF DISPUTES

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

- B. City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed.
- C. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the City Public Works Director as to such matter or other action on which the dispute is based. A decision of the City Public Works Director (where appropriate) under GC-7 above; notice of dispute, and direct negotiation, shall be conditions precedent to further action.
- D. Arbitration of disputes.
 - 1. Claims, except those waived as provided for elsewhere in this Agreement, which have not been resolved by the procedures described above, shall be decided by arbitration which, unless the parties mutually agree otherwise, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association.
 - 2. A demand for arbitration may be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.
 - 3. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the City or Contractor and any person or entity with whom the City or Contractor has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Contract shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Contract or not a party to an agreement with the City Contractor, except by written consent containing a specific reference to the Agreement signed by the City and Contractor and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
 - 4. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
 - 5. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

XV. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. Assignability. Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- C. Media Announcements. Contractor shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City
- D. Compliance with Local Laws. Contractor shall comply with all applicable laws, ordinances, and codes of the State of Missouri and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- E. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:
 - i. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - ii. Contractor will, in all solicitation or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 - iii. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- F. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Contractor shall take appropriate steps to assure compliance.
- G. Interest of Contractor and Employees. Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- H. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this

Agreement shall be in writing and shall be signed by the City and Contractor, and attached hereto.

- I. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- J. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- K. Third Parties. The Services to be performed by the Contractor are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

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

CITY OF PARKVILLE, MISSOURI

By: _____
Nanette K. Johnston, Mayor

ATTEST:

Melissa McChesney, City Clerk

DELTA SWEEPING COMPANY

By: _____
Nickie Francis

Exhibit A

SCOPE OF WORK AND PRICING AGREEMENT

A. Scope of Work:

Perform all street sweeping for areas as defined by City personnel to include:

1. Contractor to remove all significant debris and contaminants from all public streets and parking lots in the City with a professional grade street sweeping machine.
2. Contractor will furnish all equipment, fuel, labor and insurance to complete the services.
3. The City will provide a location to dump debris at the Public Works Street facility.

B. Compensation:

1. This is a UNIT PRICE Agreement based upon \$155.00 per hour, estimate of 60 hours, without prior authorization from the City, for Spring and Fall street sweeping.

C. Schedule:

1. Work to proceed upon receipt by Contractor of Notice to Proceed issued by the City, and to be completed within a timeframe as directed by the Public Works Director.

Term of Agreement: Valid Until December 31, 2021

EXHIBIT B-1

CONDITIONAL PARTIAL RELEASE AND WAIVER 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 lien rights, bond rights and all other claims.

Payment Request Amount: \$ _____

Date of last work covered by payment request: _____

Certificate

The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of the sum 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. No labor, equipment or materials have been supplied by the undersigned to the Project which have not been included in the applications for payment submitted to date, under any agreement, verbal or written, or any arrangements of any type whatsoever, except as specifically noted here:

3. Payment in full, less retainage and other claims documented as required by the Contract (if any), has been made by the undersigned through the period covered by all prior payments (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, except as identified below:

4. 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. Specifically, the undersigned has paid, or out of the proceeds of this payment will promptly pay, all sales or use tax due and owing.

5. 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.

Partial Waiver and Release of Claims

NOW, THEREFORE, contingent upon the issuance, final clearance and payment of \$_____, the undersigned irrevocably and unconditionally releases and waives any and all right to claim sums except as pertains to unpaid retainage and claims documented as required by the Contract, through the date of last work covered by the payment application stated above. Additionally, the undersigned waives and releases any other claims against the City. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any claims or suits in connection with the materials, labor, and everything else in connection with this Contract for which payment has been made.

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 Public in and for said County and State

Commission Expires

EXHIBIT B-2

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 lien rights, 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. No labor, equipment or materials have been supplied by the undersigned to the Project which have not been included in the applications for payment submitted to date, under any agreement, verbal or written, or any arrangements of any type whatsoever, except as specifically noted here:

3. 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.

4. 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.

5. 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 and all claims against the City, or any other 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 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 Public in and for said County and State

Commission Expires

EXHIBIT C

INSURANCE REQUIREMENTS

1. Contractor agrees to procure and carry, at its sole cost, until completion of this Contract and all applicable warranty periods, all insurance as set forth below; provided, however:

1.1 All insurance is to be issued by companies authorized to do business in the state where the project is located, and with liability limits acceptable to Owner. Insurers shall have A.M. Best ratings of no less than B+ or higher, and at least a Class X financial rating.

1.2 The City reserves the right to review certified copies of any and all insurance policies to which this Contract is applicable.

1.3 Insurance certificates, written on a standard ACORD form, **and a copy of the additional insured endorsement, and endorsement assuring notice of cancellation or modification**, must be received by the City prior to commencement of work on site.

1.4 If Contractor should subcontract any of this work to a third party, Contractor shall see to it that such third party maintains such insurance and shall furnish evidence thereof to the City.

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

2.1 All coverages obtained by Contractor, 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 ("endeavor to notify" language is not acceptable) to the City and other required additional insureds, and Contractor/Designer shall submit to the City, prior to commencing any Work on the Project, an endorsement to the policy confirming that such notice shall be given. All policies of liability insurance 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.

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 Comprehensive Automobile Liability Insurance. Contractor shall maintain comprehensive automobile insurance, including contractual liabilities insuring the indemnities set forth in this Contract covering all owned, non-owned and hired automobiles used in connection with the services or other work hereunder, whether on or off the site, and shall have minimum bodily injury and property damage limits of \$1,000,000.00 combined single limit per occurrence. An MCS-90 endorsement shall be procured when applicable.

2.6 Workers' Compensation and Employer's Liability Insurance. Contractor shall maintain Worker's Compensation Insurance to cover the statutory limits of the Workers' Compensation laws of the state in which any work is to be performed and when applicable to Federal Laws, Voluntary Compensation

and Employer's Liability (including occupational disease) coverage with limits not less than \$500,000.00 per occurrence and \$1,000,000.00 in aggregate for all workers on site, regardless of whether a worker is also an owner of Contractor.

2.7 Commercial General Liability Insurance. Contractor shall obtain and maintain comprehensive Commercial General Liability Insurance, on an occurrence form for the hazards of (i) construction operations; (ii) subcontractors and sub-subcontractors; (iii) interruption of the City's business; (iv) independent contractors; (v) products and completed operations (with completed operations to remain in force for two years following project completion, defined as execution and acceptance of Exhibit B-2 and remittance of the final payment); (vi) explosion, collapse and underground, and (vii) contractor's protective and contractual liability insuring the indemnities set forth in the Contract, including personal injury, death and property damage. Each Project shall maintain minimum limits of \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate.

2.8 Excess Liability. Contractor shall maintain Excess Liability coverage on an umbrella form with minimum limits of \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate.

2.9 Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers thereunder against the City 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.

2.10 Additional Insureds. The City and any other person or entity required by the Contract, and all their assigns, subsidiaries and affiliates shall be included as additional insureds under Contractor's furnished insurance (except Workers' Compensation 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 04/13 or other carrier form) under the commercial general liability policy. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING.

2.11 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, Contractor's liability with respect to its performance of the Contract.

4. Subcontractors' Insurance. Contractor shall require all those subcontractors providing equipment, materials or services directly to Contractor/ in connection with this Contract to obtain, maintain and keep in force coverages in accordance with the insurance requirements set forth herein during the time they are involved in performance of services or other work hereunder. Contractor shall obtain certificates of insurance and additional insured endorsements evidencing such coverage and provide the City with such certificates and endorsements. Contractor shall not be excused from its obligations to cause such subcontractor to meet the insurance coverage requirements set forth under this section unless Contractor shall have obtained in writing from the City a waiver, which shall be effective only as to such requirements and for such subcontractor specifically identified therein.

5. Patent Liability. Contractor shall protect, defend and save the City 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 Contract selected by Contractor, and further agrees to pay all loss and expense incurred by the City by reason of any such claims or suits, including attorneys' fees.

6. Professional Liability. If the Contract is entered with a Contractor, and any design or other professional services are included in the Contract, Contractor 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 Contract. The policy shall be at least as broad as the coverage provided in Owner' 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.

6.1 With respect to any Professional Liability insurance, Contractor agrees as follows:

1. Upon receipt of notice of any claim in connection with the Contract, to promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.
2. Promptly notify the City of any reduction of limits or protection afforded under any policy provided, whether or not such impairment came about as a result of events connected to this Contract.
3. In the event that the City shall determine that the Contractor/'s aggregate limits of protection shall have been impaired or reduced to such extent that they are deemed inadequate for the balance of the project, Contractor shall upon notice promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

Exhibit "D"

Missouri Worker Eligibility Affidavit

Effective January 1, 2009, all contractors and subcontractors with contract amounts in excess of \$5,000 on public projects in Missouri are 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 this sworn affidavit under the penalty of perjury attesting to the fact that the direct Contractor's employees are lawfully present in the United States.** Failure of Contractor to comply with this requirement shall be grounds for termination for default.

COMES NOW Affiant _____, being of lawful age, and states the following based on personal knowledge, under oath and fully aware of the penalties for perjury:

1. I presently am employed by _____ ("Contractor") and am authorized by Subcontractor to make representation on its behalf.

2. All of Contractor's employees are lawfully present in the United States.

Further affiant sayeth naught.

Contractor: _____

By: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

My commission expires:

Exhibit "E"

AFFIDAVIT OF COMPLIANCE WITH SAFETY TRAINING REQUIREMENTS

Required by R.S Mo. § 292.675

Before me, the undersigned Notary Public, personally appeared _____ who is _____ (title) of _____ (a corporation/partnership/sole proprietorship/limited liability company, and states that he/she is authorized to make this affidavit, and being duly sworn upon his/her oath, deposes and states as follows:

That said company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

The terms of this affidavit shall have the same meaning as is set forth in 292.675 of the Revised Statutes of Missouri.

Further affiant sayeth naught.

Contractor: _____

By: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

My commission expires:

**CITY OF PARKVILLE
Policy Report**

Date: February 22, 2021

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Approve a two-year maintenance agreement with FTC Equipment for on-call pump maintenance and repair services

BACKGROUND:

In 2015, the City implemented a new purchasing policy and updated contract documents. The previous city attorney recommended that staff begin entering into multi-year service contracts for routine services in order to lock in prices and avoid having to repeat the process to accept quotes for smaller scopes of work. The intent was to select a single vendor to provide priority services to the City during emergency and non-emergency situations.

The City maintains pumps at six pump stations and RAS (Return Activated Sludge) pumps at the Wastewater Treatment Facility (WWTF), with a total of 15 sewer pumps. The average life of a pump varies from about 10 to 15 years. The life of the pump can be extended when the proper preventative maintenance is performed. Preventative maintenance includes annual inspection of the pump and an oil change. Lack of preventative maintenance could void any warranties from the pump manufacturer.

In January, the City released a Request for Qualifications (RFQ) for the on-call pump maintenance and repair services. The RFQ requested information from the respondents about their relevant work experience, availability, background and training, references and sample reports. One company, FTC Equipment, responded to the request.

On March 3, 2020, the Board of Aldermen approved a one-year extension to the previous maintenance agreement with FTC Equipment for the on-call pump maintenance and repair services. FTC has provided excellent service to the City.

BUDGET IMPACT:

The Sewer Fund includes budget for pump station maintenance and building maintenance for the WWTF for the pump preventative maintenance and emergency repairs. Depending on the nature of the work being performed, staff will use the proper maintenance budget item.

ALTERNATIVES:

1. Approve a two-year on-call maintenance agreement with FTC Equipment.
2. Provide further direction to staff regarding the maintenance agreement.

3. Postpone the item.

FINANCE COMMITTEE RECOMMENDATION:

At the meeting on February 22, 2021, the Finance Committee, by a vote of 5-0, recommended that the Board of Aldermen approve a two-year maintenance agreement with FTC Equipment for on-call pump maintenance and repair services, with the unit prices listed in the agreement.

STAFF RECOMMENDATION:

Staff recommends the approval of a two-year maintenance agreement with FTC Equipment for the on-call pump maintenance and repair services.

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 approve a two-year maintenance agreement with FTC Equipment for on-call pump maintenance and repair services, with the unit prices listed in the agreement.

ATTACHMENTS:

1. Agreement

SMALL CONSTRUCTION SERVICES AGREEMENT MAINTENANCE OR REPAIR PROJECT

THIS SERVICE AGREEMENT, entered into on this ____ day of _____, 2021 by and between the CITY OF PARKVILLE, MISSOURI ("City") and _____ ("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 Preventative Maintenance and Repair 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 of Lien and Releases of Claim on the forms attached as **Exhibit "B-2"** to this Agreement, executed by Contractor, any all subcontractors with contract values of \$5,000 or more, and notarized. If partial payments are authorized on **Exhibit "A"**, then Contractor shall submit partial lien waivers on the form attached as **Exhibit "B-1."** The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Contractor of the nature of the dispute regarding the balance.

- C. Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

III. SCHEDULE

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

IV. CHANGES

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

V. INDEMNIFICATION

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

VI. INSURANCE

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

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

- A. Contractor's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any and all employees of the Contractor.
- B. Unless otherwise stated in **Exhibit "A"**, Contractor shall be represented by a Superintendent or Foreman authorized to give and receive all instruction and notices from and to the City at all times while performing Construction Services, and shall have on site a person who is fluent in all languages necessary to communicate instructions regarding the work and information regarding medical emergencies with Contractor's employees and subcontractors.
- C. All of the Construction Services required hereunder will be performed by the Contractor or under Contractor's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- D. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement including, but not limited to, indemnification, insurance and warranties.

- E. Contractor and all subcontractors with a contract value of \$5,000 or more shall execute affidavits on the form attached as **Exhibit "D"**, attesting to their compliance with RSMo. § 285.530.5 concerning compliance with Missouri's Worker Eligibility requirements.
- F. Contractor and all subcontractors must require all on-site employees to complete the ten-hour construction training program required under Section 292.675 RSMo. unless they have previously completed the program and have documentation of having done so. Contractor shall execute the affidavit attached as **Exhibit "E"**, attesting that it has provided OSHA safety training for its on-site employees. Contractor will forfeit a penalty to the City of \$2,500 plus an additional \$100 for each employee employed by Contractor or any subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. See Section 292.675 RSMo.
- G. No illegal drug or alcohol usage will be tolerated at the Site. All persons admitted to work on the Site will dress appropriately and avoid foul language. Music shall not be played at volume levels that would be objectionable to third-parties. Any worker found by the City to be violating these conduct requirements will be removed immediately.

VIII. WARRANTY

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

IX. OWNERSHIP OF WORK PRODUCT

- A. 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 its right title and interest in and to such Works.

X. RELATIONSHIP OF THE PARTIES

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

XI. NOTICES

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

- B. Notices sent by Contractor shall be sent to:

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

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

Contractor
Attn:
Street Address
City, State, Zip

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. The contract period shall be two (2) years from the effective date of the Agreement.
- B. Notwithstanding anything to the contrary in this Agreement or exhibit, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days' written notice to the Contractor. The City shall compensate Contractor for the Construction Services that have been completed to the City's satisfaction as of the date of termination. Contractor shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.
- C. The City may terminate the Agreement for cause if the Contractor
 - 1. refuses or fails to supply enough properly skilled workers or proper materials;
 - 2. fails to make payment to Subcontractors for materials, equipment, services or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
 - 3. disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
 - 4. or its Subcontractors or Sub-subcontractors causes a work stoppage due to any strike, picket, boycott or participates in any voluntary or involuntary cessation of Work; or
 - 5. otherwise is guilty of substantial breach of a provision of the Agreement.
- 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.
- E. When the Owner terminates the Agreement for one of the reasons stated in Section XIV. A., the Contractor shall not be entitled to receive further payment until the Work is finished.

- F. 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. MISCELLANEOUS PROVISIONS

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

the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Contractor shall take appropriate steps to assure compliance.

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

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

CITY OF PARKVILLE, MISSOURI

By: _____
Nanette K. Johnston, Mayor

ATTEST:

Melissa McChesney, City Clerk

CONTRACTOR

By: _____

EXHIBIT A

SCOPE OF WORK AND PRICING AGREEMENT

- A. The Scope of Work includes on-call pump maintenance and repair services to include, but not be limited to:
1. Preventative Maintenance:
 - A. Pull pump
 - B. Remove and inspect volute and impeller
 - C. Inspect and change oil
 - D. Measure and record voltage on all 3 phases. Test motor winding resistance. Test seal leakage current (if applicable). Check and record run amps. Check and tighten all power connections at terminal box.
 - E. Verify float/VFD operation
 - F. Check power cord conditions
 - G. Reseal all conduits between pump wet well and electrical control boxes
 - H. Vacuum prime pumps only: Verify pump priming cycle. Remove and clean sensor electrode and glass electrode housing and verify operation.
 - I. When preventative maintenance is complete, perform pump down test to verify that the pump is operational.
 - J. Provide a detailed service report with written and photographic documentation of each process.
 - K. Records maintenance
 2. Repair Maintenance
 - A. Pull pump, investigate control panel, etc.
 - B. Perform trouble-shooting and field inspection.
 - C. Report findings and make written recommendations with pricing estimates to Director of Public Works or authorized representative.
 - D. Make repairs as authorized by Director of Public Works or authorized representative in accordance with on-call contract pricing.
- B. This Agreement allows the City to call on Contractor for assistance during emergency and non-emergency work scenarios. The situations will require different response times due to the severity and urgency of the work.
1. Emergency – An emergency situation requires a response time within 4 hours for a condition that jeopardizes public safety; and with 24 hours for a condition that constitutes a public inconvenience. Work will be authorized by the Public Works Director or authorized representative.
 2. Non-emergency – A non-emergency situation requires a response time within 2 business days or a timeframe that is mutually agreed upon by both parties.
- C. Contractor shall commence the Work upon notice from the Director of Public Works or authorized representative. Contractor and City representative will agree on scope of work and determine a

timeframe to complete for both emergency and non-emergency work prior to Contractor performing any work. Additional labor required by unforeseen site issues must be authorized by City in advance. Any work not authorized by the City, and performed by the Contractor without City approval, shall be at the Contractor's own risk, cost and expense, and Contractor shall not make claim for compensation from the City for such work.

- D. Upon completion of the work, and approval of such work by the City, Contractor shall submit an invoice in accordance with the provisions set forth in Paragraph II (B) of this Agreement.

DEFINITIONS

This Agreement allows the City to call on Contractor for assistance during emergency and non-emergency work scenarios. The situations will require different response times due to the severity and urgency of the work.

1. Emergency – An emergency situation requires a response time within 4 hours for a condition that jeopardizes public safety; and with 24 hours for a condition that constitutes a public inconvenience. Work will be authorized by the Public Works Director or authorized representative.
2. Non-emergency – A non-emergency situation requires a response time within 2 business days or a timeframe that is mutually agreed upon by both parties.

SPECIFICATIONS AND BILLING RATES

PUMP INFORMATION	FLAT RATE/EA
<u>Hwy. FF pump station</u> (2) Smith & Loveless Pumps Model # 4B3B 15 HP	\$150/EA (\$300 Station Total)
<u>McAfee PS</u> (2) ABS pumps Model # AFP 1077 ME430/4/43.60 60HP	\$200/EA (\$400 Station Total)
<u>Pinecrest PS</u> (2) ABS pumps Model # XFP100E-CB1.2 PE105/4 14HP	\$175/EA (\$350 Station Total)
<u>45 Highway PS</u> (2) Flygt pumps Model # CP3102.180.0820 5HP	\$150/EA (\$300 Station Total)
<u>Nationals</u> (2) Flygt pumps Model # CP3170-090-6060 30HP	\$175/EA (\$350 Station Total)
<u>Riverhills PS</u> (2) Flygt pumps Model # CR3140-090-6066 15 HP	\$175/EA (\$350 Station Total)
<u>WWTF RAS pumps</u> (3) ABS pumps 2-Model #AFP1546.2-M105/4 14 HP 1- Model #XFP 105E-CB1.4-PE105/4 14 HP3	\$175/EA (\$525 Station Total)
<u>Spirit Fountain Pump</u> (1) Sulzer pump 1- Model #EJ20W-3	\$100/EA PM Only
<u>Wetland Pump</u> (1) Thompson Pump 1- Model #4TS-DIST-4LE2T	\$250/EA PM Only

EMERGENCY REPAIR SERVICES

SCOPE OF WORK	Regular Hourly	Overtime Hourly	Weekends Hourly	Holidays Hourly
FIELD MECHANIC	\$100.00	\$150.00	\$150.00	\$200.00
SHOP MECHANIC	\$100.00	\$150.00	\$150.00	\$200.00
CONFINED SPACE ENTRY	\$100.00	\$150.00	\$150.00	\$200.00
BOOM TRUCK TRIP CHARGE (Including Operator)	\$150.00	\$150.00	\$150.00	\$150.00

COMMON REPAIRS

Based on a standard pump size, indicate a total price (labor, materials, and truck/tool charges) to perform common repairs as listed.

SCOPE OF WORK	Non- Emergency	Emergency	Weekends	Holidays Hourly
Basic repair: Seals, O-Rings, hardware	\$1,050.00	\$1,500.00	\$1,500.00	\$1,500.00
Submersible pump motor rewind 0HP-70HP	\$500.00	\$750.00	\$750.00	\$750.00
Vibration analyses and report	\$250.00	\$250.00	\$250.00	\$250.00
Replace bearings and seals	\$1,050.00	\$1,500.00	\$1,500.00	\$1,500.00
Replace seals only	\$750.00	\$950.00	\$950.00	\$950.00
Replace power cord	\$250.00	\$250.00	\$250.00	\$250.00

Indicate percent markup on material and parts:

\$0.00 - \$1,999.99 30%

\$2,000 - \$4,999.00 30%

\$5,000 and up 25%

ITEM 3.E.

For 3/2/2021

Board of Aldermen Meeting

CITY OF PARKVILLE Policy Report

Date: February 23, 2021

Prepared By:

Michelle Hefley City Treasurer

Reviewed By:

Matthew Chapman, Finance/HR
Director

ISSUE:

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

BACKGROUND:

Both state statute and city ordinance require the City Treasurer to produce a semi-annual financial report that summarizes revenues and expenses for a six-month period. The last report was produced in August for 2020. The semi-annual report for the second half of 2020 is ready for review and publication in a local newspaper as required by law. The report was completed in February and includes all revenues and expenditures that are expected to be credited and charged to the second half of 2020. To reduce publication costs, an abbreviated version of the report will be published in the newspaper, but it will direct readers to the City's website for additional information. The City Treasurer has prepared an expanded version of the report for the website that includes additional information.

BUDGET IMPACT:

There is no budget impact associated with this action other than the cost of publication which will be funded from the Administration Division (501) of the General Fund (10).

ALTERNATIVES:

1. Approve the semi-annual financial report for the second half of 2020 and direct City Administration to publish.
2. Do not approve the report and provide further direction to staff.
3. Postpone the item.

FINANCE COMMITTEE RECOMMENDATION:

At the meeting on February 22, 2021, the Finance Committee, by a vote of 5-0, recommended that the Board of Aldermen approve the semi-annual financial report for the second half of 2020 and direct City Administration to publish.

STAFF RECOMMENDATION:

Staff recommends that the Finance Committee recommend that the Board of Aldermen approve the Semi-Annual Financial Report for the second half of 2020 and direct City Administration to publish.

POLICY:

Section 130.090 of the Parkville Municipal Code requires the City Treasurer to furnish to the Board of Aldermen a semi-annual report in January and July each year of the amount of money received on account of the City during the half year, from what sources received, and the amount of money disbursed, and on what account, and the balance in his hands to the credit of the City. Section 105.130 of the Parkville Municipal Code requires the Board of Aldermen to publish the semi-annual report in some newspaper in the City. The sections of Code that require the production and publication of a six-month report are based on corresponding sections of Missouri statutes (RSMo 79.160 and 79.165).

SUGGESTED MOTION:

I move to approve the semi-annual financial report for the second half of 2020 and direct City Administration to publish.

ATTACHMENTS:

1. Semi-Annual Report (Publication Version)
2. Semi-Annual Report (Detailed Version)

City of Parkville, Missouri

Semi-Annual Report

July 1 through December 31, 2020

General Fund

Revenue	2,297,624
Expenditures	<u>2,622,170</u>
Revenue, net of Expenditures	<u>(324,546)</u>

Enterprise Fund-Sewer Utility

Revenue	789,636
Expenditures	<u>979,136</u>
Revenue, net of Expenditures	<u>(189,500)</u>

Debt Service Funds

Revenue	126,335
Expenditures	<u>234,757</u>
Revenue, net of Expenditures	<u>(108,422)</u>

Special Revenue Funds

Revenue	1,547,286
Expenditures	<u>1,462,093</u>
Revenue, net of Expenditures	<u>85,193</u>

Debt of City of Parkville, December 31, 2020

Certificates of Participation	3,662,472
Sewer Utility	695,000
Neighborhood Improvement Districts (NID's)	<u>7,585,000</u>
Total Debt	<u>11,942,472</u>

For additional information, visit www.parkvillemo.gov

City of Parkville, Missouri

Semi-Annual Report

January 1 through December 31, 2020

General Fund

Revenue	
Taxes	1,342,810
Licenses	56,621
Permits	503,898
Franchise Fees	776,531
Sales Taxes	1,067,359
Other Revenue	15,188
Court Revenue	61,118
Interest Income	6,632
Grants and Miscellaneous Revenue	627,751
Transfers In	495,000
Total Revenue	<u>4,952,907</u>
Expenditures	
Administration	1,361,367
Police Department	1,344,740
Municipal Court	150,718
Public Works	284,874
Community Development	302,053
Street Department	420,387
Parks Department	425,630
Nature Sanctuary	51,632
Channel 2/Website	23,753
Transfers Out	922,822
Information Technology	59,386
Capital Outlay	366,550
Total Expenditures	<u>5,713,911</u>
Net Revenues in Excess of Expenditures	(761,004)
Funds Carried Forward for current year	<u>1,728,789</u>
Revenue & Carryover, net of Expenditures	<u><u>967,785</u></u>

Enterprise Fund - Sewer Utility

Revenue	1,521,994
Expenditures	1,605,625
Funds Carried Forward for current year	-
Revenue & Carryover, net of Expenditures	<u><u>(83,630)</u></u>

Debt Service Funds

Revenue	1,644,923
Expenditures	1,826,051
Revenue, net of Expenditures	<u><u>(181,128)</u></u>

Reserved and Restricted Funds

Revenue	3,157,783
Expenditures	2,481,428
Revenue, net of Expenditures	<u><u>676,355</u></u>

Debt of the City of Parkville, December 31, 2020

Certificates of Participation	3,662,472
Sewer Utility	695,000
Neighborhood Improvement Districts (NIDs) ¹	<u>7,585,000</u>
Total Debt	<u><u>11,942,472</u></u>

¹ NID debt payments are a valid and legally binding indebtedness of the City payable from special assessments on properties benefitted by the improvements.

Submitted by Michelle Hefley, Treasurer

ITEM 3.F.*For 3/2/2021**Board of Aldermen Meeting***CITY OF PARKVILLE
Policy Report**

Date: February 22, 2021

Prepared By:

Matthew Chapman, Finance/HR Director

Reviewed By:

Joe Parente, City Administrator

ISSUE:

Approve accounts payable from February 13 to February 25, 2021

BACKGROUND:

Attached are the statements of approved payments, per the City's Purchasing Policy, for the period from February 13 to February 25, 2021. All disbursements must be reviewed and approved by the Board of Aldermen prior to the release of City funds.

The information under budget impact and suggested motion will be completed and an updated policy report and accounts payable report will be distributed prior to the meeting.

BUDGET IMPACT:

Accounts Payable	\$1,051,288.33
Insurance Payments	
1 st of the Month	
EFT Payments	
Processing Fees	
Payroll	\$69,779.00
TOTAL:	\$1,121,067.33

ALTERNATIVES:

1. Approve the release of funds.
2. Deny the release of funds and provide further direction to City Administration.
3. Deny any portion of the release of funds and provide further direction to City Administration.

FINANCE COMMITTEE RECOMMENDATION:

The item was not presented to the Finance Committee, but is being taken directly to the Board of Aldermen for consideration.

STAFF RECOMMENDATION:

Staff recommends the release of funds as summarized in the attached statements.

POLICY:

All disbursements must be reviewed and approved by the Board of Aldermen prior to the release of

City funds.

SUGGESTED MOTION:

I move to appropriate \$1,121,067.33 of City funds to pay salaries and accounts.

ATTACHMENTS:

1. AP Report

PACKET: 07172 Regular Payments 3/2/21 B

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00002	A & M Printing							
	I-44055	Print Sewer Maps	R	2/25/2021		170.05CR	042305	
	I-61994	Public Hearing sign	R	2/25/2021		10.35CR	042305	180.40
00012	Carquest Auto Parts Store							
	I-581336	1/31/21 Due Feb 28 2021	R	2/25/2021		268.49CR	042306	268.49
00062	Tyler Techonologies, Inc							
	I-025-323581	Project Acctg Module	R	2/25/2021		1,381.64CR	042307	1,381.64
00156	Dave's Foreign Car Repair LLC							
	I-0143550	Ford Escape oil change	R	2/25/2021		48.51CR	042308	48.51
00159	Missouri American Water							
	I-Due Mar 10	Due Mar 10	R	2/25/2021		196.80CR	042309	
	I-Due March 4	1017-210015542235	R	2/25/2021		9.68CR	042309	206.48
00222	The Deister Company, Inc.							
	I-704	Bucket truck rental	R	2/25/2021		350.00CR	042310	350.00
00266	Platte County Board of Election Commissioners							
	I-2/8/21	April 2021 Election expenses	R	2/25/2021		2,127.55CR	042311	2,127.55
00483	ADH Rental & Sales							
	I-137945	Kerosene	R	2/25/2021		40.00CR	042312	40.00
00496	Gunter Pest Management, Inc.							
	I-67747	February Pest Control	R	2/25/2021		55.00CR	042313	55.00
00501	Hinckley Springs							
	I-6913039	021821 Drinking water maint shop	R	2/25/2021		34.45CR	042314	34.45
00942	McKeever's Price Chopper							
	I-1/31 Statement	1/31 Statement	R	2/25/2021		167.20CR	042315	167.20
00977	Curious Eye Productions							
	I-001-021	January Broadcasting Services	R	2/25/2021		850.00CR	042316	850.00
01016	FTC Equipment							
	I-14329	WWTP Aeration Basin repair	R	2/25/2021		625.00CR	042317	
	I-14330	WWTP Clarifier Repair	R	2/25/2021		883.35CR	042317	1,508.35

PACKET: 07172 Regular Payments 3/2/21 B

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01097	Lippert Mechanical Service Corp I-SI2074668	Courtroom thermostat repair	R	2/25/2021		300.80CR	042318	300.80
01099	Toshiba I-5382650	Admin Copier costs	R	2/25/2021		119.20CR	042319	119.20
01138	R.L. Buford & Associates, LLC I-21037	Property line survey-Bluffs	R	2/25/2021		1,402.50CR	042320	1,402.50
01485	George Butler Associates I-60975	Six at Park signage plan	R	2/25/2021		544.50CR	042321	544.50
01573	Urban Tree Specialists I-20389	Tree removal	R	2/25/2021		5,000.00CR	042322	5,000.00
01879	Midwest Public Risk I-MPR171159	Deductible - Anderson	R	2/25/2021		5,000.00CR	042323	5,000.00
01977	Gilmore & Bell, P.C. I-8044332	Legal Services Fee SRF	R	2/25/2021		124.00CR	042324	124.00
01990	Dale Brothers, Inc. I-17378	Salt/sand mix	R	2/25/2021		2,369.00CR	042325	2,369.00
02018	Ace ImageWear I-1054450	Shop rags, soap, towels	R	2/25/2021		65.14CR	042326	65.14
02054	Matthew Chapman I-Feb Exp Rpt	Julian Donation	R	2/25/2021		50.00CR	042327	50.00
02190	Knapheide I-KCS82784	1 cs Meyers oil for Snow Plows	R	2/25/2021		74.00CR	042328	74.00
02411	Victor L. Phillips Co. I-PSO038127-1	Hydraulic filters for backhoe	R	2/25/2021		194.98CR	042329	194.98
02530	Government Finance Officers Association-National I-2115626	2021 Membership - M Chapman	R	2/25/2021		170.00CR	042330	170.00
02531	City Wide Maintenance I-32001012242	March janitorial	R	2/25/2021		450.00CR	042331	450.00

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A / P CHECK REGISTER

PAGE: 3

PACKET: 07172 Regular Payments 3/2/21 B

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
02591	ProServ I-223459	Small Admin copier overage	R	2/25/2021		10.99CR	042332	10.99
02805	IBTS I-KCU1-PARK-0121	Plan Review fees	R	2/25/2021		4,200.00CR	042333	4,200.00
02832	Confluence, Inc. I-20352	January Master Plan update	R	2/25/2021		7,375.00CR	042334	7,375.00
02883	FNF Petroleum I-7997	420 gallons diesel fuel	R	2/25/2021		871.06CR	042335	871.06
02889	Ethan McMillen I-2-10-21	Tuition reimbursement	R	2/25/2021		375.00CR	042336	375.00

PACKET: 07172 Regular Payments 3/2/21 B

VENDOR SET: 01

*** DRAFT/OTHER LISTING ***

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
01614	KCPL / EVERGY							
	I-Feb 21	Electricity due Feb	D	2/25/2021		33,527.58CR	000722	33,527.58
02522	Wex Bank PO BOX 6293							
	I-69896091	Phillips fuel - PD	D	2/25/2021		1,792.77CR	000723	1,792.77

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	32	0.00	35,914.24	35,914.24
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	2	0.00	35,320.35	35,320.35
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	34	0.00	71,234.59	71,234.59

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

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A / P CHECK REGISTER

PAGE: 5

PACKET: 07172 Regular Payments 3/2/21 B

VENDOR SET: 01

*** DRAFT/OTHER LISTING ***

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
10	2/2021	40,432.54CR
30	2/2021	4,519.19CR
40	2/2021	26,282.86CR
=====		
ALL		71,234.59CR

2/19/2021 10:49 AM

A / P CHECK REGISTER

PAGE: 1

PACKET: 07164 Regular Payments Reissue

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
02847	Dr. Craig Marshall, DDS							
	I-Easement	Tract 20 Marshall Rt 9 Easemen	R	2/19/2021		3,200.00CR	042301	3,200.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	3,200.00	3,200.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	3,200.00	3,200.00

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 07164 Regular Payments Reissue

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
95	2/2021	3,200.00CR
ALL		3,200.00CR

2/23/2021 3:13 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 07166 Regular Payments 3/2/21

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
02309	BOKE, N.A.							
	I-PKVLLMOS20A 21	Brush Creek GO Bond Agent Fee	R	2/23/2021		150.00CR	042302	
	I-PKVLLMOS20B 21	Brink Meyer GO Bond Agent Fee	R	2/23/2021		150.00CR	042302	300.00
02350	BOKE NA							
	I-PARKVILLEMOB21	Brink Meyer GO Bond - P&I pmt	R	2/23/2021		225,143.75CR	042303	
	I-PKVLLMOS14A 21	Brush Creek GO Bond - P&I pmt	R	2/23/2021		315,418.75CR	042303	540,562.50
02469	Clayton Holdings, LLC							
	I-4347	City Admin Building (9/20-3/21	R	2/23/2021		411,606.95CR	042304	411,606.95

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	3	0.00	952,469.45	952,469.45
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	3	0.00	952,469.45	952,469.45

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

2/23/2021 3:13 PM

A / P CHECK REGISTER

PAGE: 2

PACKET: 07166 Regular Payments 3/2/21

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
22	2/2021	411,606.95CR
23	2/2021	315,568.75CR
24	2/2021	225,293.75CR
=====		
ALL		952,469.45CR

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A / P CHECK REGISTER

PAGE: 1

PACKET: 07170 Federal Withholdings - 2/26/21

VENDOR SET: 01

*** DRAFT/OTHER LISTING ***

BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
00044	Park Bank							
	I-T1 202102254330	Federal Withholding	D	2/26/2021		9,688.97CR	000721	
	I-T3 202102254330	FICA W/H	D	2/26/2021		11,909.94CR	000721	
	I-T4 202102254330	Medicare W/H	D	2/26/2021		2,785.38CR	000721	24,384.29

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	24,384.29	24,384.29
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	24,384.29	24,384.29

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

2/25/2021 9:48 AM

A / P CHECK REGISTER

PAGE: 2

PACKET: 07170 Federal Withholdings - 2/26/21

VENDOR SET: 01

*** DRAFT/OTHER LISTING ***

BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
10	2/2021	24,133.11CR
30	2/2021	251.18CR
=====		
ALL		24,384.29CR

ITEM 4.A.

For 3/2/2021

Board of Aldermen Meeting

CITY OF PARKVILLE Policy Report

Date: February 22, 2021

Prepared By:

Melissa McChesney, City Clerk

Reviewed By:

Joe Parente, City Administrator

ISSUE:

Approve the first reading of an ordinance to amend Parkville Municipal Code Section 215.240 to extend the dates that fireworks can be sold (Administration)

BACKGROUND:

On February 2, 2021, the Board of Aldermen directed staff to draft an ordinance to extend the dates that fireworks can be sold in Parkville based on feedback received by Alderman Wassmer from a business owner who asked that the City be less restrictive. The Municipal Code currently allows fireworks to be sold and discharged July 1-5.

The original fireworks code was adopted in 1991 and has been subsequently amended over the years. City staff reached out to the other businesses that have had fireworks tents in Parkville over the past five years. Each was asked for feedback on being able to sell fireworks seven days prior to July 4th, including July 4th, and not selling on July 5th. One business responded and said they preferred the changes; the other business did not respond.

The proposed text amendment includes extending the dates of fireworks sales, but will not make any changes to when fireworks can be discharged.

BUDGET IMPACT:

With the exception of the cost of codification, there is no budgetary impact.

ALTERNATIVES:

1. Approve the first reading of an ordinance to extend the dates that fireworks can be sold.
2. Approve the first reading of an ordinance, subject to changes from the Board of Aldermen.
3. Postpone the item.
4. Do not approve the item.

FINANCE COMMITTEE RECOMMENDATION:

The item was not presented to the Finance Committee, but is being taken directly to the Board of Aldermen for consideration.

STAFF RECOMMENDATION:

Staff recommends adopting an ordinance to amend Parkville Municipal Code Section 215.420 extending the dates that fireworks can be sold.

POLICY:

The Board of Aldermen must approve all changes to the City's Municipal Code by ordinance.

SUGGESTED MOTION:

I move to approve Bill No. _____, an ordinance amending Parkville Municipal Code Section 215.420 to extend the dates of fireworks sales, on first reading and postpone the second reading to March 16, 2021.

ATTACHMENTS:

1. Ordinance

AN ORDINANCE AMENDING PARKVILLE MUNICIPAL CODE CHAPTER 215, SECTION 215.420 TO EXTEND THE DATES OF FIREWORKS SALES

WHEREAS, the Board of Aldermen adopted Ordinance No. 1225 on May 21, 1991, allowing the sale, offer for sale, expose for sale, use, possess, discharge or explode any fireworks within the Parkville city limits and was subsequently amended by Ordinance No. 1905 on September 19, 2000; Ordinance No. 2479 on April 21, 2009; and Ordinance No. 2573 on March 1, 2011; and

WHEREAS, the Board of Aldermen desires to update the dates that fireworks sales are allowed to seven days prior to July 4, including July 4; and

WHEREAS, the dates that fireworks can be discharged will remain unchanged; and

WHEREAS, to allow the extended sale dates for fireworks Parkville Municipal Code Section 215.420 must be amended.

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

SECTION 1. Parkville Municipal Code Chapter 215, Section 215.420 is hereby amended to read as follows:

- B. No person shall within the City sell, offer for sale, or expose for sale any fireworks of any class except on the following dates and times. June 28, June 29, June 30, July 1, July 2 and July 3 between 10:00 a.m. and 10:00 p.m. On July 4 between 10:00 a.m. and 12:00 a.m. (Midnight).
- C. No person shall within the City use, possess, discharge or explode any fireworks of any class except on the following dates and times. July 1, July 2, July 3 and July 5 between 10:00 a.m. and 10:00 p.m. On July 4 between 10:00 a.m. and 12:00 a.m. (Midnight). In addition, authorized fireworks may be discharged or exploded from 9:00 p.m. on December 31 until 1:00 a.m. on January 1.
- D. Subsections (A), (B) and (C) shall not apply to the sale or use of fireworks for pyrotechnic displays presented by any civic group which has first obtained a permit for such display from the Board of Aldermen. This permit shall be granted subject to the granting of a permit from the State Fire Marshal.

SECTION 2. Parkville Municipal Code Section 215.420, Subsection A will remain unchanged.

SECTION 3. The text in the existing Parkville Municipal Code Section 215.420, Subsections D and E will be unchanged, but Subsection D will become Subsection E and Subsection E will become Subsection F.

SECTION 3. This ordinance shall be effective immediately upon its passage and approval.

PASSED and APPROVED this 16th day of March 2021.

Mayor Nanette K. Johnston

ATTESTED:

City Clerk Melissa McChesney

ITEM 4.B.

For 3/2/2021

Board of Aldermen Meeting

**CITY OF PARKVILLE
Policy Report**

Date: February 22, 2021

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Approve a construction agreement with Phillips Paving Co. for the 2021 Mill and Overlay Program (Public Works)

BACKGROUND:

Each year, the City programs money in the Capital Improvements Program (CIP) for street maintenance which typically includes curb and sidewalk repair, asphalt mill and overlay, pavement marking and cracksealing.

Each year, the Public Works Director and Director of Operations review the quality of each City street. These streets are rated according to a standard pavement rating system, with a rating of 1.0 (indicating newly constructed streets) to 10.0 (indicating streets that need to be completely replaced). Based on this rating system, City staff identifies areas in need of reconstruction which are prioritized in a long-range street maintenance plan. This plan is subject to change and will be updated annually based on re-prioritization from the annual street rating program, contract unit prices and budget available.

The 2021 Mill & Overlay Program includes areas in North National and South National and on Hamilton Street.

In January, the City released a bid request for the Mill & Overlay Program. The bid documents focused on milling, asphalt overlay, full depth pavement remediation and associated pavement marking. The bid documents included recycled asphalt in the material specification. There was a bid alternate included for virgin asphalt mix. In the past, staff has had success using the recycled mix, which provides overall cost savings.

On February 17, the City received responses from seven contractors. The bid tabulation is included as Attachment 1. Phillips Paving Co. was the low bidder, with a bid of \$198,054. Although the City has not worked with Phillips Paving before, staff will work directly with the contractor to make sure the project is constructed within the specifications.

BUDGET IMPACT:

The 2021 Transportation Fund (line item 40-520-04-85-00) includes \$250,000 for the Mill & Overlay Program. The low bidder was Phillips Paving Co, with a proposed bid of \$198,054.

The contract will be based on the unit prices of the mill and overlay. Staff will manage the work associated with the contract to keep the total contract within the budget.

ALTERNATIVES:

1. Approve the construction agreement with Phillips Paving Co. for the 2021 Mill & Overlay Program in the amount of \$198,054.
2. Provide further direction to staff related to the Mill & Overlay Program.
3. Do not authorize the construction agreement.
4. Postpone the item.

FINANCE COMMITTEE RECOMMENDATION:

At the meeting on February 22, 2021, the Finance Committee, by a vote of 5-0, recommended that the Board of Aldermen approve a construction agreement with Phillips Paving Co. for the 2021 Mill & Overlay Program in the amount of \$198,054.

STAFF RECOMMENDATION:

Staff recommends approval of the construction agreement with Phillips Paving Co. for the 2021 Mill & Overlay Program in the amount of \$198,054.

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 approve a construction agreement with Phillips Paving Co. for the 2021 Mill & Overlay Program in the amount of \$198,054.

ATTACHMENTS:

1. Bid Tabulation
2. Agreement

BID TABULATION

2021 Mill & Overlay Project
 Bid Opening Wednesday, February 17, 2021
 10:00 a.m., Public Works Conference Room

*Due to inclement weather, the bid opening was postponed until
 Thursday, February 18, 2021

PHILLIPS PAVING CO., INC. KCMO

<u>Description</u>	<u>Units</u>	<u>Unit price</u>	<u>Total item price</u>
2" Full Width, Edge, & Header Milling	23,500 Sq. Yds.	\$.90	\$21,150.00
2" Asphalt Overlay (Type III Recycled Surface Mix)	2,700 Tons	\$65.52	\$176,904.00
<u>TOTAL</u>			<u>\$198,054.00</u>
<u>ALTERNATE BID PRICING FOR FULL DEPTH PATCHING 8"</u>			
<u>Description</u>		<u>Unit Price</u>	<u>Total Item Price</u>
Full Depth Asphalt Removal	250 Sq. Yds.	\$18.09	\$4,522.50
Full Depth Asphalt Patching	125 Tons	\$97.16	\$12,145.00
<u>ALTERNATE BID PRICING FOR VIRGIN MIX ASPHALT</u>	Per Ton	\$71.94	

J.M. FAHEY CONST. CO., GRANDVIEW, MO

<u>Description</u>	<u>Units</u>	<u>Unit price</u>	<u>Total item price</u>
2" Full Width, Edge, & Header Milling	23,500 Sq. Yds.	\$1.70	\$39,950.00
2" Asphalt Overlay (Type III Recycled Surface Mix)	2,700 Tons	\$64.25	\$173,475.00
<u>TOTAL</u>			<u>\$213,425.00</u>
<u>ALTERNATE BID PRICING FOR FULL DEPTH PATCHING 8"</u>			
<u>Description</u>		<u>Unit Price</u>	<u>Total Item Price</u>
Full Depth Asphalt Removal	250 Sq. Yds.	\$21.00	\$5,250.00
Full Depth Asphalt Patching	125 Tons	\$65.00	\$8,125.00
<u>ALTERNATE BID PRICING FOR VIRGIN MIX ASPHALT</u>	Per Ton	\$70.00	

WILL PAV, INC., SUGAR CREEK, MO

<u>Description</u>	<u>Units</u>	<u>Unit price</u>	<u>Total item price</u>
2" Full Width, Edge, & Header Milling	23,500 Sq. Yds.	\$1.94	\$45,590.00
2" Asphalt Overlay (Type III Recycled Surface Mix)	2,700 Tons	\$66.15	\$178,605.00
<u>TOTAL</u>			<u>\$224,195.00</u>
<u>ALTERNATE BID PRICING FOR FULL DEPTH PATCHING 8"</u>			
<u>Description</u>		<u>Unit Price</u>	<u>Total Item Price</u>
Full Depth Asphalt Removal	250 Sq. Yds.	\$24.80	\$6,200.00
Full Depth Asphalt Patching	125 Tons	\$92.00	\$11,500.00
<u>ALTERNATE BID PRICING PER TON FOR VIRGIN MIX ASPHALT</u>		\$13,770.00	

METRO ASPHALT, INC., INDEPENDENCE, MO

<u>Description</u>	<u>Units</u>	<u>Unit price</u>	<u>Total item price</u>
2" Full Width, Edge, & Header Milling	23,500 Sq. Yds.	\$2.36	\$55,460.00
2" Asphalt Overlay (Type III Recycled Surface Mix)	2,700 Tons	\$66.50	\$179,550.00
<u>TOTAL</u>			<u>\$235,010.00</u>
<u>ALTERNATE BID PRICING FOR FULL DEPTH PATCHING 8"</u>			
<u>Description</u>		<u>Unit Price</u>	<u>Total Item Price</u>
Full Depth Asphalt Removal	250 Sq. Yds.	\$25.00	\$6,250.00
Full Depth Asphalt Patching	125 Tons	\$95.00	\$11,875.00
ALTERNATE BID PRICING PER TON FOR VIRGIN MIX ASPHALT		\$78.50	

SUPERIOR BOWEN ASPHALT CO., LLC, KCMO

<u>Description</u>	<u>Units</u>	<u>Unit price</u>	<u>Total item price</u>
2" Full Width, Edge, & Header Milling	23,500 Sq. Yds.	\$2.20	\$51,700.00
2" Asphalt Overlay (Type III Recycled Surface Mix)	2,700 Tons	\$68.00	\$183,600.00
<u>TOTAL</u>			<u>\$235,300.00</u>
<u>ALTERNATE BID PRICING FOR FULL DEPTH PATCHING 8"</u>			
<u>Description</u>		<u>Unit Price</u>	<u>Total Item Price</u>
Full Depth Asphalt Removal	250 Sq. Yds.	\$10.00	\$2,500.00
Full Depth Asphalt Patching	125 Tons	\$240.00	\$30,000.00
ALTERNATE BID PRICING PER TON FOR VIRGIN MIX ASPHALT		\$77.50	

AMINO BROS. CO., INC., KCKS

<u>Description</u>	<u>Units</u>	<u>Unit price</u>	<u>Total item price</u>
2" Full Width, Edge, & Header Milling	23,500 Sq. Yds.	\$2.15	\$50,525.00
2" Asphalt Overlay (Type III Recycled Surface Mix)	2,700 Tons	\$78.00	\$210,600.00
<u>TOTAL</u>			<u>\$261,125.00</u>
<u>ALTERNATE BID PRICING FOR FULL DEPTH PATCHING 8"</u>			
<u>Description</u>		<u>Unit Price</u>	<u>Total Item Price</u>
Full Depth Asphalt Removal	250 Sq. Yds.	\$55.70	\$13,925.00
Full Depth Asphalt Patching	125 Tons	\$74.10	\$9,262.50
ALTERNATE BID PRICING PER TON FOR VIRGIN MIX ASPHALT		\$90.50	

LITTLE JOE'S ASPHALT

<u>Description</u>	<u>Units</u>	<u>Unit price</u>	<u>Total item price</u>
2" Full Width, Edge, & Header Milling	23,500 Sq. Yds.	\$2.00	\$47,000.00
2" Asphalt Overlay (Type III Recycled Surface Mix)	2,700 Tons	\$73.40	\$198,180.00
<u>TOTAL</u>			<u>Bid Total (Math Error) \$280,555.00 Corrected Total \$245,180.00</u>
<u>ALTERNATE BID PRICING FOR FULL DEPTH PATCHING 8"</u>			
<u>Description</u>		<u>Unit Price</u>	<u>Total Item Price</u>
Full Depth Asphalt Removal	250 Sq. Yds.	\$54.00	\$13,500.00
Full Depth Asphalt Patching	125 Tons	\$175.00	\$21,875.00
ALTERNATE BID PRICING PER TON FOR VIRGIN MIX ASPHALT		\$21,500.00	

(*) Recommended Award of Purchase

CITY OF PARKVILLE, MO

**AGREEMENT BETWEEN CITY OF PARKVILLE
AND CONTRACTOR
FOR
2021 MILL AND OVERLAY PROGRAM**

This agreement is made and entered into this **2nd day of March, 2021**, by and between the City of Parkville, Missouri, (hereinafter the "City") and **Phillips Paving Co., Inc.** (hereinafter the "Contractor").

WITNESSETH:

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and evaluated the Bids submitted, and as a result of this process has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly selected the Contractor for award of a contract therefor upon the terms and conditions set forth in this Agreement for the sum or sums stated below.

WHEREAS, the City has caused to be prepared, in accordance with the law, Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other documents as identified below and as further defined in the General Conditions(collectively referred to as "the Contract Documents"), for the work therein described, and has approved and adopted these said Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for furnishing construction materials, labor, tools, equipment and transportation necessary for, and in connection with, the construction of public improvements in accordance with the terms of this Agreement; and

WHEREAS, the Contractor, in response to the advertisement, has submitted to the City, in the manner and at the time specified, a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and evaluated the Bids submitted, and as a result of this evaluation has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly selected the Contractor for award of a contract therefor upon the terms and conditions set forth in this Agreement for the sum or sums set forth below.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors and the Contractor for itself, , its, successors and assigns, as follows:

ARTICLE I. The Contractor will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work designated, described and required by the Contract Documents,

23,500 square yards 2" Full Width, Edge & Header Milling
2,700 tons of 2" Asphalt Overlay (Type III Recycled Surface Mix)

<u>Description</u>	<u>Units</u>	<u>Unit price</u>	<u>Total item price</u>
2" Full Width, Edge, & Header Milling	23,500 Sq. Yds.	\$.90	\$21,150.00
2" Asphalt Overlay (Type III Recycled Surface Mix)	2,700 Tons	\$65.52	\$176,904.00
<u>TOTAL</u>			<u>\$198,054.00</u>
<u>ALTERNATE BID PRICING FOR FULL DEPTH PATCHING 8"</u>			
<u>Description</u>		<u>Unit Price</u>	<u>Total Item Price</u>
Full Depth Asphalt Removal	250 Sq. Yds.	\$18.09	\$4,522.50
Full Depth Asphalt Patching	125 Tons	\$97.16	\$12,145.00
<u>ALTERNATE BID PRICING FOR VIRGIN MIX ASPHALT</u>	Per Ton	\$71.94	

Work Timeframe:

The work will commence once the City issues a notice-to-proceed and the Board of Aldermen have approved the contract. This is a 90 calendar day project from Notice to Proceed.

Sequence of Work:

The Contractor shall sequence work in such a way as to minimize disruptions to the general public. Work hours shall be restricted to 7 a.m. to 5 p.m. Monday-Friday unless approved otherwise. Flyers shall be hand delivered to all affected residents with information about when the work will be done, what the work involves, who is completing the work, and a contact person for questions. Two sets of flyers shall be completed, one at the beginning of the project with the estimated timeframe and another at least 24 hours in advance of work.

Environmental and Safety Requirements:

The project shall comply with all local, state, and federal regulations, including but not limited to EPA, OSHA, and Missouri clean water and clean air requirements.

Material & Construction Specifications:

The material and construction shall follow the KC-APWA specifications as currently adopted. The asphalt shall be, APWA Type III, Recycled Asphalt Surface Mix. The City will provide and pay for material testing by a third party. Construction shall follow current KC-APWA standards.

Traffic Control:

Traffic Control shall meet all requirements as outlined in the current edition of the Manual for Uniform Traffic Control devices (MUTCD). Traffic control shall be considered subsidiary to

other bid items. Any work not specifically outlined, but required shall be considered subsidiary to other bid items.

all in accordance with the Contract Documents, on file with the City Clerk of Parkville, Missouri, all of which are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Missouri and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. The City shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of **ONE HUNDRED NINETY EIGHT THOUSAND AND FIFTY FOUR DOLLARS AND NO/100 (\$198,054.00)** (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

ARTICLE III. The contractor shall commence work upon the date stated in the Notice to Proceed and will complete all work by this Contract by 90 days. Time is of the essence. Accordingly, liquidated damages shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in the amount of \$100.00 for each and every calendar day the work remains incomplete over the specified completion time.

ARTICLE IV. This Agreement shall not become effective, nor shall Contractor commence any work hereunder, until the City has received, and approved, the Certificate of Insurance and Additional Insured-and Notice of Cancellation Endorsements, the fully executed Performance and Payment Bonds with Powers of Attorney, and the list of proposed Subcontractors from Contractor.

ARTICLE V. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Missouri.

ARTICLE VI: The following documents are made part of this agreement by reference:

Exhibit A	General Conditions of the Contract
Exhibit A-1	Special Conditions of the Contract
Exhibit B-1	Performance Bond
Exhibit B-2	Payment Bond
Exhibit B-3	Maintenance Bond
Exhibit C	Project Scope
Exhibit D	Specifications included in Project Scope
Exhibit E	Contractor's Affidavit Acknowledging Federal Lobbying Activities and Conflict of Interest Prohibition
Exhibit F	Sales tax exemption documentation forms
Exhibit G	Contractor's Affidavit of Compliance with Non-Discrimination and Equal Employment Opportunity Laws
Exhibit H	Affidavit of Compliance with Safety Training Requirements (§292.675 R.S. Mo.)
Exhibit I	Affidavit of Compliance with R.S. Mo §285.530.6
Exhibit J-1	Applicable Missouri Prevailing Wage Rates - Applicable for Contracts Exceeding \$75,000
Exhibit J-2	Prevailing Wage Rate Reporting Form – Applicable for Contracts Exceeding \$75,000
Exhibit J-3	Certification of Compliance with Prevailing Wage Requirements - Applicable for Contracts Exceeding \$75,000
Exhibit K	Insurance Requirements
Exhibit L	Bill of Sale
Exhibit M	Bailment Agreement
Exhibit N	Conditional Partial Waiver of Lien and Release of Claims
Exhibit O	Conditional Final Waiver of Lien and Release of Claims
	Certificate of Substantial Completion
	Certificate of Final Completion
	Construction Change Directive
	Change Order

WITNESS WHEREOF, the City of Parkville, Missouri, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed this contract in the prescribed form and manner, the day and year first above written.

CITY OF PARKVILLE, MISSOURI

By: _____
Nanette K. Johnston,

Title: Mayor

ATTEST:

Melissa McChesney, City Clerk

PHILLIPS PAVING CO., INC.

By _____

(SEAL)

Title _____

(If the Contract is not executed by the President of the Corporation or general partner of the partnership, please provide documentation, which authorizes the signatory to bind the corporation or partnership. If a corporation, Contractor shall furnish the City a current certificate of good standing, dated within ten (10) days of the date of this Contract.)

**CITY OF PARKVILLE
Policy Report**

Date: February 22, 2021

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Approve a construction agreement with Phillips Paving Co. for the 2021 Curb and Sidewalk Program (Public Works)

BACKGROUND:

Each year, the City programs money in the Capital Improvements Program for street maintenance that typically includes curb and sidewalk repair, asphalt mill and overlay, pavement marking and cracksealing.

The primary curb replacement areas will be the areas identified in the mill and overlay program. The secondary curb replacement areas are included on a priority list maintained by the Director of Operations.

In January, the City released a bid request for the curb and sidewalk program. The bid documents focused on the removal and replacement of approximately 1,600 feet of CG-2, which is the standard style of curb in most subdivisions. In an effort to lock in unit prices for CG-1 curb, staff requested those unit prices separately. Since this contract is under \$75,000, it is not required to follow prevailing wage regulations; this information was included in the bid document.

On February 17, the City received responses from five contractors. The bid tabulation is included as Attachment 1. Phillips Paving Co. provided the lowest bid, in the amount of \$47,898; however, their bid package did not include a bid bond. Phillips Paving provided a letter in their bid package from their insurance carrier stating that the company was in good standing and bonds would be provided if necessary. The company did provide the required bid bond the following day, one day after the bids were due. Staff consulted with the City's legal counsel. The bid documents clearly state that a bid bond is required. However, there is a statement in the bid documents that the City "reserves the right to waive any irregularities and may reject any or all bids. No bids will be accepted until approved by the Board of Aldermen".

Based on additional information received from the City's legal counsel, it was determined that the Board of Aldermen could waive this bid irregularity. The contractor provided the initial letter from their insurance carrier and submitted the necessary documentation.

Although the City has not worked with Phillips Paving before, staff will work directly with the contractor to make sure the project is constructed within the specifications.

BUDGET IMPACT:

The 2021 Transportation Fund (line item 40-520-04-85-00) includes \$50,000 for the Curb & Sidewalk Program. The low bidder was Phillips Paving Co. with a proposed bid of \$47,898.

ALTERNATIVES:

1. Approve the construction agreement with Phillips Paving Co. for the 2021 Curb & Sidewalk Program in the amount of \$47,898.
2. Provide further direction to staff related to the Curb & Sidewalk Program.
3. Do not authorize the construction agreement.
4. Postpone the item.

FINANCE COMMITTEE RECOMMENDATION:

At the meeting on February 22, 2021, the Finance Committee, by a vote of 5-0, recommended that the Board of Aldermen approve a construction agreement with Phillips Paving Co. for the 2021 Curb and Sidewalk Program in the amount of \$47,898.

STAFF RECOMMENDATION:

Staff recommends approval of the construction agreement with Phillips Paving Co. for the 2021 Curb & Sidewalk Program.

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 approve a construction agreement with Phillips Paving Co. for the 2021 Curb and Sidewalk Program in the amount of \$47,898.

ATTACHMENTS:

1. Bid Tabulation
2. Agreement

BID TABULATION

2021 Curb & Sidewalk Project

Bid Opening Wednesday, February 17, 2021

10:35 a.m., Public Works Conference Room

***Due to inclement weather, the bid opening was postponed until
Thursday, February 18, 2021**

PHILLIPS PAVING CO., INC., KCMO

<u>Description</u>	<u>Units</u>	<u>Unit price</u>	<u>Total item price</u>
CG-1 Concrete Curb Removal and Replacement	200 Lineal Ft.	\$26.61	\$5,322.00
CG-2 Concrete Curb Removal and Replacement	1,600 Lineal Ft.	\$26.61	\$42,576.00
Total			\$47,898.00
4' Concrete Sidewalk Removal and Replacement	Per Square Yd.	\$30.80	N/A

TERRY SNELLING CONSTRUCTION INC., INDEPENDENCE, MO

<u>Description</u>	<u>Units</u>	<u>Unit price</u>	<u>Total item price</u>
CG-1 Concrete Curb Removal and Replacement	200 Lineal Ft.	\$32.90	\$6,580.00
CG-2 Concrete Curb Removal and Replacement	1,600 Lineal Ft.	\$30.25	\$48,400.00
Total			\$54,980.00
4' Concrete Sidewalk Removal and Replacement	Per Square Yd.	\$72.00	N/A

J.D. BISHOP CONSTRUCCION LLC, CHILLICOTHE, MO

<u>Description</u>	<u>Units</u>	<u>Unit price</u>	<u>Total item price</u>
CG-1 Concrete Curb Removal and Replacement	200 Lineal Ft.	\$35.00	\$7,000.00
CG-2 Concrete Curb Removal and Replacement	1,600 Lineal Ft.	\$35.00	\$56,000.00
Total			\$117,980.00
4' Concrete Sidewalk Removal and Replacement	Per Square Yd.	\$10.00	N/A

METRO ASPHALT, INC., INDEPENDENCE, MO

<u>Description</u>	<u>Units</u>	<u>Unit price</u>	<u>Total item price</u>
CG-1 Concrete Curb Removal and Replacement	200 Lineal Ft.	\$31.50	\$6,300.00
CG-2 Concrete Curb Removal and Replacement	1,600 Lineal Ft.	\$31.50	\$50,400.00
Total			\$174,680.00
4' Concrete Sidewalk Removal and Replacement	Per Square Yd.	\$81.00	N/A

JULIUS KAAZ CONSTRUCTION CO., INC., LEAVENWORTH, KS

<u>Description</u>	<u>Units</u>	<u>Unit price</u>	<u>Total item price</u>
CG-1 Concrete Curb Removal and Replacement	200 Lineal Ft.	\$60.00	\$12,000.00
CG-2 Concrete Curb Removal and Replacement	1,600 Lineal Ft.	\$54.50	\$87,200.00
Total			\$99,200.00
4' Concrete Sidewalk Removal and Replacement	Per Square Yd.	\$125.00	N/A

(*) Recommended Award of Purchase

CITY OF PARKVILLE, MO
AGREEMENT BETWEEN CITY OF PARKVILLE
AND CONTRACTOR
FOR
2021 CONCRETE CURB AND SIDEWALK REPAIR

This agreement is made and entered into this 2nd day of March, 2021, by and between the City of Parkville, Missouri, (hereinafter the "City") and **Phillips Paving Co., Inc.** (hereinafter the "Contractor").

WITNESSETH:

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and evaluated the Bids submitted, and as a result of this process has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly selected the Contractor for award of a contract therefor upon the terms and conditions set forth in this Agreement for the sum or sums stated below.

WHEREAS, the City has caused to be prepared, in accordance with the law, Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other documents as identified below and as further defined in the General Conditions(collectively referred to as "the Contract Documents"), for the work therein described, and has approved and adopted these said Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for furnishing construction materials, labor, tools, equipment and transportation necessary for, and in connection with, the construction of public improvements in accordance with the terms of this Agreement; and

WHEREAS, the Contractor, in response to the advertisement, has submitted to the City, in the manner and at the time specified, a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and evaluated the Bids submitted, and as a result of this evaluation has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly selected the Contractor for award of a contract therefor upon the terms and conditions set forth in this Agreement for the sum or sums set forth below.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors and the Contractor for itself, , its, successors and assigns, as follows:

ARTICLE I. The Contractor will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work designated, described and required by the Contract Documents,

1,800 lineal feet of CG-1 and CG-2 Curb & Gutter Removal and Replacement

<u>Description</u>	<u>Units</u>	<u>Unit price</u>	<u>Total item price</u>
CG-1 Concrete Curb Removal and Replacement	200 Lineal Ft.	\$26.61	\$5,322.00
CG-2 Concrete Curb Removal and Replacement	1,600 Lineal Ft.	\$26.61	\$42,576.00
Total			\$47,898.00
4' Concrete Sidewalk Removal and Replacement	Per Square Yd.	\$30.80	N/A

Work Timeframe:

The work will commence once the City issues a notice-to-proceed and the Board of Aldermen have approved the contract. This is a 60 calendar day project from Notice to Proceed.

Sequence of Work:

The Contractor shall sequence work in such a way as to minimize disruptions to the general public. Work hours shall be restricted to 7 a.m. to 5 p.m. Monday-Friday unless approved otherwise. Flyers shall be hand delivered to all affected residents with information about when the work will be done, what the work involves, who is completing the work, and a contact person for questions. Two sets of flyers shall be completed, one at the beginning of the project with the estimated timeframe and another at least 24 hours in advance of work.

Environmental and Safety Requirements:

The project shall comply with all local, state, and federal regulations, including but not limited to EPA, OSHA, and Missouri clean water and clean air requirements.

Material & Construction Specifications:

The material and construction shall follow the KC-APWA specifications as currently adopted. The concrete shall be MCIB Mix No WA 610-1-4 (4500psi, 3" max. slump, 1" max coarse aggregate size). All concrete shall be cured using an approved curing compound and shall be applied liberally. The City will provide and pay for material testing by a third party. Construction shall follow current KC-APWA standards.

Concrete Caulk (MP1) shall be applied on all expansion joints where the curb meets the driveway.

Sidewalk and sidewalk ramp repairs shall conform to ADA Standards.

Traffic Control:

Traffic Control shall meet all requirements as outlined in the current edition of the Manual for Uniform Traffic Control devices (MUTCD). Traffic control shall be considered subsidiary to other bid items. Any work not specifically outlined, but required shall be considered subsidiary to other bid items.

all in accordance with the Contract Documents, on file with the City Clerk of Parkville, Missouri, all of which are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Missouri and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. The City shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of **FORTY SEVEN THOUSAND EIGHT HUNDRED NINETY EIGHT DOLLARS AND NO/100 (\$47,898.00)** (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

ARTICLE III. The contractor shall commence work upon the date stated in the Notice to Proceed and will complete all work by this Contract by 60 days. Time is of the essence. Accordingly, liquidated damages shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in the amount of \$100.00 for each and every calendar day the work remains incomplete over the specified completion time.

ARTICLE IV. This Agreement shall not become effective, nor shall Contractor commence any work hereunder, until the City has received, and approved, the Certificate of Insurance and Additional Insured-and Notice of Cancellation Endorsements, the fully executed Performance and Payment Bonds with Powers of Attorney, and the list of proposed Subcontractors from Contractor.

ARTICLE V. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Missouri.

ARTICLE VI: The following documents are made part of this agreement by reference:

Exhibit A	General Conditions of the Contract
Exhibit A-1	Special Conditions of the Contract
Exhibit B-1	Performance Bond
Exhibit B-2	Payment Bond
Exhibit B-3	Maintenance Bond
Exhibit C	Scope of Project
Exhibit D	Not Applicable
Exhibit E	Contractor's Affidavit Acknowledging Federal Lobbying Activities and Conflict of Interest Prohibition
Exhibit F	Sales tax exemption documentation forms
Exhibit G	Contractor's Affidavit of Compliance with Non-Discrimination and Equal Employment Opportunity Laws
Exhibit H	Affidavit of Compliance with Safety Training Requirements (§292.675 R.S. Mo.)
Exhibit I	Affidavit of Compliance with R.S. Mo §285.530.6
Exhibit J-1	Applicable Missouri Prevailing Wage Rates if Project Total Exceeds \$75,000
Exhibit J-2	Prevailing Wage Rate Reporting Form
Exhibit J-3	Certification of Compliance with Prevailing Wage Requirements
Exhibit K	Insurance Requirements
Exhibit L	Bill of Sale
Exhibit M	Bailment Agreement
Exhibit N	Conditional Partial Waiver of Lien and Release of Claims
Exhibit O	Conditional Final Waiver of Lien and Release of Claims
	Certificate of Substantial Completion
	Certificate of Final Completion
	Construction Change Directive
	Change Order

WITNESS WHEREOF, the City of Parkville, Missouri, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed this contract in the prescribed form and manner, the day and year first above written.

CITY OF PARKVILLE, MISSOURI

By: Nanette K. Johnston

Title: Mayor

ATTEST:

Melissa McChesney, City Clerk

PHILLIPS PAVING CO., INC.

By _____

(SEAL)

Title _____

(If the Contract is not executed by the President of the Corporation or general partner of the partnership, please provide documentation, which authorizes the signatory to bind the corporation or partnership. If a corporation, Contractor shall furnish the City a current certificate of good standing, dated within ten (10) days of the date of this Contract.)

**CITY OF PARKVILLE
Policy Report**

Date: February 24, 2021

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Approve the revised Watkins Park Master Plan (Public Works)

BACKGROUND:

In November 2016, the Board of Aldermen adopted the Parks Master Plan. Although the primary focus of the master plan was improvements to English Landing and Platte Landing parks, the study did address the need to upgrade the neighborhood parks, including Adams and Watkins parks located near Main Street.

The 2020 Capital Improvements Program (CIP) included funding available for improvements to Adams and Watkins parks. Based on additional discussions associated with this project, there was a desire to gain input from the residents who would utilize the parks and their amenities. Through a public engagement process that started in July 2020, Vireo drafted master plans for both neighborhood parks. They were reviewed by the Community Land & Recreation Board (CLARB) and adopted by the Board of Aldermen on November 3, 2020.

Watkins Park contains a vast green space that will remain. In the first phase, the parking lot will be relocated closer to the road, fencing will be used to better define the park, small playground, a loop trail will be installed around the perimeter, and shelter house will be relocated closer to the proposed parking area. The ultimate master plan will include upgrades to the playground area, upgraded shelter, resurfacing of the basketball courts, and enhancements to the stream corridor.

Since that time, staff has been finalizing the plans for the improvements. It appears that the grades in the area of the proposed parking lot are too high, so the parking area needs to be moved to the east slightly to better fit with the existing grade. Additional changes to the master plan were suggested by staff based on the new parking configuration, existing trail and proposed location of the shelter building. Staff worked directly with Vireo on these proposed changes so that the better fit with the overall vision of the park, as well as the existing features that will remain.

BUDGET IMPACT:

The 2021 CIP includes \$50,000 for improvements to Watkins Park. Staff submitted an outreach grant to Platte County to assist with funding the improvements.

ALTERNATIVES:

1. Approve the revised Watkins Park Master Plan.

2. Approve the revised plan, subject to changes by the Board of Alderme.
3. Do not approve the item.
4. Postpone this item.

FINANCE COMMITTEE RECOMMENDATION:

The item was not presented to the Finance Committee, but is being taken directly to the Board of Aldermen for consideration.

COMMUNITY LAND AND RECREATION BOARD RECOMMENDATION:

At the meeting on February 10, 2021, the Community Land and Recreation Board (CLARB), by a vote of 5-0, recommended that the Board of Aldermen approve the revised Watkins Park Master Plan as presented.

STAFF RECOMMENDATION:

Staff recommends the approval of the revised Watkins Park Master Plan to better fit with the existing grades and features in the park.

POLICY:

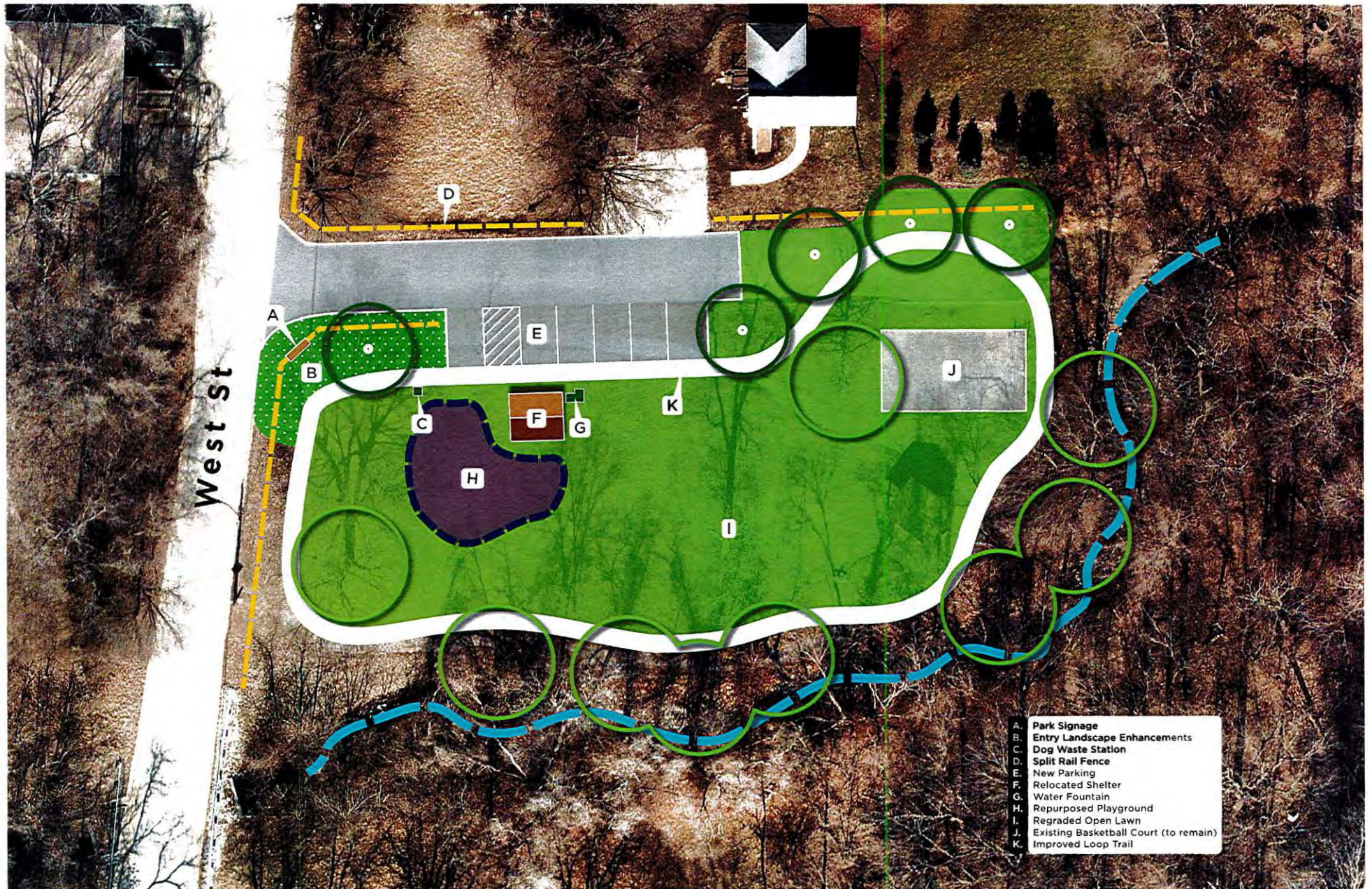
Parkville Municipal Code Section 150.050(A) directs CLARB to act in an advisory capacity to the Board of Aldermen to develop and administer a writer plan for the care, preservation, pruning, planting, replanting, and removal or disposition of trees and shrubs along streets and in other public areas.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

SUGGESTED MOTION:

I move to approve the revised Watkins Park Master Plan.

ATTACHMENTS:

1. Watkins Park Master Plan - Adopted 11/3/20
2. Revised Watkins Park Master Plan



WATKINS PARK
PARKVILLE, MO

PHASE I IMPROVEMENTS
SEPTEMBER 2020



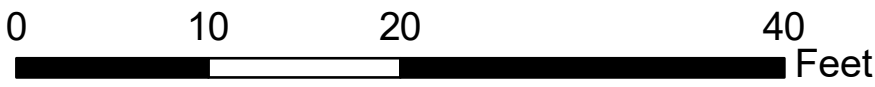
WATKINS PARK
PARKVILLE, MO

MATER PLAN
SEPTEMBER 2020



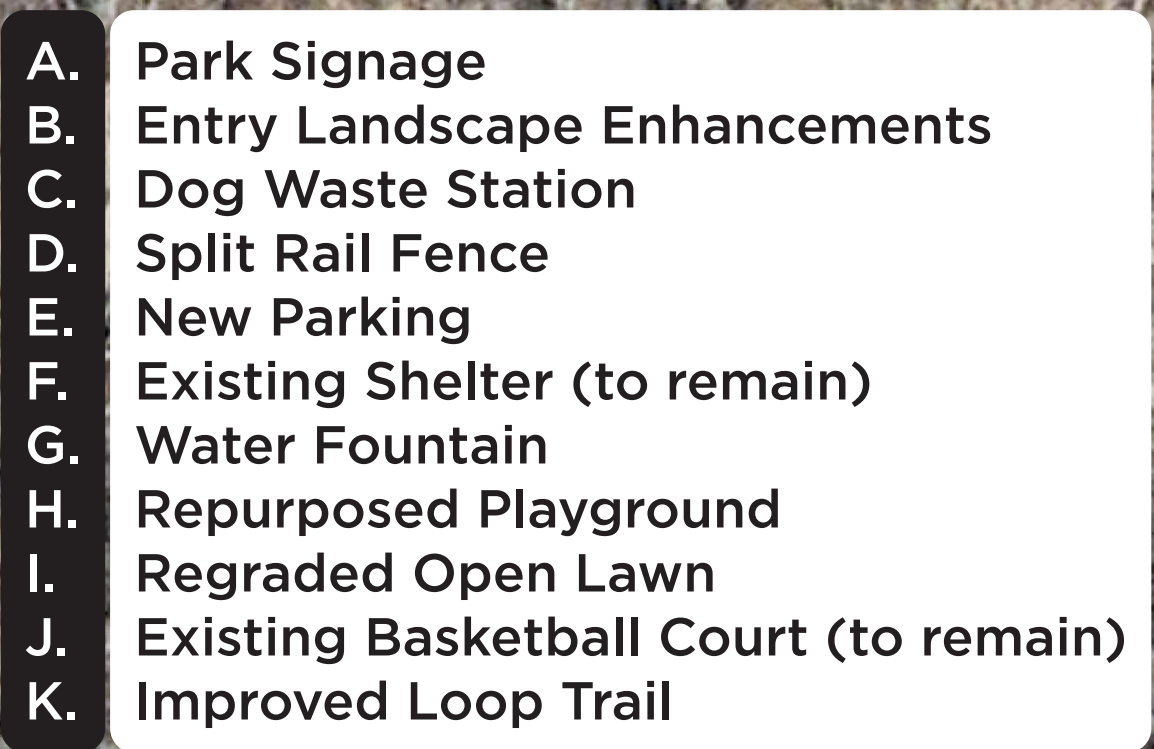
WATKINS PARK
PARKVILLE, MO

MATER PLAN
January 2021



- A. Park Signage
- B. Entry Landscape Enhancements
- C. Dog Waste Station
- D. Split Rail Fence
- E. New Parking
- F. New Shelter
- G. Water Fountain
- H. New Playground
- I. Bruce Watkins Historical Signage

- J. Stream Bank Erosion Control
- K. Regraded Open Lawn
- L. Porch Swing or Park Bench
- M. Bannekar School Historical Signage
- N. Fitness Stations
- O. Improved Basketball Court
- P. Improved Loop Trail
- Q. Stream Ecology Interpretive Signage



PHASE I IMPROVEMENTS

January 2021



**CITY OF PARKVILLE
Policy Report**

Date: February 25, 2021

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Approve a design concept for the Busch Drive roundabout in English Landing Park (Public Works)

BACKGROUND:

There is a traffic circle at the end of Busch Drive in English Landing Park and the area is in need of reconstruction. Staff contacted the landscape experts at Embassy Landscape to prepare a concept for the roundabout and they provided a video, which can be found at <https://youtu.be/fzojLB8-j5Y>. The design includes a 3-foot wall around the perimeter, with an 8-foot tall waterfall. There will be a curb between the wall along the street level.

BUDGET IMPACT:

The 2021 Parks Capital Improvement Program includes \$30,000 for the improvements to the roundabout in English Landing Park.

ALTERNATIVES:

1. Provide feedback to staff regarding the roundabout design.
2. Postpone this item.

FINANCE COMMITTEE RECOMMENDATION:

This item was not presented to the Finance Committee, but is being taken directly to the Board of Aldermen for consideration.

COMMUNITY LAND AND RECREATION BOARD RECOMMENDATION:

This item was presented to the Community Land and Recreation Board on January 13, 2021. CLARB provided positive feedback related to the roundabout design.

STAFF RECOMMENDATION:

Staff recommends moving forward with the design for the roundabout as proposed by Embassy Landscape.

POLICY:

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

SUGGESTED MOTION:

I move to authorize staff to proceed with the roundabout design.

ATTACHMENTS:

1. Roundabout Design



ITEM 4.F.

For 3/2/2021

Board of Aldermen Meeting

CITY OF PARKVILLE Policy Report

Date: March 1, 2021

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Accept the right-of-way and easements associated with the Route 9 at 6th Street improvements (Public Works)

BACKGROUND:

City staff has been working with George Butler Associates on the design for turn lane improvements to Route 9 at 6th Street. In order to install turn lanes, temporary construction easements and permanent right-of-way from Park University are necessary. The City worked with a negotiator to acquire the necessary easements and right-of-way, in accordance with grant funding requirements.

On September 17, 2019, the Board of Aldermen adopted an ordinance for acquiring property for public improvements; it also authorized the City Administrator or his designees to negotiate with the property owners.

The paperwork for the Park University easements and right-of-way have been fully executed. The payment for the permanent right-of-way and temporary construction easements for the various tracts totals \$22,075.

BUDGET IMPACT:

There will be a cost to record the easements with the Platte County Recorder of Deeds. There is capacity in the Projects Funds to cover the minimal cost for recording the easements. The Route 9 at 6th Street project budget has capacity to cover the payment associated with the value of the easement and right-of-way acquisition.

ALTERNATIVES:

1. Approve the execution of the right-of-way and easements for the Route 9 at 6th Street improvements.
2. Approve the execution of the right-of-way and easements, with changes as directed by the Board of Aldermen.
3. Do not approved the easement and right-of-way.
4. Postpone this item.

FINANCE COMMITTEE RECOMMENDATION:

The item was not presented to the Finance Committee, but is being taken directly to the Board of Aldermen for consideration.

STAFF RECOMMENDATION:

Staff recommends that the Board of Aldermen accept the right-of-way and easements associated with the Route 9 at 6th Street improvements.

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 accept the right-of-way and easements from Park University and remit payment in the amount of \$22,075 associated with the Route 9 at 6th Street improvements.

ATTACHMENTS:

1. Tract 2
2. Tract 7
3. Tract 8
4. Tract 9
5. Tract 12
6. Tract 13

**ACQUISITION AGREEMENT
CITY OF PARKVILLE, MO**

This agreement made and entered into this _____ day of _____, 2020, by and between **PARK UNIVERSITY**, hereinafter called the **Owner** and the **CITY OF PARKVILLE, MISSOURI**, hereinafter called the **City**.

1. In consideration of the conditions set forth in paragraphs 2 and 3 hereof, the **Owner** agrees to grant to the **City**, Right-of-Way and/or Easement(s) upon the following described tract of land:

See attached legal descriptions

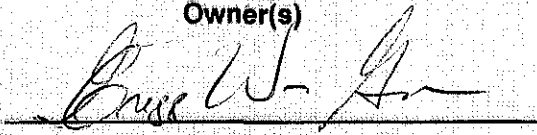
2. Upon delivery of the recorded executed grants on the City's standard form(s) the **City** agrees to pay the **Owner** the total sum of \$ 1,250 which is full compensation for the Right-of-Way and/or Easement(s) described in the attached documents.
3. Upon delivery of the recordable executed grants on the City's standard form, the **City** agrees to pay the **Owner** the total sum of \$ _____, which is full compensation for the cost to cure items described below:

4. It is agreed by the **Owner** that the money provided by the **City** for cost to cure items will serve as full consideration for their satisfaction of the cost to cure items and release the **City** from any further responsibility for, or **Owner's** objections to the same.
5. The undersigned **City** representative has approved this agreement as being reasonable, prudent, and in the public interest.
6. Total compensation to be paid by the **City** to the **Owner**:

Total Right-of-Way / Permanent Easement	\$1,040.00
Total Temporary Construction Easement	\$210.00
Total Cost to Cure	
TOTAL COMPENSATION DUE OWNER	\$1,250.00

Owner(s)

City of Parkville, MO



By: _____

Gregg Wm. Givens

Name: Alysen Abel

Type or Print Name

Title: Public Works Director

Date: _____

Type or Print Name

Project: Six at Park Intersection Project

Date: 2-5-2021

Address: 8700 NW River Park Dr.

Parkville, MO 64152

Phone No: (816) 584-6249

Title of Document: Temporary Construction Easement

Date of Document:

Grantor: Park University

Grantee: Parkville, Missouri

Mailing Address (Grantee): 8880 Clark Avenue, Parkville, Missouri

Legal description:

Temporary Construction Easement over part of Lot 1, SDX AT PARK, a subdivision of land in the City of Parkville, Platte County, Missouri, being more particularly described as follows:

COMMENCING at the Northwest corner of said Lot 1, said point also being at the intersection of the East Right-of-Way line of Route 9 and the South Right-of-Way line of Sixth Street, as both are now established; thence North 88°59'43" East, along said South Right-of-Way line, a distance of 14.42 feet, to the POINT OF BEGINNING; thence North 88°59'49" East, continuing along said South Right-of-Way line, a distance of 31.40 feet; thence South 00°00'17" East, departing said South Right-of-Way line, a distance of 3.00 feet; thence South 89°23'10" West, a distance of 38.22 feet; thence South 04°28'02" West, a distance of 82.17 feet; thence North 77°56'42" West, a distance of 5.88 feet; thence North 12°03'16" East, a distance of 7.02 feet; thence North 00°13'17" West, a distance of 70.92 feet; thence North 35°04'58" East, a distance of 24.85 feet, to the POINT OF BEGINNING, containing 1.068.05 square feet or 0.02 acres, more or less.

Tract 2

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made this 26 day of February, 2021 by and between, PARK UNIVERSITY, having an address of 8700 NW RIVER PARK DR, CMB #25, PARKVILLE MO 64152, owner of the property herein described, hereinafter known as the Grantor and party of the first part, and Parkville, Missouri, a political subdivision of the state of Missouri, hereinafter known as the Grantee and party of the second part.

GRANTEE'S ADDRESS: 8800 Clark Avenue, Parkville, Missouri 64152

WITNESSETH: Grantor, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION (\$1.00 & O.V.C.), to be paid by the City of Parkville, the receipt of which is hereby acknowledged, does by these presents convey, remise, release and quitclaim unto said party of the second part, the following described temporary construction easement in real estate in the County of Platte, State of Missouri, to wit:

Temporary Construction Easement:

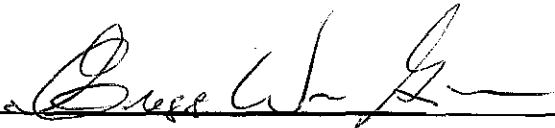
See attached Exhibits A and B

Grantor agrees not to obstruct or interfere with Grantee's use and enjoyment of the easement area granted hereunder by any means, including, without limitation, obstructing or interfering with the operation, maintenance or access to the street, roadway, thoroughfare, storm sewers, underground pipe, manholes, catch basins, concrete drainage ways, open water ways, and all necessary appurtenances thereto, by erecting, or causing or allowing to be erected, any building or structure on said easement.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenant that they are lawfully seized of an indefeasible estate in fee in the premises from which temporary easement is herein conveyed and that they have good right to convey the same.

Said right of entrance, occupation, construction, improvement and use of this easement area shall continue during construction and for six (6) months after completion and acceptance of the project.

IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written.



Printed Name: Gregg Wm. Givens

ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF MISSOURI)
)SS
COUNTY OF PLATTE)

On this 26 day of February, 2021, appeared Gregg Givens,
personally known to me to be the person(s) who executed the foregoing instrument and
acknowledged to me that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
in the county and state aforesaid the day and year written above.


Notary Public

My Commission Expires: _____

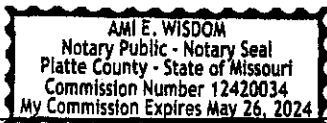


Exhibit A

Legal Description of Temporary Construction Easement

EXHIBIT "A" LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT:

Temporary Construction Easement over part of Lot 1, SIX AT PARK, a subdivision of land in the City of Parkville, Platte County, Missouri, being more particularly described as follows:

COMMENCING at the Northwest corner of said Lot 1, said point also being at the intersection of the East Right-of-Way line of Route 9 and the South Right-of-Way line of Sixth Street, as both are now established; thence North 89°59'43" East, along said South Right-of-Way line, a distance of 14.42 feet, to the POINT OF BEGINNING; thence North 89°59'43" East, continuing along said South Right-of-Way line, a distance of 31.40 feet; thence South 00°00'17" East, departing said South Right-of-Way line, a distance of 5.00 feet; thence South 68°23'10" West, a distance of 38.22 feet; thence South 04°25'02" West, a distance of 82.17 feet; thence North 77°56'42" West, a distance of 5.68 feet; thence North 12°03'18" East, a distance of 7.02 feet; thence North 00°13'17" West, a distance of 70.92 feet; thence North 33°04'58" East, a distance of 24.65 feet, to the POINT OF BEGINNING, containing 1,088.05 square feet or 0.02 acres, more or less.

Map of Temporary Construction Easement



Title of Document: General Warranty Deed

Date of Document:

Grantor: Park University

Grantee: Parkville, Missouri

Mailing Address (Grantee): 8800 Clark Avenue
Parkville, MO 64152

Legal description:

PERMANENT RIGHT-OF-WAY:

Permanent Right-of-Way over part of Lot 1, SIX AT PARK, a subdivision of land in the City of Parkville, Platte County, Missouri, being more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 1, said point also being at the intersection of the East Right-of-Way line of Route 9 and the South Right-of-Way line of Sixth Street, as both are now established; thence North 89°59'43" East, along said South Right-of-Way line, a distance of 14.42 feet; thence South 33°04'58" West, departing said South Right-of-Way line, a distance of 24.65 feet; thence South 00°13'17" East, a distance of 70.92 feet; thence South 12°03'18" West, a distance of 69.97 feet, to a point on the South line of said Lot 1; thence South 89°59'43" West, along said South line, a distance of 0.91 feet, to a point on said East Right-of-Way line; thence North 00°15'17" West, departing said South line, along said East Right-of-Way line, a distance of 15.51 feet; thence North 12°11'33" East, continuing along said East Right-of-Way line, a distance of 69.59 feet; thence North 00°15'17" West, continuing along said East Right-of-Way line, a distance of 76.47 feet, to the POINT OF BEGINNING, containing 507.07 square feet or 0.01 acres, more or less.

Tract 2

GENERAL WARRANTY DEED

THIS AGREEMENT, made this Feb. 26, 2021, by and between, PARK UNIVERSITY, having an address of 8700 NW RIVER PARK DR, CMB #25, PARKVILLE MO 64152, owner of the property herein described, hereinafter known as the Grantor and party of the first part, and Parkville, Missouri, a political subdivision of the state of Missouri, hereinafter known as the Grantee and party of the second part.

GRANTEE'S ADDRESS: 8800 Clark Avenue, Parkville, Missouri 64152

WITNESSETH: Grantor, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION (\$1.00 & O.V.C.), to be paid by the Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain and sell, convey and confirm fee simple title to the following described real estate and interests in real estate in the County of Platte, State of Missouri, as legally described in Exhibit A which is attached hereto and incorporated herein, to the City of Parkville, Missouri, to-wit:

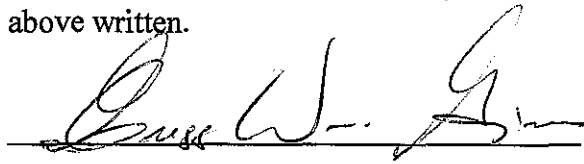
PERMANENT RIGHT-OF-WAY DESCRIPTION:

See attached Exhibits A and B

Grantee shall obtain all rights, privileges, appurtenances and immunities belonging to Grantor, their successors and assigns forever.

Grantor hereby covenants that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed. Grantor covenants that they have good right to convey the property. Grantor covenants that the said premises are free and clear of any encumbrances done or suffered by them or those under whom they claim; and that they will warrant and defend the title to said premises unto the City of Parkville and unto its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has executed the above the day and year first above written.



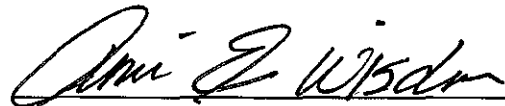
Gregg Wm. Givens
Printed Name

ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF MISSOURI)
)SS
COUNTY OF PLATTE)

On this 26 day of February, 2021, appeared Gregg Givens, who were by me duly sworn and who are personally known to me to be the person(s) who executed the foregoing instrument and that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.


Notary Public

My Commission Expires: _____

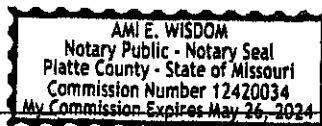


Exhibit A

Legal Description of Permanent Right-Of-Way

EXHIBIT "A" LEGAL DESCRIPTION

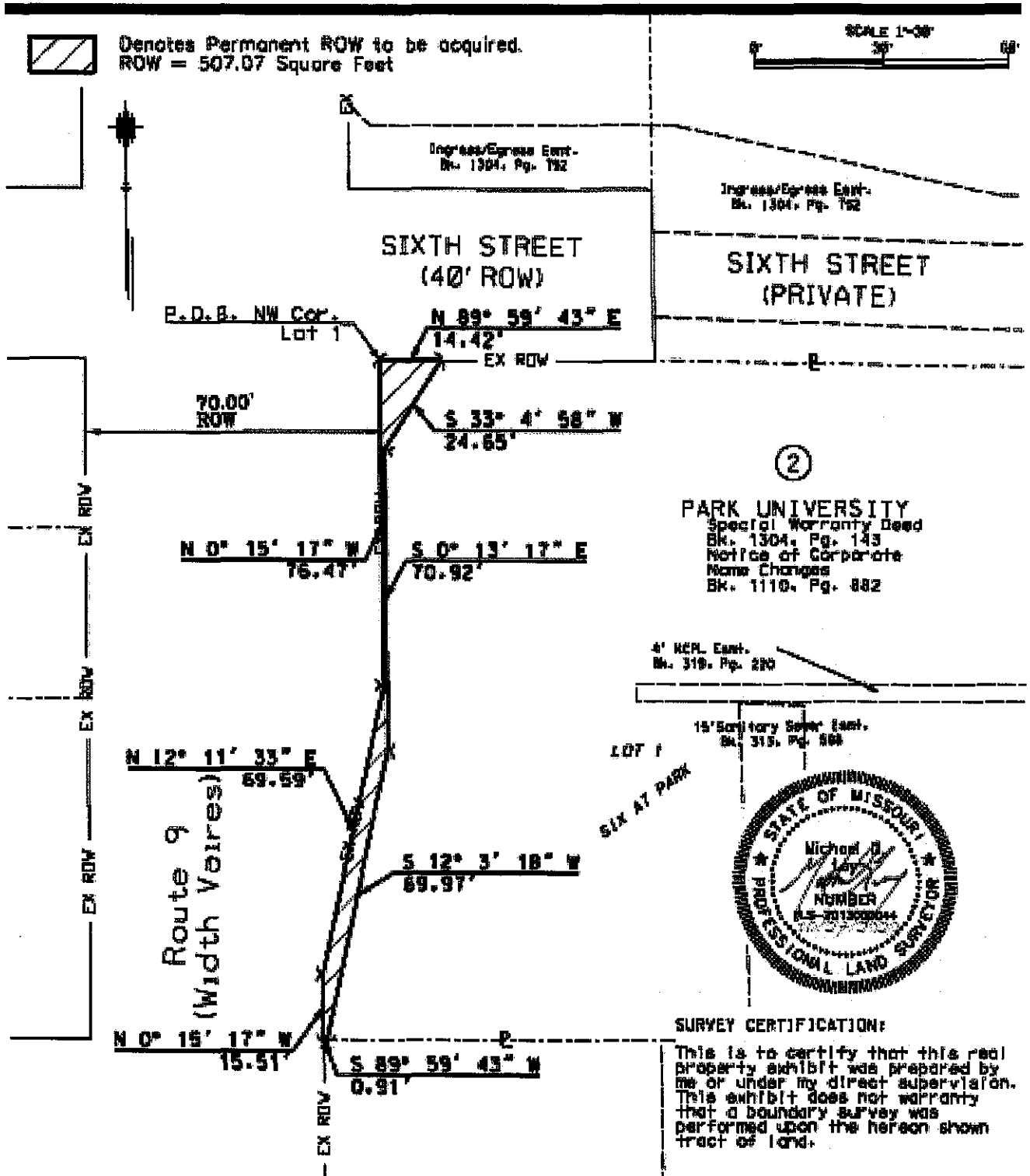
PERMANENT RIGHT-OF-WAY:

Permanent Right-of-Way over part of Lot 1, SIX AT PARK, a subdivision of land in the City of Parkville, Platte County, Missouri, being more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 1, said point also being at the intersection of the East Right-of-Way line of Route 9 and the South Right-of-Way line of Sixth Street, as both are now established; thence North 89°59'43" East, along said South Right-of-Way line, a distance of 14.42 feet; thence South 33°04'58" West, departing said South Right-of-Way line, a distance of 24.65 feet; thence South 00°13'17" East, a distance of 70.92 feet; thence South 12°03'18" West, a distance of 69.97 feet, to a point on the South line of said Lot 1; thence South 89°59'43" West, along said South line, a distance of 0.91 feet, to a point on said East Right-of-Way line; thence North 00°15'17" West, departing said South line, along said East Right-of-Way line, a distance of 15.51 feet; thence North 12°11'33" East, continuing along said East Right-of-Way line, a distance of 69.59 feet; thence North 00°15'17" West, continuing along said East Right-of-Way line, a distance of 76.47 feet, to the POINT OF BEGINNING, containing 507.07 square feet or 0.01 acres, more or less.

Exhibit B

Map of Permanent Right-Of-Way



**ACQUISITION AGREEMENT
CITY OF PARKVILLE, MO**

This agreement made and entered into this _____ day of _____, 2020, by and between **PARK UNIVERSITY**, hereinafter called the **Owner** and the **CITY OF PARKVILLE, MISSOURI**, hereinafter called the **City**.

1. In consideration of the conditions set forth in paragraphs 2 and 3 hereof, the **Owner** agrees to grant to the **City**, Right-of-Way and/or Easement(s) upon the following described tract of land:

See attached legal descriptions

2. Upon delivery of the recorded executed grants on the City's standard form(s) the **City** agrees to pay the **Owner** the total sum of \$ 6,650 which is full compensation for the Right-of-Way and/or Easement(s) described in the attached documents.
3. Upon delivery of the recordable executed grants on the City's standard form, the **City** agrees to pay the **Owner** the total sum of \$ 3,000, which is full compensation for the cost to cure items described below:

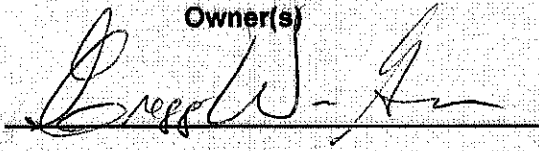
2 - 8" diameter Maple trees \$1,500/each

4. It is agreed by the **Owner** that the money provided by the **City** for cost to cure items will serve as full consideration for their satisfaction of the cost to cure items and release the **City** from any further responsibility for, or Owner's objections to the same.
5. The undersigned **City** representative has approved this agreement as being reasonable, prudent, and in the public interest.
6. Total compensation to be paid by the City to the Owner:

Total Right-of-Way / Permanent Easement	\$5,400.00
Total Temporary Construction Easement	\$1,250.00
Total Cost to Cure/Administrative Settlement	\$4,000.00
TOTAL COMPENSATION DUE OWNER	\$10,650.00

Owner(s)

City of Parkville, MO



By: _____

Gregg Wm. Given

Name: Alysen Abel

Title: Public Works Director

Type or Print Name

Date: _____

Type or Print Name

Project: Six at Park Intersection Project

Date: 2-5-2021

Address: 8700 NW River Park Dr.

Parkville, MO 64152

Phone No: (816) 584-6249

Title of Document: Temporary Construction Easement

Date of Document:

Grantor: Park University

Grantee: Parkville, Missouri

Mailing Address (Grantee): 8880 Clark Avenue, Parkville, Missouri

Legal description:

TEMPORARY CONSTRUCTION EASEMENT:

Temporary Construction Easement over part of Lot 1 and Lot 2, Block 27, PARKVILLE, a subdivision of land in the City of Parkville, Platte County, Missouri, being more particularly described as follows:

COMMENCING at the Southwest corner of said Lot 1, said point also being at the intersection of the East Right-of-Way line of Route 9 and the North Right-of-Way line of Sixth Street, as both are now established; thence North 00°15'17" West, along said East Right-of-Way line, a distance of 40.14 feet, to the POINT OF BEGINNING; thence North 00°15'17" West, continuing along said East Right-of-Way line, a distance of 39.86 feet, to the Northwest Corner of said Lot 2; thence South 89°50'09" East, departing said East Right-of-Way line, along the North line of said Lot 2, a distance of 60.00 feet; thence South 00°15'17" East, departing said North line, a distance of 49.03 feet; thence South 75°05'18" East, a distance of 12.43 feet, to a point on the East line of said Lot 1; thence South 00°15'17" East, along said East line, a distance of 12.33 feet; thence North 80°03'44" West, departing said East line, a distance of 16.20 feet; thence North 89°58'53" West, a distance of 36.72 feet; thence North 41°22'20" West, a distance of 29.40 feet, to the POINT OF BEGINNING, containing 3,653.01 square feet or 0.08 acres, more or less.

Tract 7

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made this 26 day of February, 2021 by and between, PARK UNIVERSITY, having an address of 8700 NW RIVER PARK DR, CMB #25, PARKVILLE MO 64152, owner of the property herein described, hereinafter known as the Grantor and party of the first part, and Parkville, Missouri, a political subdivision of the state of Missouri, hereinafter known as the Grantee and party of the second part.

GRANTEE'S ADDRESS: 8800 Clark Avenue, Parkville, Missouri 64152

WITNESSETH: Grantor, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION (\$1.00 & O.V.C.), to be paid by the City of Parkville, the receipt of which is hereby acknowledged, does by these presents convey, remise, release and quitclaim unto said party of the second part, the following described temporary construction easement in real estate in the County of Platte, State of Missouri, to wit:

Temporary Construction Easement:

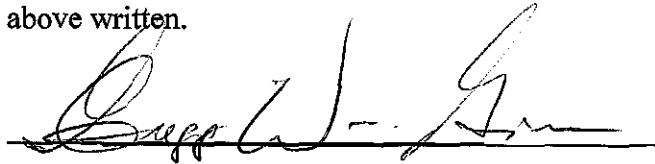
See attached Exhibits A and B

Grantor agrees not to obstruct or interfere with Grantee's use and enjoyment of the easement area granted hereunder by any means, including, without limitation, obstructing or interfering with the operation, maintenance or access to the street, roadway, thoroughfare, storm sewers, underground pipe, manholes, catch basins, concrete drainage ways, open water ways, and all necessary appurtenances thereto, by erecting, or causing or allowing to be erected, any building or structure on said easement.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenant that they are lawfully seized of an indefeasible estate in fee in the premises from which temporary easement is herein conveyed and that they have good right to convey the same.

Said right of entrance, occupation, construction, improvement and use of this easement area shall continue during construction and for six (6) months after completion and acceptance of the project.

IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written.



Printed Name: Gregg Wm. Givens

ACKNOWLEDGMENT BY INDIVIDUALS

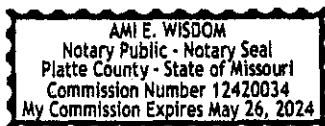
STATE OF MISSOURI)
)SS
COUNTY OF PLATTE)

On this 26 day of February, 2021, appeared Gregg Givens,
personally known to me to be the person(s) who executed the foregoing instrument and
acknowledged to me that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
in the county and state aforesaid the day and year written above.



Notary Public



My Commission Expires: _____

Exhibit A

Legal Description of Temporary Construction Easement

EXHIBIT "A" LEGAL DESCRIPTION

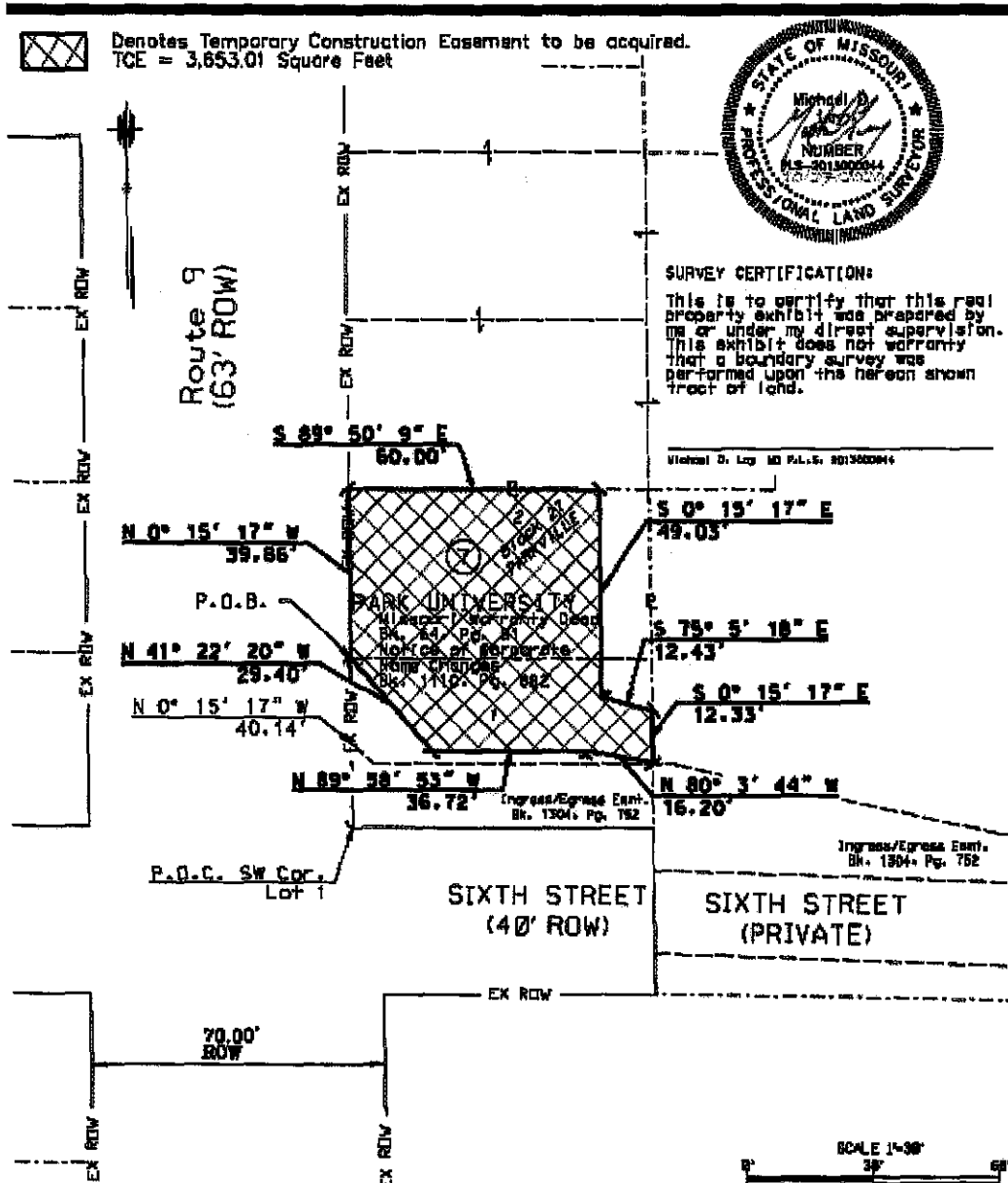
TEMPORARY CONSTRUCTION EASEMENT:

Temporary Construction Easement over part of Lot 1 and Lot 2, Block 27, PARKVILLE, a subdivision of land in the City of Parkville, Platte County, Missouri, being more particularly described as follows:

COMMENCING at the Southwest corner of said Lot 1, said point also being at the intersection of the East Right-of-Way line of Route 9 and the North Right-of-Way line of Sixth Street, as both are now established; thence North 00°15'17" West, along said East Right-of-Way line, a distance of 40.14 feet, to the POINT OF BEGINNING; thence North 00°15'17" West, continuing along said East Right-of-Way line, a distance of 39.86 feet, to the Northwest Corner of said Lot 2; thence South 89°50'09" East, departing said East Right-of-Way line, along the North line of said Lot 2, a distance of 60.00 feet; thence South 00°15'17" East, departing said North line, a distance of 49.03 feet; thence South 75°05'18" East, a distance of 12.43 feet, to a point on the East line of said Lot 1; thence South 00°15'17" East, along said East line, a distance of 12.33 feet; thence North 80°03'44" West, departing said East line, a distance of 16.20 feet; thence North 89°58'53" West, a distance of 36.72 feet; thence North 41°22'20" West, a distance of 29.40 feet, to the POINT OF BEGINNING, containing 3,653.01 square feet or 0.08 acres, more or less.

Exhibit B

Map of Temporary Construction Easement



Title of Document: General Warranty Deed

Date of Document:

Grantor: Park University

Grantee: Parkville, Missouri

Mailing Address (Grantee): 8800 Clark Avenue
Parkville, MO 64152

Legal description:

PERMANENT RIGHT-OF-WAY:

Permanent Right-of-Way over part of Lot 1 and Lot 2, Block 27, PARKVILLE, a subdivision of land in the City of Parkville, Platte County, Missouri, being more particularly described as follows:

BEGINNING at the Southwest corner of said Lot 1, said point also being at the intersection of the East Right-of-Way line of Route 9 and the North Right-of-Way line of Sixth Street, as both are now established; thence North 00°15'17" West, along said East Right-of-Way line, a distance of 40.14 feet; thence South 41°22'20" East, departing said East Right-of-Way line, a distance of 29.40 feet; thence South 89°58'53" East, a distance of 36.72 feet; thence South 80°03'44" East, a distance of 16.20 feet, to a point on the East line of said Lot 1; thence South 00°15'17" East, along said East line, a distance of 15.48 feet, to the Southeast corner of said Lot 1, said point also being on said North Right-of-Way line; thence North 89°50'09" West, departing said East line, along said North Right-of-Way line, a distance of 72.00 feet, to the POINT OF BEGINNING, containing 1,499.82 square feet or 0.03 acres, more or less.

Tract 7

GENERAL WARRANTY DEED

THIS AGREEMENT, made this February 26, 2021, by and between, PARK UNIVERSITY, having an address of 8700 NW RIVER PARK DR, CMB #25, PARKVILLE MO 64152, owner of the property herein described, hereinafter known as the Grantor and party of the first part, and Parkville, Missouri, a political subdivision of the state of Missouri, hereinafter known as the Grantee and party of the second part.

GRANTEE'S ADDRESS: 8800 Clark Avenue, Parkville, Missouri 64152

WITNESSETH: Grantor, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION (\$1.00 & O.V.C.), to be paid by the Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain and sell, convey and confirm fee simple title to the following described real estate and interests in real estate in the County of Platte, State of Missouri, as legally described in Exhibit A which is attached hereto and incorporated herein, to the City of Parkville, Missouri, to-wit:

PERMANENT RIGHT-OF-WAY DESCRIPTION:

See attached Exhibits A and B

Grantee shall obtain all rights, privileges, appurtenances and immunities belonging to Grantor, their successors and assigns forever.

Grantor hereby covenants that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed. Grantor covenants that they have good right to convey the property. Grantor covenants that the said premises are free and clear of any encumbrances done or suffered by them or those under whom they claim; and that they will warrant and defend the title to said premises unto the City of Parkville and unto its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has executed the above the day and year first above written.

Gregg W. Givens

Gregg Wm. Givens
Printed Name

ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF MISSOURI)
)SS
COUNTY OF PLATTE)

On this 26 day of February, 2021, appeared Gregg Givens, who were by me duly sworn and who are personally known to me to be the person(s) who executed the foregoing instrument and that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Ami E. Wisdom
Notary Public

My Commission Expires: _____

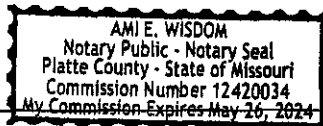


Exhibit A

Legal Description of Permanent Right-Of-Way

EXHIBIT "A" LEGAL DESCRIPTION

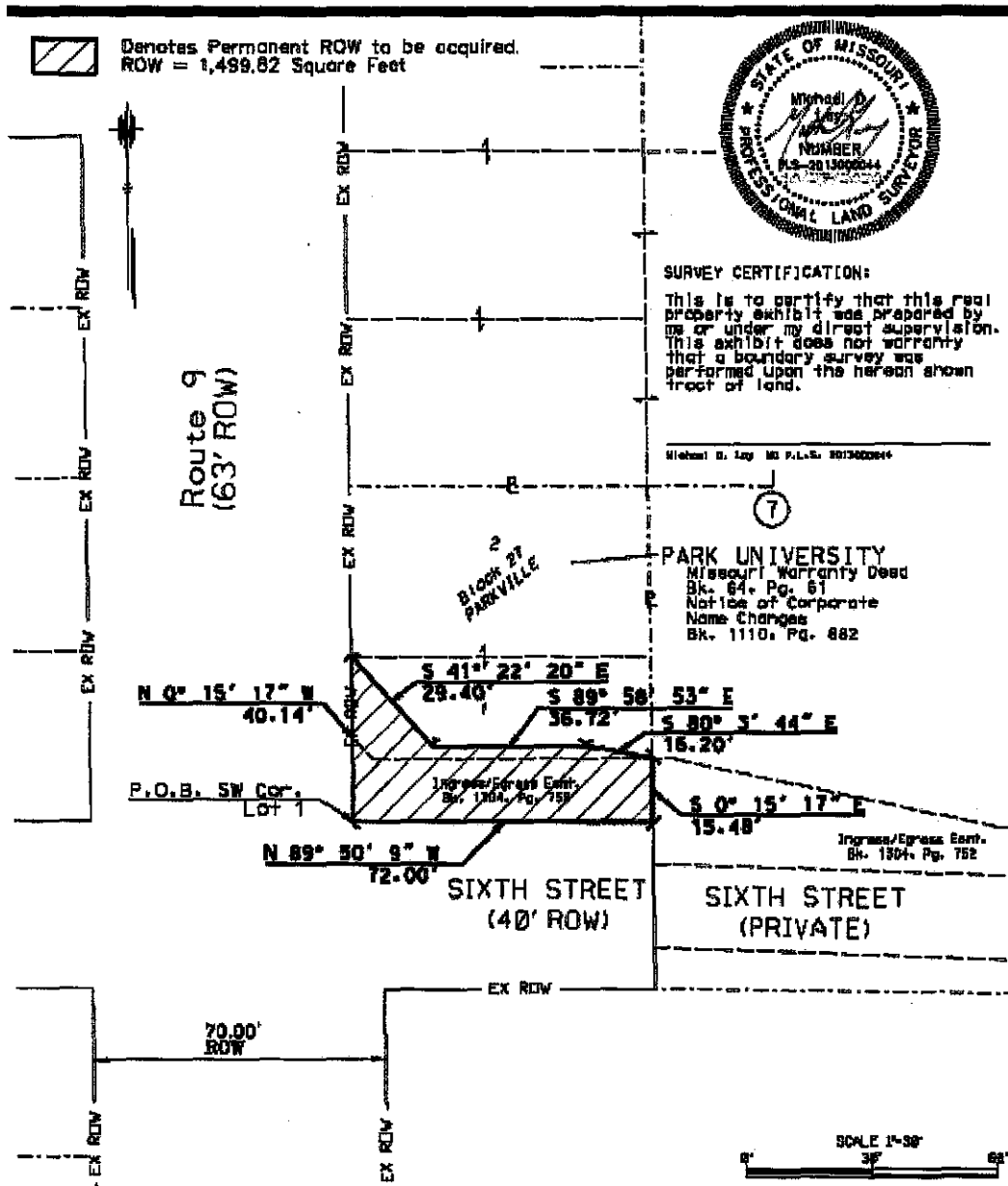
PERMANENT RIGHT-OF-WAY:

Permanent Right-of-Way over part of Lot 1 and Lot 2, Block 27, PARKVILLE, a subdivision of land in the City of Parkville, Platte County, Missouri, being more particularly described as follows:

BEGINNING at the Southwest corner of said Lot 1, said point also being at the intersection of the East Right-of-Way line of Route 9 and the North Right-of-Way line of Sixth Street, as both are now established; thence North 00°15'17" West, along said East Right-of-Way line, a distance of 40.14 feet; thence South 41°22'20" East, departing said East Right-of-Way line, a distance of 29.40 feet; thence South 89°58'53" East, a distance of 36.72 feet; thence South 60°03'44" East, a distance of 16.20 feet, to a point on the East line of said Lot 1; thence South 00°15'17" East, along said East line, a distance of 15.48 feet, to the Southeast corner of said Lot 1, said point also being on said North Right-of-Way line; thence North 89°50'09" West, departing said East line, along said North Right-of-Way line, a distance of 72.00 feet, to the POINT OF BEGINNING, containing 1,499.82 square feet or 0.03 acres, more or less.

Exhibit B

Map of Permanent Right-Of-Way



**ACQUISITION AGREEMENT
CITY OF PARKVILLE, MO**

This agreement made and entered into this _____ day of _____, 2020, by and between **PARK UNIVERSITY**, hereinafter called the **Owner** and the **CITY OF PARKVILLE, MISSOURI**, hereinafter called the **City**.

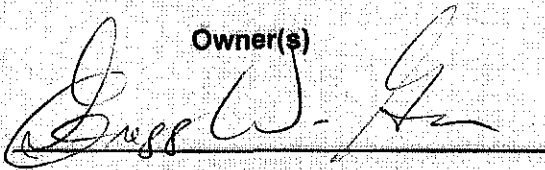
1. In consideration of the conditions set forth in paragraphs 2 and 3 hereof, the **Owner** agrees to grant to the **City**, Right-of-Way and/or Easement(s) upon the following described tract of land:

See attached legal descriptions

2. Upon delivery of the recorded executed grants on the City's standard form(s) the **City** agrees to pay the **Owner** the total sum of \$ 2,450 which is full compensation for the Right-of-Way and/or Easement(s) described in the attached documents.
3. Upon delivery of the recordable executed grants on the City's standard form, the **City** agrees to pay the **Owner** the total sum of \$ 1,500, which is full compensation for the cost to cure items described below:
- _____
- _____
- _____

4. It is agreed by the **Owner** that the money provided by the **City** for cost to cure items will serve as full consideration for their satisfaction of the cost to cure items and release the **City** from any further responsibility for, or Owner's objections to the same.
5. The undersigned **City** representative has approved this agreement as being reasonable, prudent, and in the public interest.
6. Total compensation to be paid by the City to the Owner:

Total Right-of-Way / Permanent Easement	\$2,400.00
Total Temporary Construction Easement	\$50.00
Total Cost to Cure	\$1,500.00
TOTAL COMPENSATION DUE OWNER	\$3,950.00

Owner(s)


City of Parkville, MO

By: _____

Gregg Wm. Given

Type or Print Name

Name: Alysen Abel
Title: Public Works Director

Date: _____

Type or Print Name

Project: Six at Park Intersection Project

Date: 2-5-2021

Address: 8700 NW River Park Dr.

Parkville, MO 64152

Phone No: (816) 584-6249

Title of Document: Temporary Construction Easement

Date of Document:

Grantor: Park University

Grantee: Parkville, Missouri

Mailing Address (Grantee): 8880 Clark Avenue, Parkville, Missouri

Legal description:

TEMPORARY CONSTRUCTION EASEMENT:

Temporary Construction Easement over part of a Tract of land in the Northeast Quarter of Section 35, Township 51 North, Range 34 West of the 5th P.M., in the City of Parkville, Platte County, Missouri, being more particularly described as follows:

COMMENCING at the Southeast corner of Lot 1, Block 27, PARKVILLE, a subdivision of land in said City, County and State, said point also being on the North Right-of-Way line of Sixth Street, as now established, said point also being on the West line of said Tract of land recorded in a deed in Book 535 at Page 284; thence North 00°15'17" West, along the East line of said Lot 1 and said West Tract line, a distance of 15.48 feet, to the POINT OF BEGINNING; thence North 00°15'17" West, continuing along said East Lot line and said West Tract line, a distance of 12.33 feet; thence South 75°05'18" East, departing said East Lot line and said West Tract line, a distance of 77.71 feet; thence South 00°15'24" East, a distance of 5.46 feet; thence North 80°03'44" West, a distance of 76.20 feet, to the POINT OF BEGINNING, containing 887.74 square feet or 0.02 acres, more or less.

Tract 8

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made this 26 day of February, 2021 by and between, PARK UNIVERSITY, having an address of 8700 NW RIVER PARK DR. CMB #25, PARKVILLE MO 64152, owner of the property herein described, hereinafter known as the Grantor and party of the first part, and Parkville, Missouri, a political subdivision of the state of Missouri, hereinafter known as the Grantee and party of the second part.

GRANTEE'S ADDRESS: 8800 Clark Avenue, Parkville, Missouri 64152

WITNESSETH: Grantor, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION (\$1.00 & O.V.C.), to be paid by the City of Parkville, the receipt of which is hereby acknowledged, does by these presents convey, remise, release and quitclaim unto said party of the second part, the following described temporary construction easement in real estate in the County of Platte, State of Missouri, to wit:

Temporary Construction Easement:

See attached Exhibits A and B

Grantor agrees not to obstruct or interfere with Grantee's use and enjoyment of the easement area granted hereunder by any means, including, without limitation, obstructing or interfering with the operation, maintenance or access to the street, roadway, thoroughfare, storm sewers, underground pipe, manholes, catch basins, concrete drainage ways, open water ways, and all necessary appurtenances thereto, by erecting, or causing or allowing to be erected, any building or structure on said easement.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenant that they are lawfully seized of an indefeasible estate in fee in the premises from which temporary easement is herein conveyed and that they have good right to convey the same.

Said right of entrance, occupation, construction, improvement and use of this easement area shall continue during construction and for six (6) months after completion and acceptance of the project.

IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written.

Gregg Wm. Givens

Printed Name: Gregg Wm. Givens

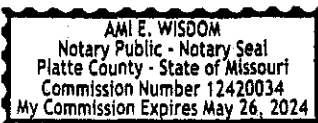
ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF MISSOURI)
)SS
COUNTY OF PLATTE)

On this 26 day of February, 2021, appeared Gregg Givens,
personally known to me to be the person(s) who executed the foregoing instrument and
acknowledged to me that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
in the county and state aforesaid the day and year written above.

Ami E. Wisdom
Notary Public



My Commission Expires: _____

Exhibit A

Legal Description of Temporary Construction Easement

EXHIBIT "A" LEGAL DESCRIPTION

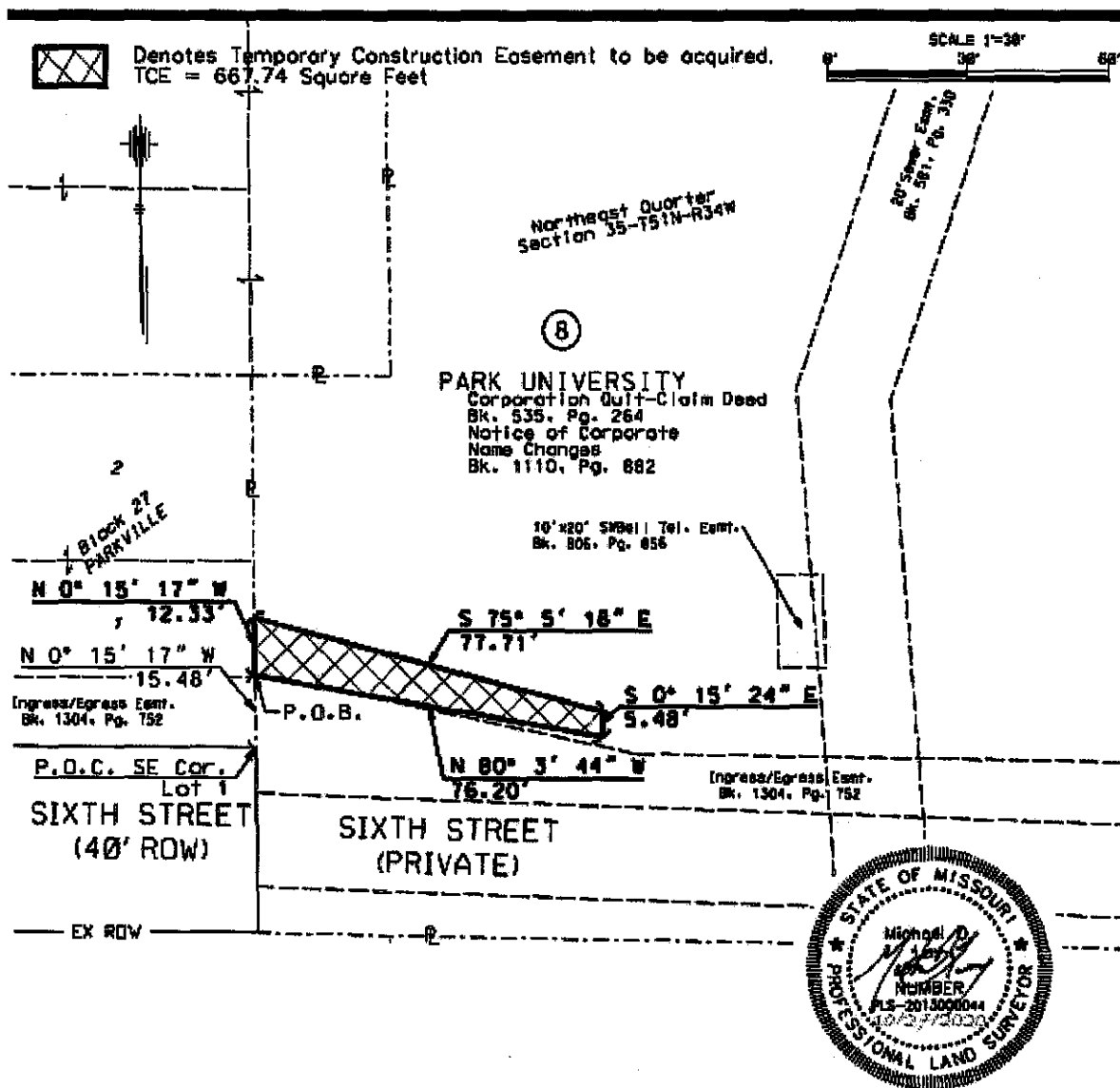
TEMPORARY CONSTRUCTION EASEMENT:

Temporary Construction Easement over part of a Tract of land in the Northeast Quarter of Section 35, Township 51 North, Range 34 West of the 5th P.M., in the City of Parkville, Platte County, Missouri, being more particularly described as follows:

COMMENCING at the Southeast corner of Lot 1, Block 27, PARKVILLE, a subdivision of land in said City, County and State, said point also being on the North Right-of-Way line of Sixth Street, as now established, said point also being on the West line of said Tract of land recorded in a deed in Book 535 at Page 264; thence North 00°15'17" West, along the East line of said Lot 1 and said West Tract line, a distance of 15.48 feet, to the POINT OF BEGINNING; thence North 00°15'17" West, continuing along said East Lot line and said West Tract line, a distance of 12.33 feet; thence South 75°05'18" East, departing said East Lot line and said West Tract line, a distance of 77.71 feet; thence South 00°15'24" East, a distance of 5.48 feet; thence North 80°03'44" West, a distance of 76.20 feet, to the POINT OF BEGINNING, containing 667.74 square feet or 0.02 acres, more or less.

Exhibit B

Map of Temporary Construction Easement



SURVEY CERTIFICATION:

This is to certify that this real property exhibit was prepared by me or under my direct supervision. This exhibit does not warranty that a boundary survey was performed upon the herein shown tract of land.

Title of Document: General Warranty Deed

Date of Document:

Grantor: Park University

Grantee: Parkville, Missouri

Mailing Address (Grantee): 8800 Clark Avenue
Parkville, MO 64152

Legal description:

PERMANENT RIGHT-OF-WAY:

Permanent Right-of-Way over part of a Tract of land in the Northeast Quarter of Section 35, Township 51 North, Range 34 West of the 5th P.M., in the City of Parkville, Platte County, Missouri, being more particularly described as follows:

BEGINNING at the Southeast corner of Lot 1, Block 27, PARKVILLE, a subdivision of land in said City, County and State, said point also being on the North Right-of-Way line of Sixth Street, as now established; thence North 00°15'17" West, along the East line of said Lot 1 and the West line of a Tract of land described in a deed in Book 535 at Page 284, a distance of 15.48 feet; thence South 80°03'44" East, departing said East and West lines, a distance of 76.20 feet; thence South 00°15'24" East, a distance of 43.58 feet, to a point on the North line of Lot 1, SIX AT PARK, a subdivision of land in said City, County and State and the South line of said Tract of land; thence North 88°58'54" West, along said North Lot line and said South Tract line, a distance of 75.02 feet, to the Southwest corner of said Tract of land, said point also being on the South Right-of-Way line of said Sixth Street; thence North 00°15'24" West, departing said North Lot line, said South Tract line, along said West Tract line, a distance of 39.92 feet, to the POINT OF BEGINNING, containing 3,711.69 square feet or 0.09 acres, more or less.

Tract 8

GENERAL WARRANTY DEED

THIS AGREEMENT, made this Feb. 26, 2021, by and between, PARK UNIVERSITY, having an address of 8700 NW RIVER PARK DR, CMB #25, PARKVILLE MO 64152, owner of the property herein described, hereinafter known as the Grantor and party of the first part, and Parkville, Missouri, a political subdivision of the state of Missouri, hereinafter known as the Grantee and party of the second part.

GRANTEE'S ADDRESS: 8800 Clark Avenue, Parkville, Missouri 64152

WITNESSETH: Grantor, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION (\$1.00 & O.V.C.), to be paid by the Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain and sell, convey and confirm fee simple title to the following described real estate and interests in real estate in the County of Platte, State of Missouri, as legally described in Exhibit A which is attached hereto and incorporated herein, to the City of Parkville, Missouri, to-wit:

PERMANENT RIGHT-OF-WAY DESCRIPTION:

See attached Exhibits A and B

Grantee shall obtain all rights, privileges, appurtenances and immunities belonging to Grantor, their successors and assigns forever.

Grantor hereby covenants that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed. Grantor covenants that they have good right to convey the property. Grantor covenants that the said premises are free and clear of any encumbrances done or suffered by them or those under whom they claim; and that they will warrant and defend the title to said premises unto the City of Parkville and unto its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has executed the above the day and year first above written.

Gregg Wm. Givens

Printed Name Gregg Wm. Givens

ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF MISSOURI)
)SS
COUNTY OF PLATTE)

On this 26 day of February, 2021, appeared Gregg Givens, who were by me duly sworn and who are personally known to me to be the person(s) who executed the foregoing instrument and that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Ami E. Wisdom
Notary Public

My Commission Expires: _____

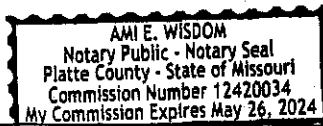


Exhibit A

Legal Description of Permanent Right-Of-Way

EXHIBIT "A" LEGAL DESCRIPTION

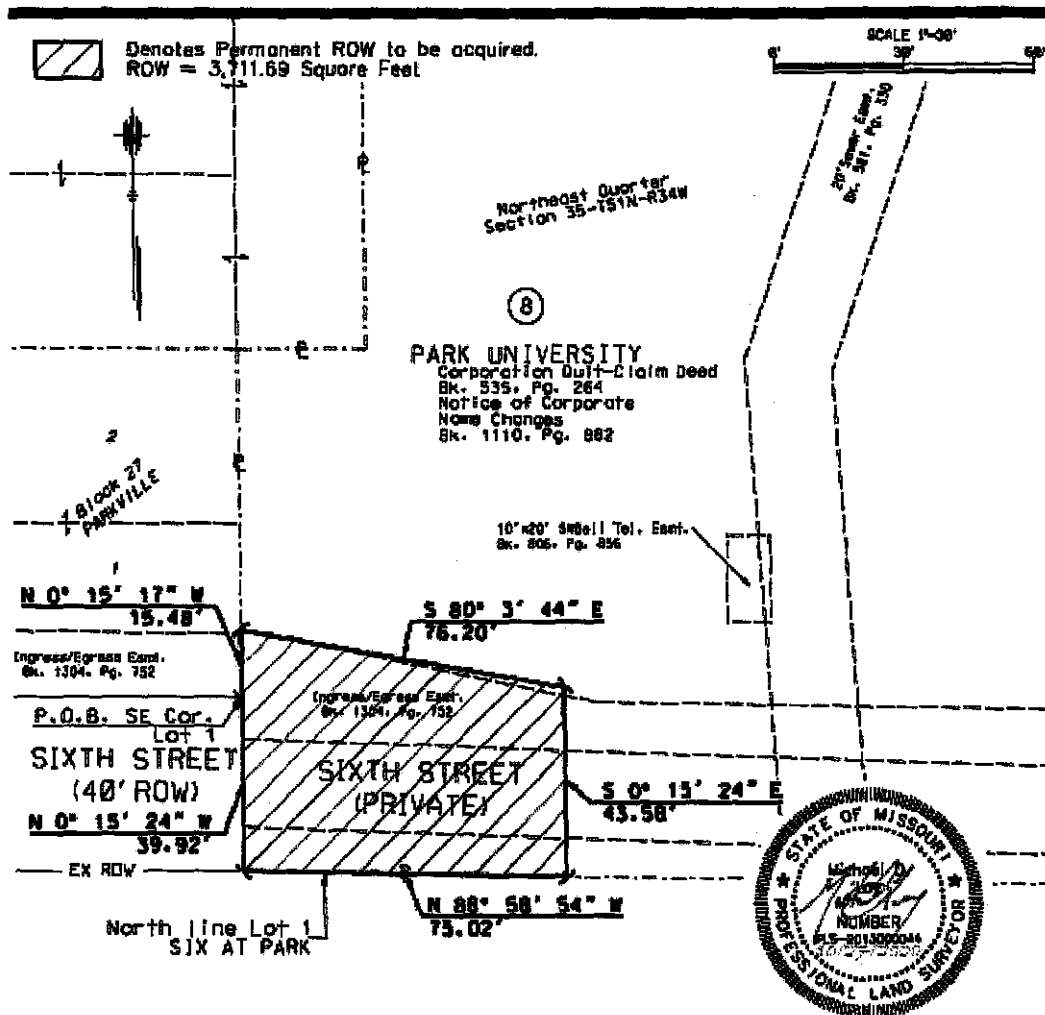
PERMANENT RIGHT-OF-WAY:

Permanent Right-of-Way over part of a Tract of land in the Northeast Quarter of Section 35, Township 51 North, Range 34 West of the 5th P.M., in the City of Parkville, Platte County, Missouri, being more particularly described as follows:

BEGINNING at the Southeast corner of Lot 1, Block 27, PARKVILLE, a subdivision of land in said City, County and State, said point also being on the North Right-of-Way line of Sixth Street, as now established; thence North 00°15'17" West, along the East line of said Lot 1 and the West line of a Tract of land described in a deed in Book 535 at Page 264, a distance of 15.48 feet; thence South 80°03'44" East, departing said East and West lines, a distance of 76.20 feet; thence South 00°15'24" East, a distance of 43.58 feet, to a point on the North line of Lot 1, SIX AT PARK, a subdivision of land in said City, County and State and the South line of said Tract of land; thence North 88°58'54" West, along said North Lot line and said South Tract line, a distance of 75.02 feet, to the Southwest corner of said Tract of land, said point also being on the South Right-of-Way line of said Sixth Street; thence North 00°15'24" West, departing said North Lot line, said South Tract line, along said West Tract line, a distance of 39.92 feet, to the POINT OF BEGINNING, containing 3,711.69 square feet or 0.09 acres, more or less.

Exhibit B

Map of Permanent Right-Of-Way



SURVEY CERTIFICATION:

This is to certify that this real property exhibit was prepared by me or under my direct supervision. This exhibit does not warranty that a boundary survey was performed upon the hereon shown tract of land.

**ACQUISITION AGREEMENT
CITY OF PARKVILLE, MO**

This agreement made and entered into this _____ day of _____, 2020, by and between **PARK UNIVERSITY**, hereinafter called the **Owner** and the **CITY OF PARKVILLE, MISSOURI**, hereinafter called the **City**.

1. In consideration of the conditions set forth in paragraphs 2 and 3 hereof, the **Owner** agrees to grant to the **City**, Right-of-Way and/or Easement(s) upon the following described tract of land:

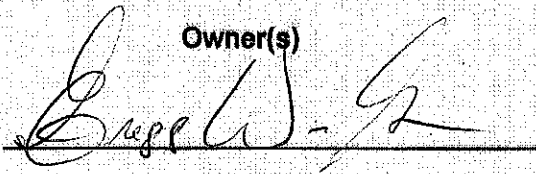
See attached legal descriptions

2. Upon delivery of the recorded executed grants on the City's standard form(s) the **City** agrees to pay the **Owner** the total sum of \$ 2,650 which is full compensation for the Right-of-Way and/or Easement(s) described in the attached documents.
3. Upon delivery of the recordable executed grants on the City's standard form, the **City** agrees to pay the **Owner** the total sum of \$ _____, which is full compensation for the cost to cure items described below:
- _____
- _____
- _____

4. It is agreed by the **Owner** that the money provided by the **City** for cost to cure items will serve as full consideration for their satisfaction of the cost to cure items and release the **City** from any further responsibility for, or Owner's objections to the same.
5. The undersigned **City** representative has approved this agreement as being reasonable, prudent, and in the public interest.
6. Total compensation to be paid by the City to the Owner:

Total Right-of-Way / Permanent Easement	\$550.00
Total Temporary Construction Easement	\$2,100.00
Total Cost to Cure	
TOTAL COMPENSATION DUE OWNER	\$2,650.00

City of Parkville, MO

Owner(s)


Gregg Wm. Givens

Type or Print Name

By: _____

Name: Alysén Abel

Title: Public Works Director

Date: _____

Type or Print Name

Project: Six at Park Intersection Project

Date: 2-5-2021

Address: 8700 NW River Park Dr.

Parkville, MO 64152

Phone No: (816) 584-6249

Title of Document: Temporary Construction Easement

Date of Document:

Grantor: Park University

Grantee: Parkville, Missouri

Mailing Address (Grantee): 8880 Clark Avenue, Parkville, Missouri

Legal description:

TEMPORARY CONSTRUCTION EASEMENT:

Temporary Construction Easement over part of Lot 3 and Lot 4, Block 27, PARKVILLE, a subdivision of land in the City of Parkville, Platte County, Missouri, and over part of the South half of vacated Seventh Street per document in Book 940 at Page 547, being more particularly described as follows:

COMMENCING at the Southeast corner of said Lot 3; thence North 89°50'09" West, along the South line of said Lot 3, a distance of 12.00 feet, to the POINT OF BEGINNING; thence North 89°50'09" West, continuing along said South line, a distance of 60.00 feet, to a point on the East Right-of-Way line of Route 9, as now established; thence North 00°15'17" West, departing said South line, along said East Right-of-Way line and it's Northerly extension, a distance of 100.00 feet, to a point on the centerline of said vacated Seventh Street; thence South 89°50'09" East, departing said Northerly extension of said Easterly Right-of-Way line, along said centerline, a distance of 72.00 feet, to a point on the East line of said vacated Seventh Street; thence South 10°59'20" West, departing said centerline, a distance of 61.53 feet; thence South 00°15'17" East, a distance of 39.56 feet, to the POINT OF BEGINNING, containing 6,362.63 square feet or 0.15 acres, more or less.

Tract 9

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made this 24 day of February, 2024 by and between, PARK UNIVERSITY, having an address of 8700 NW RIVER PARK DR, CMB #25, PARKVILLE MO 64152, owner of the property herein described, hereinafter known as the Grantor and party of the first part, and Parkville, Missouri, a political subdivision of the state of Missouri, hereinafter known as the Grantee and party of the second part.

GRANTEE'S ADDRESS: 8800 Clark Avenue, Parkville, Missouri 64152

WITNESSETH: Grantor, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION (\$1.00 & O.V.C.), to be paid by the City of Parkville, the receipt of which is hereby acknowledged, does by these presents convey, remise, release and quitclaim unto said party of the second part, the following described temporary construction easement in real estate in the County of Platte, State of Missouri, to wit:

Temporary Construction Easement:

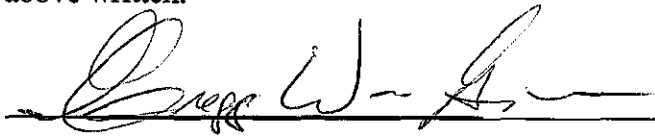
See attached Exhibits A and B

Grantor agrees not to obstruct or interfere with Grantee's use and enjoyment of the easement area granted hereunder by any means, including, without limitation, obstructing or interfering with the operation, maintenance or access to the street, roadway, thoroughfare, storm sewers, underground pipe, manholes, catch basins, concrete drainage ways, open water ways, and all necessary appurtenances thereto, by erecting, or causing or allowing to be erected, any building or structure on said easement.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenant that they are lawfully seized of an indefeasible estate in fee in the premises from which temporary easement is herein conveyed and that they have good right to convey the same.

Said right of entrance, occupation, construction, improvement and use of this easement area shall continue during construction and for six (6) months after completion and acceptance of the project but in no event shall this grant exceed a period of three (3) years from the start of construction.

IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written.



Printed Name: Gregg Wm. Givens

ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF MISSOURI)
)SS
COUNTY OF PLATTE)

On this 26 day of February, 2021, appeared Gregg Givens,
personally known to me to be the person(s) who executed the foregoing instrument and
acknowledged to me that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
in the county and state aforesaid the day and year written above.


Notary Public

My Commission Expires: _____

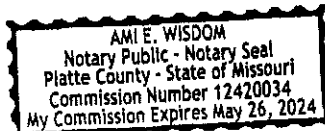


Exhibit A

Legal Description of Temporary Construction Easement

EXHIBIT "A" LEGAL DESCRIPTION

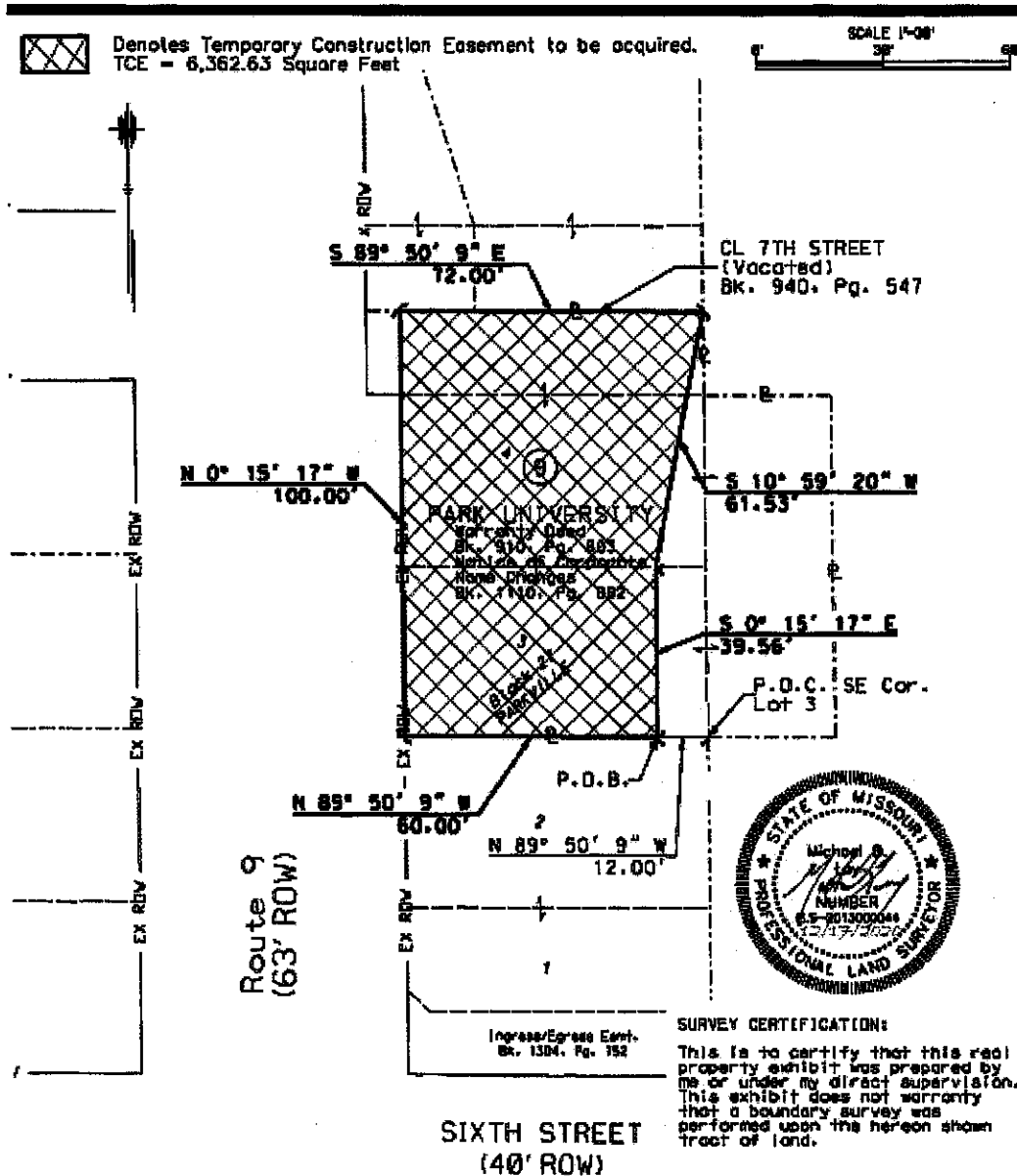
TEMPORARY CONSTRUCTION EASEMENT:

Temporary Construction Easement over part of Lot 3 and Lot 4, Block 27, PARKVILLE, a subdivision of land in the City of Parkville, Platte County, Missouri, and over part of the South half of vacated Seventh Street per document in Book 940 at Page 547, being more particularly described as follows:

COMMENCING at the Southeast corner of said Lot 3; thence North 89°50'09" West, along the South line of said Lot 3, a distance of 12.00 feet, to the POINT OF BEGINNING; thence North 89°50'09" West, continuing along said South line, a distance of 60.00 feet, to a point on the East Right-of-Way line of Route 9, as now established; thence North 00°15'17" West, departing said South line, along said East Right-of-Way line and it's Northerly extension, a distance of 100.00 feet, to a point on the centerline of said vacated Seventh Street; thence South 89°50'09" East, departing said Northerly extension of said Easterly Right-of-Way line, along said centerline, a distance of 72.00 feet, to a point on the East line of said vacated Seventh Street; thence South 10°59'20" West, departing said centerline, a distance of 61.53 feet; thence South 00°15'17" East, a distance of 39.56 feet, to the POINT OF BEGINNING, containing 8,362.63 square feet or 0.15 acres, more or less.

Exhibit B

Map of Temporary Construction Easement



Title of Document: General Warranty Deed

Date of Document:

Grantor: Park University

Grantee: Parkville, Missouri

Mailing Address (Grantee): 8800 Clark Avenue
Parkville, MO 64152

Legal description:

PERMANENT RIGHT-OF-WAY:

Permanent Right-of-Way over part of the South half of vacated Seventh Street per document in Book 940 at Page 547, in the City of Parkville, Platte County, Missouri being more particularly described as follows:

BEGINNING at the Northwest corner of Lot 4, Block 27, PARKVILLE, a subdivision of land in said city, county, and state, said point also being on the East Right-of-Way line of Route 9, as now established; thence North 00°15'17" West, along said East Right-of-Way line, a distance of 20.00 feet, to a point on the centerline of said vacated Seventh Street; thence South 89°50'09" East, departing said East Right-of-Way line, along said centerline, a distance of 8.00 feet; thence South 00°15'17" East, departing said centerline, a distance of 20.00 feet, to a point on the North line of said Lot 4; thence North 89°50'09" West, along said North line, a distance of 8.00 feet, to the POINT OF BEGINNING, containing 160.00 square feet or 0.004 acres, more or less.

Tract 9

GENERAL WARRANTY DEED

THIS AGREEMENT, made this Feb. 26, 2021, by and between, PARK UNIVERSITY, having an address of 8700 NW RIVER PARK DR, CMB #25, PARKVILLE MO 64152, owner of the property herein described, hereinafter known as the Grantor and party of the first part, and Parkville, Missouri, a political subdivision of the state of Missouri, hereinafter known as the Grantee and party of the second part.

GRANTEE'S ADDRESS: 8800 Clark Avenue, Parkville, Missouri 64152

WITNESSETH: Grantor, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION (\$1.00 & O.V.C.), to be paid by the Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain and sell, convey and confirm fee simple title to the following described real estate and interests in real estate in the County of Platte, State of Missouri, as legally described in Exhibit A which is attached hereto and incorporated herein, to the City of Parkville, Missouri, to-wit:

PERMANENT RIGHT-OF-WAY DESCRIPTION:

See attached Exhibits A and B

Grantee shall obtain all rights, privileges, appurtenances and immunities belonging to Grantor, their successors and assigns forever.

Grantor hereby covenants that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed. Grantor covenants that they have good right to convey the property. Grantor covenants that the said premises are free and clear of any encumbrances done or suffered by them or those under whom they claim; and that they will warrant and defend the title to said premises unto the City of Parkville and unto its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has executed the above the day and year first above written.



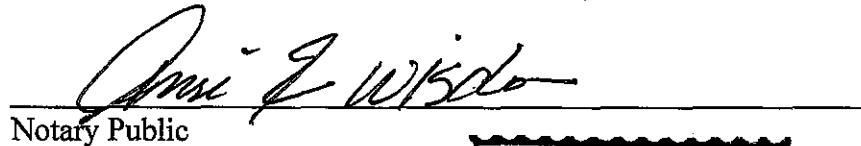
Gregg Wm. Givens
Printed Name

ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF MISSOURI)
)SS
COUNTY OF PLATTE)

On this 26 day of February, 2021, appeared Gregg Givens, who were by me duly sworn and who are personally known to me to be the person(s) who executed the foregoing instrument and that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.


Notary Public

My Commission Expires: _____

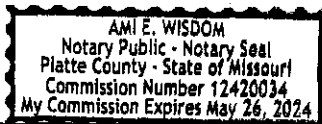


Exhibit A

Legal Description of Permanent Right-Of-Way

EXHIBIT "A" LEGAL DESCRIPTION

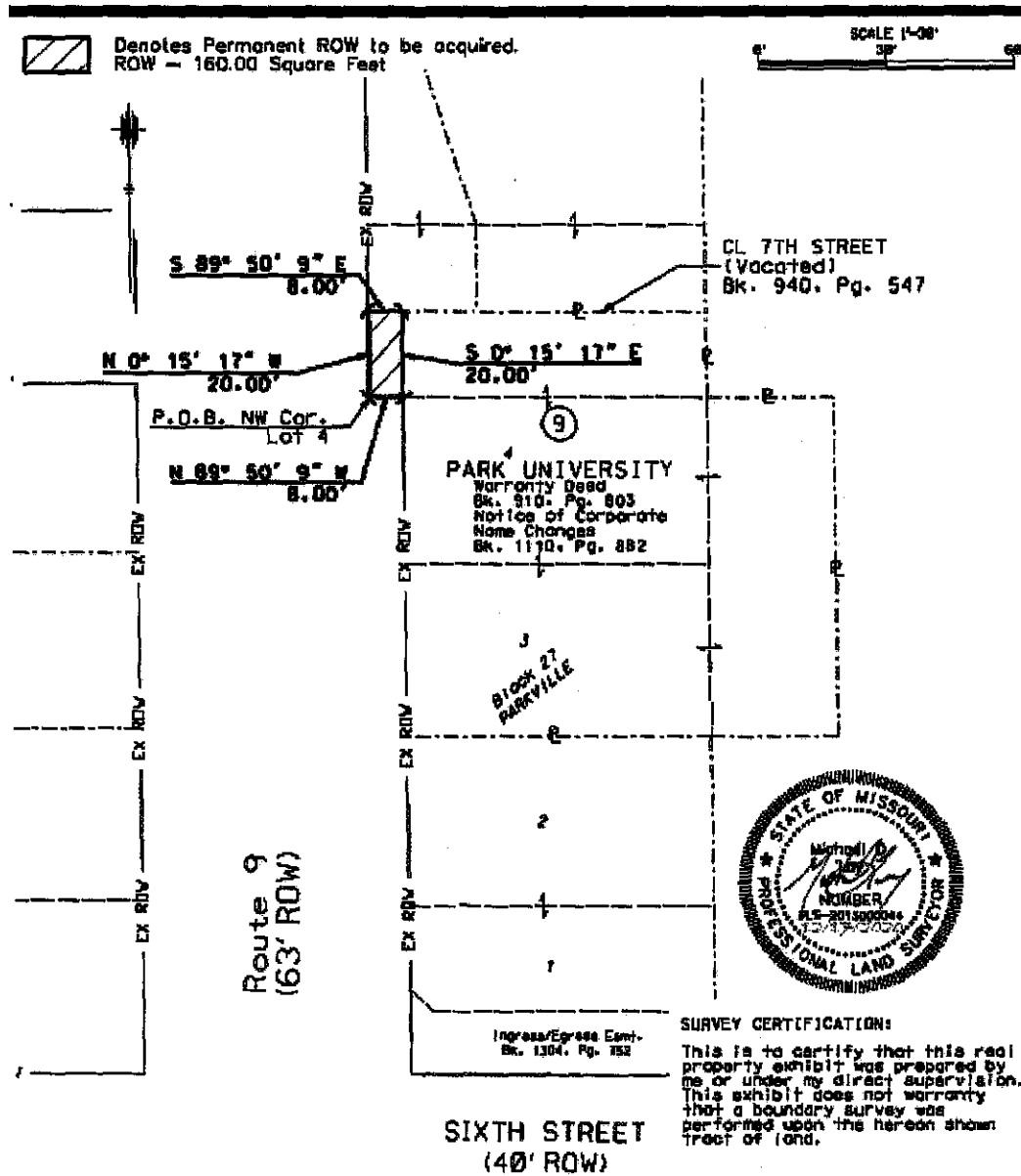
PERMANENT RIGHT-OF-WAY:

Permanent Right-of-Way over part of the South half of vacated Seventh Street per document in Book 940 at Page 547, in the City of Parkville, Platte County, Missouri being more particularly described as follows:

BEGINNING at the Northwest corner of Lot 4, Block 27, PARKVILLE, a subdivision of land in said city, county, and state, said point also being on the East Right-of-Way line of Route 9, as now established; thence North 00°15'17" West, along said East Right-of-Way line, a distance of 20.00 feet, to a point on the centerline of said vacated Seventh Street; thence South 89°50'09" East, departing said East Right-of-Way line, along said centerline, a distance of 8.00 feet; thence South 00°15'17" East, departing said centerline, a distance of 20.00 feet, to a point on the North line of said Lot 4; thence North 89°50'09" West, along said North line, a distance of 8.00 feet, to the POINT OF BEGINNING, containing 160.00 square feet or 0.004 acres, more or less.

Exhibit B

Map of Permanent Right-Of-Way



**ACQUISITION AGREEMENT
CITY OF PARKVILLE, MO**

This agreement made and entered into this _____ day of _____, 2020, by and between **PARK UNIVERSITY**, hereinafter called the **Owner** and the **CITY OF PARKVILLE, MISSOURI**, hereinafter called the **City**.

1. In consideration of the conditions set forth in paragraphs 2 and 3 hereof, the **Owner** agrees to grant to the **City**, Right-of-Way and/or Easement(s) upon the following described tract of land:

See attached legal descriptions

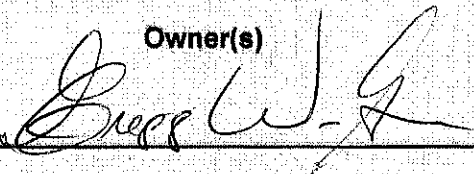
2. Upon delivery of the recorded executed grants on the City's standard form(s) the **City** agrees to pay the **Owner** the total sum of \$ 2,750 which is full compensation for the Right-of-Way and/or Easement(s) described in the attached documents.
3. Upon delivery of the recordable executed grants on the City's standard form, the **City** agrees to pay the **Owner** the total sum of \$ _____, which is full compensation for the cost to cure items described below:
- _____
- _____
- _____

4. It is agreed by the **Owner** that the money provided by the **City** for cost to cure items will serve as full consideration for their satisfaction of the cost to cure items and release the **City** from any further responsibility for, or Owner's objections to the same.
5. The undersigned **City** representative has approved this agreement as being reasonable, prudent, and in the public interest.
6. Total compensation to be paid by the **City** to the **Owner**:

Total Right-of-Way / Permanent Easement	\$2,450.00
Total Temporary Construction Easement	\$300.00
Total Cost to Cure	
TOTAL COMPENSATION DUE OWNER	\$2,750.00

Owner(s)

City of Parkville, MO



By: _____

Gregg Wm. Givens
Type or Print Name

Name: Alysen Abel
Title: Public Works Director

Date: _____

Type or Print Name

Project: Six at Park Intersection Project

Date: 2-5-2021

Address: 8700 NW River Park Dr.
Parkville, MO 64152

Phone No: (816) 584-6249

Title of Document: Temporary Construction Easement

Date of Document:

Grantor: Park University

Grantee: Parkville, Missouri

Mailing Address (Grantee): 8880 Clark Avenue, Parkville, Missouri

Legal description:

TEMPORARY CONSTRUCTION EASEMENT:

Temporary Construction Easement over part of Lot 1 and Lot 2, Block 28, PARKVILLE, a subdivision of land in the City of Parkville, Platte County, Missouri, and over part of the North half of vacated Seventh Street per document in Book 940 at Page 547, being more particularly described as follows:

COMMENCING at the Southwest corner of said Lot 1, said point also being on the East Right-of-Way line of Route 9, as now established, and said point also being on the North line of said vacated Seventh Street; thence South 89°50'09" East, along the South line of said Lot 1, a distance of 8.00 feet, to the POINT OF BEGINNING; thence North 00°15'17" West, departing said South line, a distance of 55.38 feet, to a point on the East line of a Tract of land recorded in a deed in Book 0929 at Page 0134; thence South 18°13'07" East, along said East line, a distance of 58.36 feet, to a point on the South line of said Lot 1; thence South 00°15'17" East, continuing along said East line, a distance of 20.00 feet, to a point on the centerline of said vacated Seventh Street; thence North 89°50'09" West, along said centerline, a distance of 18.00 feet; thence North 00°15'17" West, departing said centerline, a distance of 20.00 feet, to the POINT OF BEGINNING, containing 858.42 square feet or 0.02 acres, more or less.

Tract 12

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made this 26 day of February, 2021 by and between, PARK UNIVERSITY, having an address of 8700 NW RIVER PARK DR, CMB #25, PARKVILLE MO 64152, owner of the property herein described, hereinafter known as the Grantor and party of the first part, and Parkville, Missouri, a political subdivision of the state of Missouri, hereinafter known as the Grantee and party of the second part.

GRANTEE'S ADDRESS: 8800 Clark Avenue, Parkville, Missouri 64152

WITNESSETH: Grantor, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION (\$1.00 & O.V.C.), to be paid by the City of Parkville, the receipt of which is hereby acknowledged, does by these presents convey, remise, release and quitclaim unto said party of the second part, the following described temporary construction easement in real estate in the County of Platte, State of Missouri, to wit:

Temporary Construction Easement:

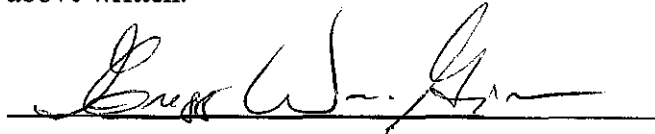
See attached Exhibits A and B

Grantor agrees not to obstruct or interfere with Grantee's use and enjoyment of the easement area granted hereunder by any means, including, without limitation, obstructing or interfering with the operation, maintenance or access to the street, roadway, thoroughfare, storm sewers, underground pipe, manholes, catch basins, concrete drainage ways, open water ways, and all necessary appurtenances thereto, by erecting, or causing or allowing to be erected, any building or structure on said easement.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenant that they are lawfully seized of an indefeasible estate in fee in the premises from which temporary easement is herein conveyed and that they have good right to convey the same.

Said right of entrance, occupation, construction, improvement and use of this easement area shall continue during construction and for six (6) months after completion and acceptance of the project but in no event shall this grant exceed a period of three (3) years from the start of construction.

IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written.



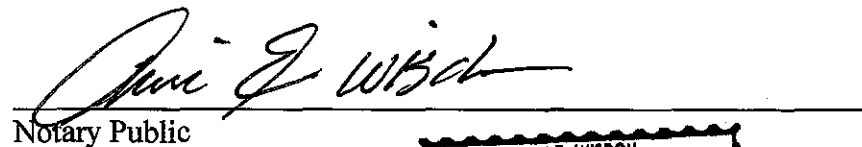
Printed Name: Gregg Wm. Givens

ACKNOWLEDGMENT BY INDIVIDUALS

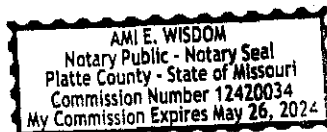
STATE OF MISSOURI)
)SS
COUNTY OF PLATTE)

On this 26 day of February, 2021, appeared Gregg Givens,
personally known to me to be the person(s) who executed the foregoing instrument and
acknowledged to me that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
in the county and state aforesaid the day and year written above.



Notary Public



My Commission Expires: _____

Exhibit A

Legal Description of Temporary Construction Easement

EXHIBIT "A" LEGAL DESCRIPTION

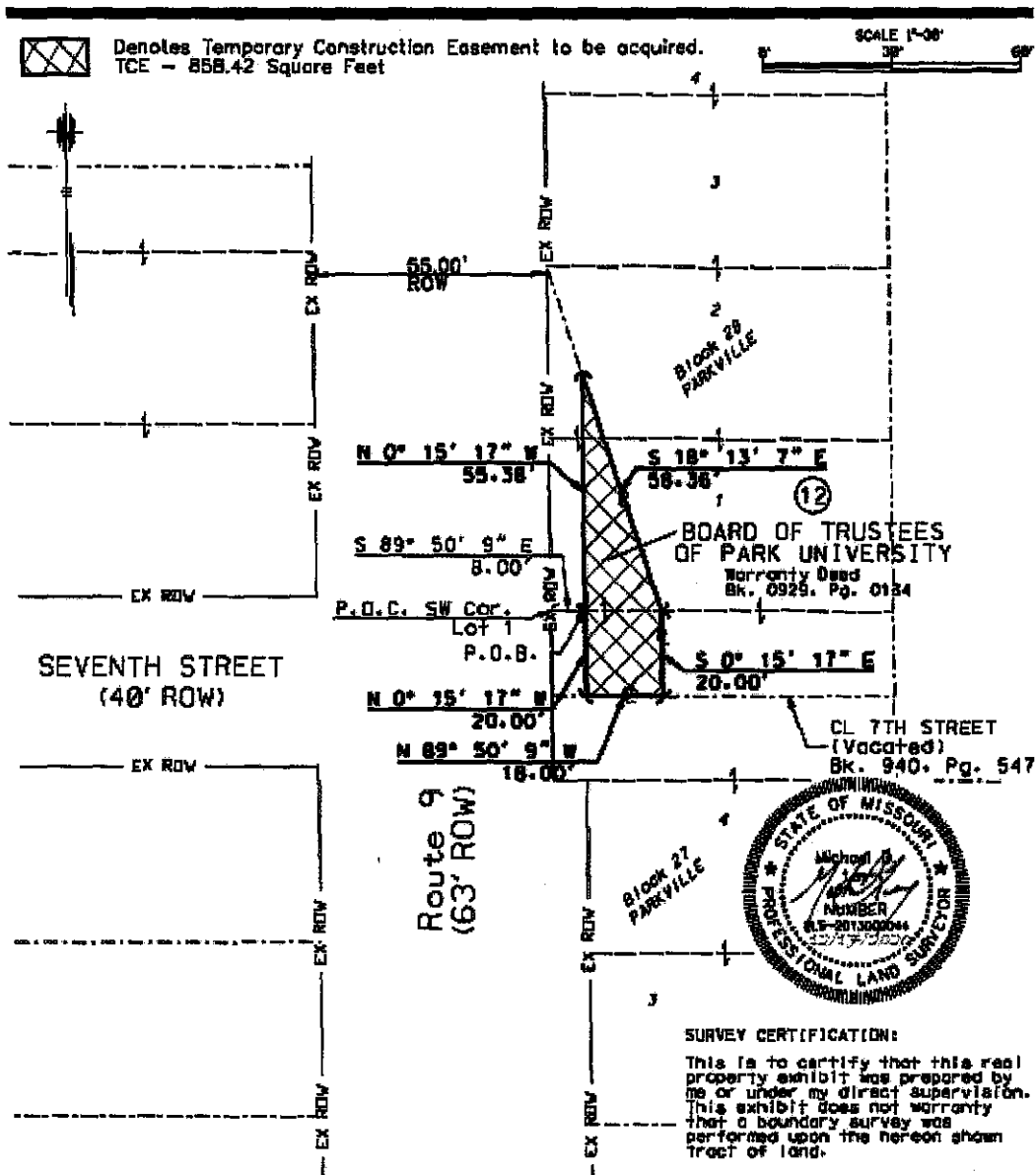
TEMPORARY CONSTRUCTION EASEMENT:

Temporary Construction Easement over part of Lot 1 and Lot 2, Block 28, PARKVILLE, a subdivision of land in the City of Parkville, Platte County, Missouri, and over part of the North half of vacated Seventh Street per document in Book 940 at Page 547, being more particularly described as follows:

COMMENCING at the Southwest corner of said Lot 1, said point also being on the East Right-of-Way line of Route 9, as now established, and said point also being on the North line of said vacated Seventh Street; thence South 89°50'09" East, along the South line of said Lot 1, a distance of 8.00 feet, to the POINT OF BEGINNING; thence North 00°15'17" West, departing said South line, a distance of 55.38 feet, to a point on the East line of a Tract of land recorded in a deed in Book 0929 at Page 0134; thence South 18°13'07" East, along said East line, a distance of 58.36 feet, to a point on the South line of said Lot 1; thence South 00°15'17" East, continuing along said East line, a distance of 20.00 feet, to a point on the centerline of said vacated Seventh Street; thence North 89°50'09" West, along said centerline, a distance of 18.00 feet; thence North 00°15'17" West, departing said centerline, a distance of 20.00 feet, to the POINT OF BEGINNING, containing 858.42 square feet or 0.02 acres, more or less.

Exhibit B

Map of Temporary Construction Easement



Title of Document: General Warranty Deed

Date of Document:

Grantor: Park University

Grantee: Parkville, Missouri

Mailing Address (Grantee): 8800 Clark Avenue
Parkville, MO 64152

Legal description:

PERMANENT RIGHT-OF-WAY:

Permanent Right-of-Way over part of Lot 1 and Lot 2, Block 28, PARKVILLE, a subdivision of land in the City of Parkville, Platte County, Missouri, and over part of the North half of vacated Seventh Street per document in Book 940 at Page 547, being more particularly described as follows:

BEGINNING at the Southwest corner of said Lot 1, said point also being on the East Right-of-Way line of Route 9, as now established, and also being on the North line of said vacated Seventh Street; thence North 00°15'17" West, along said East Right-of-Way line, a distance of 80.00 feet, to the Northwest corner of said Lot 2, said point also being at the North corner of a Tract of land recorded in a deed in Book 0929 at Page 0134; thence South 18°13'07" East, departing said East Right-of-Way line, along the East line of said Tract of land, a distance of 25.94 feet; thence South 00°15'17" East, departing said East line, a distance of 75.38 feet, to a point on the centerline of said vacated Seventh Street; thence North 89°50'09" West, along said centerline, a distance of 8.00 feet, to a point on said East Right-of-Way line; thence North 00°15'17" West, along said East Right-of-Way line, a distance of 20.00 feet, to the POINT OF BEGINNING, containing 761.53 square feet or 0.02 acres, more or less.

Tract 12

GENERAL WARRANTY DEED

THIS AGREEMENT, made this February 24 2021, by and between, PARK UNIVERSITY, having an address of 8700 NW RIVER PARK DR, CMB #25, PARKVILLE MO 64152, owner of the property herein described, hereinafter known as the Grantor and party of the first part, and Parkville, Missouri, a political subdivision of the state of Missouri, hereinafter known as the Grantee and party of the second part.

GRANTEE'S ADDRESS: 8800 Clark Avenue, Parkville, Missouri 64152

WITNESSETH: Grantor, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION (\$1.00 & O.V.C.), to be paid by the Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain and sell, convey and confirm fee simple title to the following described real estate and interests in real estate in the County of Platte, State of Missouri, as legally described in Exhibit A which is attached hereto and incorporated herein, to the City of Parkville, Missouri, to-wit:

PERMANENT RIGHT-OF-WAY DESCRIPTION:

See attached Exhibits A and B

Grantee shall obtain all rights, privileges, appurtenances and immunities belonging to Grantor, their successors and assigns forever.

Grantor hereby covenants that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed. Grantor covenants that they have good right to convey the property. Grantor covenants that the said premises are free and clear of any encumbrances done or suffered by them or those under whom they claim; and that they will warrant and defend the title to said premises unto the City of Parkville and unto its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has executed the above the day and year first above written.

Gregg Wm. Givens

Gregg Wm. Givens
Printed Name

ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF MISSOURI)
)SS
COUNTY OF PLATTE)

On this 26 day of February, 2021, appeared Gregg Givens, who were by me duly sworn and who are personally known to me to be the person(s) who executed the foregoing instrument and that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Ami E. Wisdom
Notary Public

My Commission Expires: _____

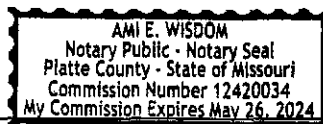


Exhibit A

Legal Description of Permanent Right-Of-Way

EXHIBIT "A" LEGAL DESCRIPTION

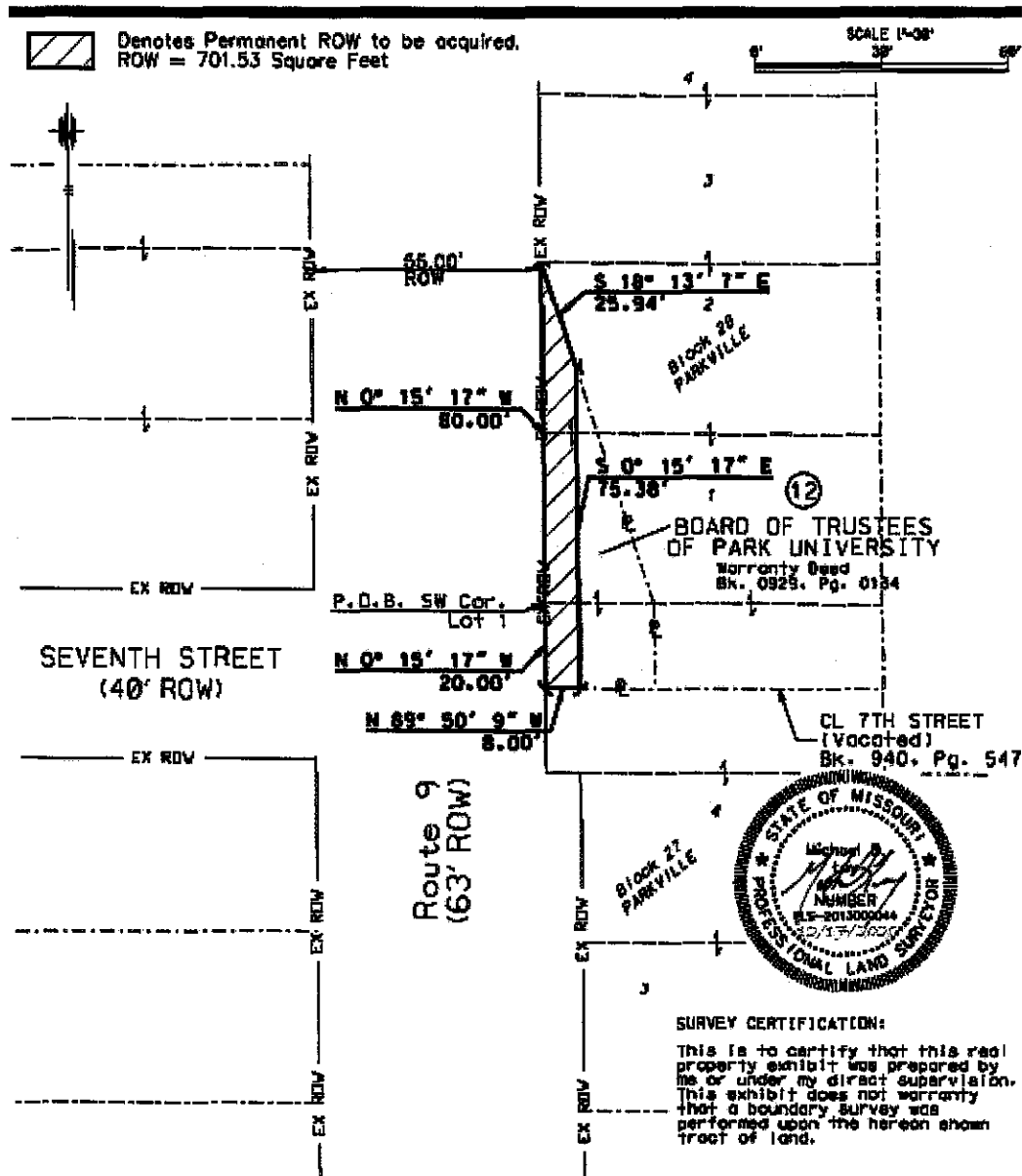
PERMANENT RIGHT-OF-WAY:

Permanent Right-of-Way over part of Lot 1 and Lot 2, Block 28, PARKVILLE, a subdivision of land in the City of Parkville, Platte County, Missouri, and over part of the North half of vacated Seventh Street per document in Book 940 at Page 547, being more particularly described as follows:

BEGINNING at the Southwest corner of said Lot 1, said point also being on the East Right-of-Way line of Route 9, as now established, and also being on the North line of said vacated Seventh Street; thence North 00°15'17" West, along said East Right-of-Way line, a distance of 80.00 feet, to the Northwest corner of said Lot 2, said point also being at the North corner of a Tract of land recorded in a deed in Book 0929 at Page 0134; thence South 18°13'07" East, departing said East Right-of-Way line, along the East line of said Tract of land, a distance of 25.94 feet; thence South 00°15'17" East, departing said East line, a distance of 75.38 feet, to a point on the centerline of said vacated Seventh Street; thence North 89°50'09" West, along said centerline, a distance of 8.00 feet, to a point on said East Right-of-Way line; thence North 00°15'17" West, along said East Right-of-Way line, a distance of 20.00 feet, to the POINT OF BEGINNING, containing 701.53 square feet or 0.02 acres, more or less.

Exhibit B

Map of Permanent Right-Of-Way



**ACQUISITION AGREEMENT
CITY OF PARKVILLE, MO**

This agreement made and entered into this _____ day of _____, 2020, by and between **PARK UNIVERSITY**, hereinafter called the **Owner** and the **CITY OF PARKVILLE, MISSOURI**, hereinafter called the **City**.

1. In consideration of the conditions set forth in paragraphs 2 and 3 hereof, the **Owner** agrees to grant to the **City**, Right-of-Way and/or Easement(s) upon the following described tract of land:

See attached legal descriptions

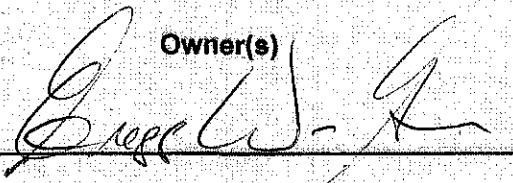
2. Upon delivery of the recorded executed grants on the City's standard form(s) the **City** agrees to pay the **Owner** the total sum of \$ 825.00 which is full compensation for the Right-of-Way and/or Easement(s) described in the attached documents.
3. Upon delivery of the recordable executed grants on the City's standard form, the **City** agrees to pay the **Owner** the total sum of \$ _____, which is full compensation for the cost to cure items described below:

**Tree located in the Southeast corner of the tract will not be disturbed by the contractor.

-
4. It is agreed by the **Owner** that the money provided by the **City** for cost to cure items will serve as full consideration for their satisfaction of the cost to cure items and release the **City** from any further responsibility for, or Owner's objections to the same.
 5. The undersigned **City** representative has approved this agreement as being reasonable, prudent, and in the public interest.
 6. Total compensation to be paid by the City to the Owner:

Total Right-of-Way / Permanent Easement	
Total Temporary Construction Easement	\$825.00
Total Cost to Cure	
TOTAL COMPENSATION DUE OWNER	\$825.00

Owner(s)



Gregg Wm. Givens

Type or Print Name

City of Parkville, MO

By: _____

Name: Alysen Abel

Title: Public Works Director

Date: _____

Type or Print Name

Project: Six at Park Intersection Project

Date: 2-5-2021

Address: 8700 NW River Park Dr.

Parkville, MO 64152

Phone No: (816) 584-6249

Title of Document: Temporary Construction Easement

Date of Document:

Grantor: Park University

Grantee: Parkville, Missouri

Mailing Address (Grantee): 8880 Clark Avenue, Parkville, Missouri

Legal description:

TEMPORARY CONSTRUCTION EASEMENT:

Temporary Construction Easement over part of Lot 1 and Lot 2, Block 28, PARKVILLE, a subdivision of land in the City of Parkville, Platte County, Missouri, and over part of the North half of vacated Seventh Street per document in Book 940 at Page 547, being more particularly described as follows:

COMMENCING at the Southwest corner of said Lot 1, said point also being on the East Right-of-Way line of Route 9, as now established, and said point also being on the North line of said vacated Seventh Street; thence South 89°50'09" East, along the South line of said Lot 1, a distance of 26.00 feet, to the POINT OF BEGINNING; thence North 18°13'07" West, departing said South line, a distance of 42.78 feet; thence South 89°24'20" East, a distance of 71.90 feet, to a point on the East line of said Lot 1; thence South 00°15'17" East, along said East line, a distance of 35.50 feet, to a point on the centerline of said vacated Seventh Street; thence North 89°50'09" West, along said centerline, a distance of 54.00 feet; thence North 00°15'17" West, departing said centerline, a distance of 20.00 feet, to the POINT OF BEGINNING, containing 2,696.83 square feet or 0.06 acres, more or less.

Tract 13

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made this 26 day of February, 2021 by and between, PARK UNIVERSITY, having an address of 8700 NW RIVER PARK DR. CMB #25, PARKVILLE MO 64152, owner of the property herein described, hereinafter known as the Grantor and party of the first part, and Parkville, Missouri, a political subdivision of the state of Missouri, hereinafter known as the Grantee and party of the second part.

GRANTEE'S ADDRESS: 8800 Clark Avenue, Parkville, Missouri 64152

WITNESSETH: Grantor, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION (\$1.00 & O.V.C.), to be paid by the City of Parkville, the receipt of which is hereby acknowledged, does by these presents convey, remise, release and quitclaim unto said party of the second part, the following described temporary construction easement in real estate in the County of Platte, State of Missouri, to wit:

Temporary Construction Easement:

See attached Exhibits A and B

Grantor agrees not to obstruct or interfere with Grantee's use and enjoyment of the easement area granted hereunder by any means, including, without limitation, obstructing or interfering with the operation, maintenance or access to the street, roadway, thoroughfare, storm sewers, underground pipe, manholes, catch basins, concrete drainage ways, open water ways, and all necessary appurtenances thereto, by erecting, or causing or allowing to be erected, any building or structure on said easement.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenant that they are lawfully seized of an indefeasible estate in fee in the premises from which temporary easement is herein conveyed and that they have good right to convey the same.

Said right of entrance, occupation, construction, improvement and use of this easement area shall continue during construction and for six (6) months after completion and acceptance of the project.

above written.

Brett W. Green

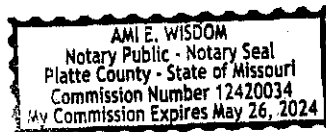
ACKNOWLEDGMENT BY INDIVIDUALS

[illegible]

On this 76 day of February, 2021, appeared Gregg Givens, personally known to me to be the person(s) who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Ami E. Wilsch
Notary Public



My Commission Expires: My Commission Expires May 26, 2024

Exhibit A

Legal Description of Temporary Construction Easement

EXHIBIT "A" LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT:

Temporary Construction Easement over part of Lot 1 and Lot 2, Block 28, PARKVILLE, a subdivision of land in the City of Parkville, Platte County, Missouri, and over part of the North half of vacated Seventh Street per document in Book 940 at Page 547, being more particularly described as follows:

COMMENCING at the Southwest corner of said Lot 1, said point also being on the East Right-of-Way line of Route 9, as now established, and said point also being on the North line of said vacated Seventh Street; thence South 89°50'09" East, along the South line of said Lot 1, a distance of 28.00 feet, to the POINT OF BEGINNING; thence North 18°13'07" West, departing said South line, a distance of 42.78 feet; thence South 69°24'20" East, a distance of 71.90 feet, to a point on the East line of said Lot 1; thence South 00°15'17" East, along said East line, a distance of 35.50 feet, to a point on the centerline of said vacated Seventh Street; thence North 89°50'09" West, along said centerline, a distance of 54.00 feet; thence North 00°15'17" West, departing said centerline, a distance of 20.00 feet, to the POINT OF BEGINNING, containing 2,696.83 square feet or 0.06 acres, more or less.

Exhibit B

Map of Temporary Construction Easement

