FINANCE COMMITTEE
Monday, April 26, 2021 3:30 PM
Administration Conference Room, City Hall

In light of public health order from Platte County related to the COVID-19 pandemic, and given the nature of the items to be considered at this particular meeting, the members of the Finance Committee will meet via telephone or video conference. Members of the public interested in this meeting are encouraged to listen in on the meeting via the following – Telephone: (312) 626-6799; Meeting ID: 850 1219 7228; Password: 455697 – rather than appear at City Hall (note: occupancy will be limited).

1. **Call to Order**
2. **Financial Updates**
   A. City Administrator Approvals
3. **Action Items**
   A. Approve the minutes for the April 12, 2021, meeting
   B. Approve a professional services agreement with The Austin Peters Group, Inc. to update the compensation and classification study market survey (Administration)
   C. Approve Work Authorization No. 76 with FTC Equipment to purchase an aeration basin blower for the wastewater treatment plant (Public Works)
   D. Approve a construction agreement with McConnell & Associates for improvements to the frontage of Pocket Park (Public Works)
4. **Non-Action Items**
5. **Unfinished Business (postponed from prior meetings)**
6. **Other Business**
7. **Adjourn**

Posted Date & Time: 4/23/21; 12:45 p.m. By: MM

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: April 21, 2021

Department: Public Works

Low Bidder and Contract Amount:

Consulting Archaeologist
P.O. Box 5628
Norman, OK 73070-5628

$3,900

General Scope of Work Description/Project:

Professional Services Agreement:

The City will be reconstruction the segment of Hwy 9, from Hwy 45 to Lakeview Drive. A portion of the segment includes the Walnut Grove Cemetery. One of the requirements with MoDOT is to hire an Archeological expert to monitor the construction associated with cemeteries, in accordance with Historic Preservation standards.

There are few experts that perform this type of work. Don Dycus has performed similar inspections on other MoDOT projects. He provided an hourly rate and estimated cost associated with the archeological monitoring, which is outlined in the attached professional services agreement.

The Route 9 construction budget includes funding to cover this expense.

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

Since this is a specialized professional service, staff contacted MoDOT and GBA to obtain the name of an Archeological expert.

Project Start Date: 5/1/21

Estimated Completion Date: 5/1/22

Budget Account Code: 95-515.04-15-00

Authorization:

- ☐ City Administrator: __________ Date: __________
- ☐ Department Head: Alysen Mabel Date: 04/22/21
- ☐ Mayor (if applicable): __________ __________
- ☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

CITY ENGINEERING AND ARCHITECTURAL PROFESSIONAL SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this **13th day of April, 2021** by and between the CITY OF PARKVILLE, MISSOURI ("City") and DON L. DYCUS, RPA, LLC ("Service Provider").

WHEREAS, the City requires Consulting Archaeologist Services ("Project"); and

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

WHEREAS, the City has budgeted funds to acquire on-call engineering and architectural services as necessary to meet the periodic needs of the City.

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

I. **SCOPE OF SERVICES**

A. The term "Services" when used in this Agreement shall mean any and all engineering and architectural services provided by the Service Provider in accordance with this Agreement.

B. The Service Provider agrees to perform and complete the following Services:

   i. When notified by the Public Works Director, Community Development Director or City Administrator, or their designees, either verbally or in writing, the Service Provider shall meet with City staff to discuss engineering and architectural needs. Meetings may occur via telephone or in person at a location of mutual convenience. If requested by City staff, briefly investigate situations or problems, and advise the City staff on the recommended course of action to resolve.

   ii. If a definable scope and work product can be identified and described in writing, Service Provider will prepare a Work Authorization Form (WA Form), using the template labeled Exhibit B, attached hereto and incorporated by reference, which shall contain a written list of work tasks and an estimate number of hours to complete the Services.

   iii. Once approved by the City in writing, the Service Provider will complete the services set forth in the WA Form.

   iv. The City and Service Provider understand that the intent of this Agreement is for the Service Provider to provide their services under an executed WA Form.

   v. The City reserves the right to direct revision of the Services at the City's discretion. The Service Provider shall advise the City of additional costs and time delays, if any, in performing the revision, before Service Provider performs the revised services. If conditions arise which constitute a change in scope to a WA Form, the Service Provider will bring this situation to the attention of City staff as soon as possible. If mutually acceptable, the scope of work and the WA Form will be revised through a properly executed amendment to the WA Form. Service Provider is not eligible for compensation for changes in scope unless approved in writing through a revision to a WA Form.

C. The Service Provider shall provide additional Services under this Agreement only upon written request of the City and only to the extent defined and required by the City. Any additional Services or materials provided by the Service Provider without the City's prior written consent shall be at the Service Provider's own risk, cost, and expense, and the Service Provider shall not make a claim for compensation from the City for such work.

II. STANDARD OF CARE

A. Service Provider shall exercise the same degree of care, skill, and diligence in the performance of all Services to the City that is ordinarily possessed and exercised by reasonable, prudent, and experienced professionals under similar circumstances.

B. Service Provider represents it has all necessary licenses, permits, knowledge, and certifications required to perform the Services described herein.

III. COMPENSATION

A. As consideration for providing the Services, the City shall pay Service Provider as follows:
   a. Services will be billed based on the hourly rates as outlined in Exhibit A.

B. Service Provider shall submit an itemized invoice to the City on the first day of each month that details the Services that were provided in the month immediately prior, as well as any other charges or reimbursements to which the Service Provider is entitled by this Agreement. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Service Provider of the nature of the dispute regarding the balance.

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

IV. SCHEDULE

A. Unless otherwise directed by the City, Service Provider shall commence performance of the Services upon execution of this Agreement.

B. Services shall be completed within the timeframe(s) outlined in WA Form.

C. Unless amended in writing by the City and executed by the parties to this Agreement, the Service Provider's estimate of hours and price shall not be exceeded.

D. Neither the City nor the Service Provider shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.

E. If Service Provider's performance is delayed due to delays caused by the City, Service Provider shall have no claim against the City for damages or payment adjustment other than an extension of time to perform the Services.

V. LIABILITY AND INDEMNIFICATION

A. Service Provider shall indemnify, defend and hold harmless the City and its departments, elected officials, officers, employees and agents, from and against all liability, suits, actions, proceedings, judgments, claims, losses, damages, and injuries (including attorneys' fees and other expenses of litigation, arbitration, mediation or appeal), which in whole or in part arise out of or have been connected with Service Providers' negligence, error, omission, recklessness, or wrongful or criminal conduct in the performance of Services, including performance by Service Provider's employees and agents; or arising from any claim for libel, slander, defamation, copyright infringement, invasion of privacy, piracy and/or plagiarism related to any materials related to materials Service Provider creates or supplies to the City, except to the extent that such claims arise from materials created or supplied by the City.

B. Service Provider's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Service Provider whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.

VI. INSURANCE

The Service Provider shall secure and maintain, at its expense, through the duration of this Agreement the insurance described on Exhibit C subject to such modifications to coverage and requirements as may be accepted by the City.

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

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

B. While upon City premises, the Service Provider's employees and agents shall be subject to the City's rules and regulations respecting its property and the conduct of employees thereon.

VIII. OWNERSHIP OF WORK PRODUCT

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

IX. RELATIONSHIP OF THE PARTIES

A. Service Provider represents that it has, or will secure at Service Provider's own expense, all personnel required in performing the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

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

C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

X. NOTICES

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

B. Notices sent by Service Provider shall be sent to:

City of Parkville
Attn: Alysen Abel, Public Works Director
8880 Clark Ave.
Parkville, MO 64152
(816) 741-7676
aabel@parkvillemo.gov

Consulting Archaeologist
Attn: Don Dycus, MA, RPA
P.O. Box 5628
Norman, OK 73070-5628
405-474-9391
dldycusrpa@att.net

XI. TERM AND TERMINATION

A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.
B. The term of this Agreement shall be two (2) years from the effective date of this Agreement. The City has the option to renew the Agreement for one (1) additional year, with written notice at least 30-days prior to the anniversary date.
C. Notwithstanding Article XI, Paragraph B, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days written notice to the Service Provider. The City shall compensate Service Provider for the Services that have been completed to the City's satisfaction as of the date of termination at the rates set forth on Exhibit A, or if the appropriate compensation of services performed through the date of termination is not set forth on Exhibit A, on a pro-rata basis determined by the percentage of completion of services as described on Exhibit A. Service Provider shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

XII. RESOLUTION OF DISPUTES

A. City and Service Provider agree that disputes relative to the services and the Project shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Service Provider shall proceed with the services as per this Agreement as if no dispute existed.
B. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the City Administrator as to such matter or other action on which the dispute is based.
C. Arbitration of disputes.
    i. Claims, except those waived as provided for elsewhere in this Agreement, which have not been resolved by the procedures described above, shall be decided by

arbitration which, unless the parties mutually agree otherwise, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association.

ii. A demand for arbitration may be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.

iii. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the City or Service Provider and any person or entity with whom the City or Service Provider has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Agreement or not a party to an agreement with the City, except by written consent containing a specific reference to the Agreement signed by the City and Service Provider and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

iv. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

v. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

XIII. MISCELLANEOUS PROVISIONS

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

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

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

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

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

   i. Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
   ii. Service Provider will, in all solicitation or advertisements for employees placed by or on behalf of Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
   iii. Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

F. Authorized Employees. Service Provider acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Service Provider therefore covenants that it will not knowingly be in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Services related to this Agreement, and that its employees can lawfully to work in the United States.

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

H. Interest of Service Provider and Employees. Service Provider covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the scope of work associated with this Agreement or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

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

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

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

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

M. Modifications. The Agreement cannot be modified or amended unless evidenced in writing, executed by both parties.

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

CITY OF PARKVILLE, MISSOURI

By: ________________________

Joseph Parente, City Administrator

ATTEST:

Alyson Mabel

____

Melissa McChesney, City Clerk

DON L. DYCUS, RPA, LLC

By: Don L Dycus

Don L. Dycus

Title: Principal Member

EXHIBIT A

SCOPE OF WORK AND FEES

Route 9 Project:

Archeological assistance on the Route 9 Project. Approximately two days of monitoring with per diem and mileage; and report preparation.

The hourly rate will be billed based on $95/hour and $150 per diem.

The estimated fee will be $3,900.

Parkville Missouri

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: April 21, 2021

Department: Public Works

Low Bidder and Contract Amount:

FTC Equipment LLC
5238 Winner Road
Kansas City, MO 64127

$3,975.73

General Scope of Work Description/Project:

WWTF Sulzer Sump Pump (WA-69):

The sump pump in the basement of the sewer plant was experiencing issues. The City called in FTC to make the repairs to the sump pump. It was found that the sump needed to be replaced in lieu of a repair.

The 2021 budget includes funding for maintenance at the wastewater treatment plant. There is capacity in the Building Maintenance line item to cover this expense.

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

On February 22, 2021, the Board of Aldermen approved an on-call pump maintenance contract with FTC Equipment to maintain the pumps in the City's system.

Project Start Date: 3/1/21

Estimated Completion Date: 4/21/21

Budget Account Code: 30-501.06-01-00

Authorization:

☐ City Administrator: ______________________ Date: ____________
☐ Department Head: Alysen M Abel ____________ 4/21/21
☐ Mayor (if applicable): ______________________ ____________
☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

Parkville
Missouri

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

Work Authorization #69 -2021

Date:	February 23, 2021
Issued to:	FTC Equipment, LLC 5238 Winner Road Kansas City, MO 64127
Project/Work Description Title:	WWTP Sulzer Pump Field Service Call
Scope of Work/Purpose:	WWTP Basement Sump/Wash Down Pump. – Invoice No. 14378

Schedule and Price

- See attached invoice for price breakdown

Total **$3,975.73**

Project Start Date:	February 23, 2021
Estimated Completion Date:	March 23, 2021
Latest Acceptable Date:	March 23, 2021
Estimated Cost:	$3,975.73
Expenditure Limit:	$3,975.73
Budget Account Code:	30-501.06-01-00

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

Name/Title: Angie Schlitzer / Operations Mgr. Signature: Angie Schlitzer
Company: FTC Equipment, LLC Date: 3/16/21

Authorization

Department Head: Alysen Abel Date: 4/21/21
Alysen Abel, Public Works Director

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

Mayor (if over $10,000): Date:
Nanette K. Johnston

For Internal Staff Use Only

(Initial each item and file with executed work authorization)

______ Employment Eligibility Status Verification (if the cost exceeds $5,000)

_x____ Certificate of Insurance that demonstrates compliance with the Terms and Conditions

_x____ Valid business license

FTC Equipment, LLC
5238 Winner Road
Kansas City, MO 64127

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

Invoice

Date	Invoice #
3/1/2021	14378

Bill To
City of Parkville Attn: Accounts Payable 8880 Clark Avenue Parkville, MO 64152

Ship To
City of Parkville WWTP 12303 NW FF Highway Parkville, MO 64152

P.O. No.	Terms	Due Date	Rep	Ship Via	FOB	S/N	W/O Number
Bob Kerbs	Net 30	3/31/2021	MAS	Service	Factory	300267672 / 3004...	WK002081

Quantity	U/M	Item	Description	Unit Price	Amount
			Facility: WWTP Location: Basement Sump Equipment: Sulzer Pump Model S20/2, SN: 300267672, 2HP, 3PH, 460V, 3400RPM, 3.6Amps / Sulzer Pump Model EF10D-2, SN: 665, 1HP, 3PH, 460V, 3450RPM, 2.9Amps 2/17/2021 - Field Service Call to troubleshoot grinder pump. - Arrived at the job site. The customer had two pumps that were down. The customer said they had a power outage a few days ago. The first pump in the basement megged and ohmed good. Checked the incoming power and it was also good. Reset contact and it would trip out and smoke. Checked the fuse and performed other electrical checks to confirm no other problems were present. Inspected the other pump experiencing issues. Checked the incoming power and it was again good. The contact was tripped. Reset the contact and put the pump in hand. Contact tripped instantly. Reset the contact again, then megged and ohmed the pump. The pump was good. Checked the fuse and performed other electrical checks to confirm no other problems were present. Cleaned up the job site.		
3.25	HR	Labor-MO-KA	Labor-MO	85.00	276.25
3.25	HR	Labor-MO-SA	Labor-MO	85.00	276.25
1		Truck	Service Truck Charge	150.00	150.00
1		MLS	Materials, Lubes, Solvents & Supplies	50.00	50.00

We appreciate the opportunity to be of service to you!

Subtotal	
Sales Tax (8.6%)	
Total	

Please remit to: FTC Equipment, LLC
5238 Winner Road
Kansas City, MO 64127

FTC Equipment, LLC
5238 Winner Road
Kansas City, MO 64127

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

Invoice

Date	Invoice #
3/1/2021	14378

Bill To
City of Parkville Attn: Accounts Payable 8880 Clark Avenue Parkville, MO 64152

Ship To
City of Parkville WWTP 12303 NW FF Highway Parkville, MO 64152

P.O. No.	Terms	Due Date	Rep	Ship Via	FOB	S/N	W/O Number
Bob Kerbs	Net 30	3/31/2021	MAS	Service	Factory	300267672 / 3004...	WK002081

Quantity	U/M	Item	Description	Unit Price	Amount
			2/18/2021 - Field Service Call to replace control panel components. - Arrived at the job site. Shut the breaker off to the sump pump, and checked for voltage. Removed the old contactor and overload. Installed the new contact with new overloads. Turned the breaker on, and checked the voltage. Put the pump to run in hand, and the pump ran for 10 seconds then tripped. Tried to reset the breaker, but the pump would not run. Pushed the contactor in and took an amp draw. The pump was pulling 18 amps. Shut off power to the panel and pulled the pump. The wear plate had broken off from the pump and the impeller would not spin freely. Called the shop to bring out a replacement pump. Shut off breaker to other pump that was experiencing issues. Checked the voltage to ensure that the power was off. Removed old the breaker, installed the new breaker. Test ran pump and the contactor pulled in. Checked the amps on pump while it was running, and there were no amps were present. Pulled the pump and test ran it again, but the pump would not kick on. Megged pump and it was good. Ohmed the contactor while it was off, and the contactor was good. Performed other electrical checks to confirm that the pump was bad. Called shop to see if we had a replacement pump on hand, but we did not. Cleaned up the job site.		
3.5	HR	Labor-MO-KA	Labor-MO	85.00	297.50
3.5	HR	Labor-MO-SA	Labor-MO	85.00	297.50

We appreciate the opportunity to be of service to you!

Subtotal	
Sales Tax (8.6%)	
Total	

Please remit to: FTC Equipment, LLC
5238 Winner Road
Kansas City, MO 64127

FTC Equipment, LLC
5238 Winner Road
Kansas City, MO 64127

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

Invoice

Date	Invoice #
3/1/2021	14378

Bill To
City of Parkville Attn: Accounts Payable 8880 Clark Avenue Parkville, MO 64152

Ship To
City of Parkville WWTP 12303 NW FF Highway Parkville, MO 64152

P.O. No.	Terms	Due Date	Rep	Ship Via	FOB	S/N	W/O Number
Bob Kerbs	Net 30	3/31/2021	MAS	Service	Factory	300267672 / 3004...	WK002081

Quantity	U/M	Item	Description	Unit Price	Amount
1	EA	LC1D12G7	SquareD Contactor, 600VAC, 12Amp	50.74	50.74
1	EA	LRD14	Overload Relay	88.45	88.45
1	EA	GV2ME16	Starter, 14A, 600V	289.71	289.71
1	EA	PRZ2C1111212111	ABS Model S20/2 Piranha Grinder Pump, 2 HP, 3 PH, 460 V, 1 1/4" Discharge SN: 300479163	1,838.72	1,838.72
1		Truck	Service Truck Charge	150.00	150.00
1		MLS	Materials, Lubes, Solvents & Supplies	50.00	50.00
1		Freight	Freight	160.61	160.61

We appreciate the opportunity to be of service to you!

A convenience fee of 4% will be added to all credit card orders. Accounts not paid within terms are subject to a 1.5% monthly finance charge.

Please remit to: FTC Equipment, LLC
5238 Winner Road
Kansas City, MO 64127

Subtotal	$3,975.73
Sales Tax (8.6%)	$0.00
Total	$3,975.73

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: April 22, 2021

Department: Public Works

Low Bidder and Contract Amount:

Aqua Azul
13701 6th Street, Suite C1
Armona, CA 93202

$5,902.50

General Scope of Work Description/Project:

Purchase Order – UV Bulbs and Ballasts:

The wastewater treatment plant includes an ultraviolet building that is used during the peak months (April thru October) as an additional level of disinfection of the treated discharge. The building includes several UV units that contains 40 units for bulbs and ballasts. The equipment needs to be replaced periodically. The last time the equipment was replaced was in 2017.

The 2021 Sewer Fund budget includes funding for the replacement of UV bulbs and ballasts. There is capacity in the Building Maintenance line item to cover this expense.

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

Aqua Azul is the primary provider of the specific bulbs and ballasts for the UV building.

Project Start Date: 4/22/21

Estimated Completion Date: 12/31/21

Budget Account Code: 30-501.04-51-00

Authorization:

- ☐ City Administrator: ______________________ Date: ______________
- ☐ Department Head: Alysen Makel Date: 04/22/21
- ☐ Mayor (if applicable): ______________________ ______________
- ☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

PURCHASE ORDER
(non-construction)

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

Date: April 19, 2021

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

VENDOR: AQUA AZUL
13701 6th Street, Ste. C1
Armona, CA 93202

Phone: 559-589-1430 Fax: 559-589-1185 Website: aquaazul.com

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

INVOICE TO: Bob Kerbs, 8880 Clark Ave., Parkville, MO 64152

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

Vendor agrees to furnish following goods in accordance with the terms and provisions of this Purchase Order Agreement consisting of 6 pages including attachments. Purchaser agrees to pay the total sum of **FIVE THOUSAND NINE HUNDRED TWO DOLLARS AND 50/100 ($5,902.50)** for such materials, subject to any additions or deductions agreed upon in writing**. Freight charges are included in purchase price and sales taxes will not be charged to the Purchaser as a tax exempt entity. Purchaser will provide Vendor with a Tax Exemption Certificate upon request**. Payment is to be made within thirty (30) days after delivery of goods and receipt of invoice. This purchase order is only valid through June 30, 2021.

ITEMS:	SCHEDULE OF DELIVERY:
40 Ultraviolet Lamps @ $60 ea. 40 Quartz Sleeve 69" Long Open One End Vertical Mount @ $40 ea. 150 Wiper Rings @ $2.25 ea. 4 Electronic Ballast @ $150 1 Ultraviolet Sensor for wastewater @ $390 2 – 2 wire harness for ultraviolet lamp @ $25.00 Crating Fee @ $225.00 Shipping @ $300.00 ______________________ Total: $5,902.50 See Attachment "A" – Terms and Conditions See Attachment "B" – Insurance Requirements See Attachment "C" - Quote	F.O.B. 12303 NW FF Highway, Parkville, MO 64152 Contact Bob Kerbs @ 816-891-0003 at least 24 hours in advance to schedule delivery

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

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

CITY OF PARKVILLE, MISSOURI. ("Purchaser")	**KC TENT & AWNING COMPANY ("Vendor")**
By: ____________________	**By:** Earl Martin
Title: Joe Parente, City Administrator	**Title:** EArl Martin Sales Manager
Date: ____________________	**Date:** 4/20/21

Alyson Makel 04/22/21

DB04/0832356.0002/11300728.1 WP08

13701 6th Street Ste. C1,
Armona, CA 93202
Billing: P.O. Box 337,
Armona, CA 93202

QUOTE # 4129
REV 1

To:

Name	BOB KERBS
Company Name	Alliance Water
Street Address	8880 Clark Avenue
City, State, Zip	Parkville MO 64152
Phone No.	816-891-0003
Fax No.	816-891-0187
E-mail Address	bkerbs@alliancewater.com

Issue Date	April 8, 2021
Quote Prepared By	Exaul Martin
Expiration Date	90 Days
Phone No. & Ext.	559-589-1430
Reference No.	Phone
Anticipated Purchase Date	ASAP
Project	Parkville MO WWTP

Payment Terms	Net 30 2%

Order Lead Time	Will be in contact
Freight Terms - FOB Armona, CA.	

Model #	Quantity	Description	Unit Price	Total
L-1-941-HO-N	40	Ultraviolet Lamps	$60.00	$2,400.00
Q-6-1753-TT	40	Quartz Sleeve 69" Long Open One End Vertical Mount	$40.00	$1,600.00
W-8-119	150	Wiper Rings	$2.25	$337.50
B-1-431-RE1264-NC	4	Electronic Ballast	$150.00	$600
15-216A-WW	1	Ultraviolet Sensor for wastewater	$390.00	$390.00
H-4-172-2-N	2	2 wire harness for Ultraviolet lamp	$25.00	$50.00
			Crating Fee	$225.00
			Shipping	$300.00

Quote valid for 90 days from issue date. All monetary units expressed in US$

Aqua Azul has recommended/specified equipment based on information presented by the purchaser. Aqua Azul Corp. will not be held responsible for the performance of the equipment after equipment modifications have been made or due to improper installation.

THANK YOU FOR YOUR BUSINESS!

Finance Committee Meeting
Monday, April 12, 2021 3:30 PM
Administration Conference Room, City Hall

Draft Minutes

1. Call to Order

Chair Sportsman called the meeting to order at 3:33 p.m. A quorum was present.

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

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

2. Financial Updates

A. City Administrator Approvals

In the City Administrator Joe Parente's absence, Public Works Director Alysen Abel provided an overview of approvals within his approval.

3. Action Items

A. Approve the minutes for the March 22, 2021, meeting

Tina Welch moved to approve the minutes for the March 22, 2021, meeting. Dave Rittman seconded; motion passed 5-0.

B. Approve a construction agreement with McConnell & Associates for improvements to the frontage of Pocket Park

Public Works Director Alysen Abel stated that staff engaged Renaissance Infrastructure Consulting, with whom the City had an on-call architecture and engineering agreement, to design safety improvements to the frontage of Pocket Park. The project was split into three different parts that included the frontage, the south staircase and moving the Grigsby Statue. Renaissance designed two concepts for the project. The first concept was to build a six-foot bump out into the street that would add bollards for safety and leave enough space to keep the loading zone. Abel noted that a majority of the utilities were located at the back of the curb and if the bollards were installed on the bump out most of the utilities would not have to be relocated. The second concept would add bollards at the back of the curb.

Discussion focused on looking into using the bollards as an internal structure in concrete planters to improve the aesthetics of the area. Abel said that staff would look at costs for standalone concrete planters and concrete planters with bollards in the internal structure. The consensus of the Committee was to allow staff time to research the options prior to approval by the Board of Aldermen.

No action was taken.

C. **Approve a construction services agreement with HydroKlean for the 2021 Sanitary Sewer Closed Circuit Television and Cleaning program**

Public Works Director Alysen Abel said that the sanitary sewers were televised, repaired and cleaned annually. A bid opening was held in April and three responses were received. She noted that because the bid was under budget additional work could be completed with the remaining funds.

Rittman moved to recommend that the Board of Aldermen approve a construction services agreement with HydroKlean for the 2021 Sanitary Sewer CCTV and Cleaning Program in the amount of $30,700, with the unit prices provided in the bid documents. Welch seconded; motion passed 5-0.

D. **Approve a two-year on-call service agreement with Absolute Comfort Technologies for generator maintenance**

Public Works Director Alysen Abel stated that city hall and the pump stations each had a generator and Absolute Comfort Technologies had conducted maintenance for several years. Staff reached out and asked for a detailed list of unit prices which were similar to what the City had been paying. The on-call agreement would lock the unit prices in for two years for routine and emergency calls.

Community Development Director Stephen Lachky left the meeting at 4:21 p.m.

Rittman moved to recommend that the Board of Aldermen approve a on-call service agreement with Absolute Comfort Technologies for generator maintenance services for a two-year term. Welch seconded; motion passed 5-0.

E. **Approve a purchase order with Heritage Tractor for a mower for the Sewer Division of the Public Works Department**

Public Works Director Alysen Abel said that the sewer plant had access to a mower that needed to be replaced. Funding was placed in the 2020 Sewer Fund Capital Improvement Program for the Sewer Fund and was carried over to 2021. Staff checked with other vendors and Heritage Tractor, a regional supplier, had better pricing. The purchase was under budget and included a three-year service package.

Rittman moved to recommend that the Board of Aldermen approve a purchase order with Heritage Tractor for a mower for the Sewer Division of the Public Works Department in the amount of $14,628. Welch seconded; motion passed 5-0.

F. **Approve Work Authorization No. 134 with North Hills Engineering for the design of the FF Hwy Pump Station reconstruction project**

Public Works Director Alysen Abel stated that the FF Highway Pump Station primarily served areas north of the pump station and needed to be reconstructed. The project would include purchasing two new pumps and replacing the mechanical and electrical. North Hills Engineering was the City's on-call engineer for sewer-related projects and the work authorization would be for the design of the project.

Rittman moved to recommend that the Board of Aldermen approve Work Authorization No. 134 with North Hills Engineering for the design of the FF Highway Pump Station reconstruction in the amount of $11,627. Welch seconded; motion passed 5-0.

G. **Approve a construction agreement with Superior Bowen for the improvements to Jones Myer Road**

Public Works Director Alysen Abel said that staff discovered Platte County would be making improvements to Jones Myer Road and a portion from Highway 45 to Route N was within the city limits. Platte County contracted with Superior Bowen for the improvements and their contract included a provision allowing other jurisdictions in the county to use their contract. Staff compared the County's pricing to pricing from Phillips Paving for the mill and overlay project and determined that Superior Bowen's pricing was lower. Staff confirmed that Superior Bowen would honor the County's pricing and the improvements would total $56,500. The City's agreement with Phillips Paving for the mill and overlay was under budget and the remaining funds would help cover the cost to improve Jones Myer Road.

The consensus of the Committee was for staff to make sure that funding for the other mill and overlay projects would not be affected.

Rittman moved to recommend that the Board of Aldermen approve a construction agreement with Superior Bowen for the improvements to Jones Myer Road in an estimated amount of $54,504.75, according the unit prices in the contract. Welch seconded; motion passed 5-0.

4. Non-Action Items

5. Unfinished Business (postponed from prior meetings)

6. Other Business

Finance/Human Resources Director Matthew Chapman said that on March 22 the Committee discussed the challenges of the Police Department to hire officers, noting that he and City Administrator Joe Parente met with Chief Chrisman and Captain Jordan to discuss their recommendations. He and Joe met with the consultants to discuss the next logical steps and were working toward updating the market survey. Any changes would become effective in 2022. Chief Chrisman was looking into short-term plans for adjustments.

Chair Sportsman requested that staff look into options for the entrance to the large dog park in Platte Landing Park to keep from having to close it after heavy rains.

Vice Chair Rittman requested an update on the status of the Route 9 projects. Public Works Director Alysen Abel said that the bids for improvements at Sixth Street were due April 15 and staff planned to bypass the Finance Committee so a contract could be approved sooner. The bid for improvements from Highway 45 to Lakeview Drive was being reviewed by the Federal Highway Administration.

7. Adjourn

Chair Sportsman adjourned the meeting at 5:27 p.m.

Submitted by:

____________________ _________________

Melissa McChesney Approval Date
City Clerk

CITY OF PARKVILLE
Policy Report

Date: April 22, 2021

Prepared By:
Matthew Chapman, Finance/HR Director

Reviewed By:
Joe Parente, City Administrator

ISSUE:
Approve a professional services agreement with The Austin Peters Group, Inc. to update the compensation and classification study market survey (Administration)

BACKGROUND:
In June 2017, the Board of Alderman authorized the hiring of a consultant to perform a Compensation and Classification Study of all City employees. The intent of the study was to review employee compensation and benefits. It included updating job descriptions based on current duties, evaluating and classifying positions into pay grades, and determining what market adjustments should be made to pay rates based upon information obtained from peers for wages and benefits. The Board of Alderman was interested in updating the City's classification plan to ensure it is maintained as equitable within the organization and market competitive. Both are critical to attracting quality employees, retaining top performers, and motivating employees to perform at high levels.

The Board of Alderman approved the funding of the adjustments recommended by the study be paid out over two budget years - 2018 and 2019. In order to remain competitive with our peer cities, staff believes a Market Survey update is necessary. Austin Peters Group (APG) will complete a survey of peer cities identifying adjustments over the past three years and planned future adjustments. This will be a survey of participating peers from the 2017 survey. The peer city survey will identify what increases in actual pay and pay ranges were made the past three years as well as the planned adjustment for 2021.

As part of the update, APG will review law enforcement adjustments separately. Staff has had discussions with the consultant to separate the police positions from the general classification system. While the overall goal of a compensation system includes promoting internal equity within the classification system for the entire workforce, it is acknowledged market conditions in public safety warrant a separate review. The market data update, as well as any identified position re-evaluations, will be examined as part of the update.

BUDGET IMPACT:
Project costs will be charged in the Professional Services line item (10-501.08-02-02) in the Administration budget. The total project cost will not exceed $4,000. The Peer City Survey will cost $1,200 and any position re-evaluation will be $200 per position.

ALTERNATIVES:

1. Approve a professional services agreement with The Austin Peters Group, Inc. to update the compensation and classification study market survey in an amount not to exceed $4,000.
2. Do not approve the recommendation and provide further direction.
3. Postpone the item.

STAFF RECOMMENDATION:
Staff recommends that the Finance Committee approve a professional services agreement with The Austin Peters Group, Inc. to update the compensation and classification study market survey in an amount not to exceed $4,000.

POLICY:
The Purchasing Policy, Resolution No. 10-02-14, allows the City Administrator to approve purchases of up to $10,000. This purchase could be considered outside of the normal operation budgeting expenses set forth in the adopted budget. The City Administrator is requesting approval from the Finance Committee prior to executing this agreement.

SUGGESTED MOTION:
I move to approve a professional services agreement with The Austin Peters Group, Inc. to update the compensation and classification study market survey in an amount not to exceed $4,000.

ATTACHMENTS:
1. Letter of Understanding
2. Agreement

OVERLAND PARK, KS OFFICE: P.O. Box 27196, Overland Park, KS 66225 Phone: (913) 851-7530
FORT COLLINS, CO OFFICE: 4809 Prairie Vista Drive, Fort Collins, CO 80526 Phone: (970) 266-8724
Fax: (913) 851-7529
www.austinpeters.com

LETTER OF UNDERSTANDING

Market Survey Update

April 8, 2021

This letter shall serve as a letter of understanding between the Parkville, Missouri ("Parkville") and The Austin Peters Group, Inc. of Overland Park, Kansas ("The Austin Peters Group, Inc."), governing the provision of professional human resource consulting for Parkville.

The Austin Peters Group, Inc. shall provide consulting services for human resources as outlined in this Letter of Understanding. The timeframe for the project will be twelve weeks July 1, 2021 – September 31, 2021. The final report will provide a recommendation for range and pay adjustments based on the updated market survey at the 60th Percentile. Any positions found to be 'out of market' will be identified for adjustments. The recommendation will review law enforcement adjustments separately. If Parkville requests additional calculations and cost analysis, APG will charge an hourly rate of $150. Both parties must agree to any changes in this agreement. This agreement's obligations and benefits shall apply to any successor companies.

A deposit of 25% (twenty five percent) shall be required prior to the commencement of project. Three additional payments will be made by Parkville upon completion of the project as invoiced by The Austin Peters Group, Inc.

With regard to the services to be performed by The Austin Peters Group, Inc. pursuant to the terms of the agreement, The Austin Peters Group, Inc. shall not be liable to Parkville, Missouri or to anyone who may claim any right due to his relationship with Parkville, Missouri for any acts or omissions in the performance of said services on the part of The Austin Peters Group, Inc. or on the part of the agents or employees of The Austin Peters Group, Inc., except when said acts or omissions of The Austin Peters Group, Inc. are due to their willful misconduct.

Parkville, Missouri agrees that the liability of The Austin Peters Group, Inc., its officers, agents, employees, and contractors, regardless of the legal theory under which such liability is imposed, shall not exceed the total fee paid to The Austin Peters Group, Inc. for the particular documents, calculations or other associated services that gave rise to the claim being asserted by Parkville. In no event shall The Austin Peters Group, Inc., its officers, agents, employees and contractors, be liable for any special, incidental or consequential damages.

If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid and operative, or if it cannot be so modified, then severed, and the remainder of the Agreement shall continue in full force and effect as if the Agreement had been signed with the invalid portion so modified or eliminated.

If the terms of this agreement meet with your approval, please indicate the same below by your signature and a return copy (both pages of this section "LETTER OF UNDERSTANDING…") for my files. Returning via email is preferred, it can be sent to etatarko@austinpeters.com.

Sincerely,

Elizabeth Tatarko

Elizabeth Tatarko
Vice President
Accepted by: Parkville, Missouri

By: ______________________________

Title: ____________________ Date ____________________

SALARY SURVEY SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this 4th day of May, 2021, by and between the CITY OF PARKVILLE, MISSOURI (“City”) and The Austin Peters Group, Inc.

WHERAS, the accomplishment of the work and services described in this Agreement is necessary and essential to the Classification/Compensation System of the City; and

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

WHEREAS, the City desires to engage the Consultant to render professional consulting services for the project described in this Agreement, and the Consultant is willing to perform such services

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

I. SCOPE OF SERVICES
  A. The term “Services” when used in this Agreement shall mean any and all consulting services provided by the Service Provider in accordance with this Agreement.
  B. The City agrees to retain Service Provider and Service Provider agrees to perform and complete the Services described as follows:

II. The Consultant shall perform professional consulting services relevant to the Project in accordance with the terms and conditions set forth herein, and as provided in Exhibit A, which is attached hereto and incorporated by reference herein.
  A. The City reserves the right to direct revision of the Services at the City’s discretion. Service Provider shall advise the City of additional costs and time delays, if any, in performing the revision, before Service Provider performs the revised services.
  B. Service Provider shall provide Services under this Agreement only upon written request of the City and only to the extent defined and required by the City. Any additional services or materials provided by the Service Provider without the City’s prior written consent shall be at the Service Provider’s own risk, cost, and expense, and Service Provider shall not make a claim for compensation from the City for such work.

III. STANDARD OF CARE
  A. Service Provider shall exercise the same degree of care, skill, and diligence in the performance of all Services to the City that is ordinarily possessed and exercised by reasonable, prudent, and experienced professionals under similar circumstances.
  B. Service Provider represents it has all necessary licenses, permits, knowledge, and certifications required to perform the Services described herein.

IV. COMPENSATION
  A. As consideration for providing the Services, the City shall pay Service Provider a lump sum of $1,200 for the Market Survey Update and $200 per position re-evaluation with a total amount not to exceed $4,000.

B. The Service Provider is not entitled to reimbursement for expenses or incidentals.
C. Service Provider shall submit an itemized invoice to the City on the first day of each month that details the Services that were provided in the month immediately prior. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Service Provider of the nature of the dispute regarding the balance.
D. Service Provider shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

V. SCHEDULE

A. Unless otherwise directed by the City, Service Provider shall commence performance of the Services upon execution of this Agreement.
B. The work shall be completed by September 30th, 2021, and the City reserves the right to withhold up to two percent (2%) of compensation for each week (seven calendar days) that the work remains incomplete beyond October 7, 2021.
C. Neither the City nor the Service Provider shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.
D. If Service Provider's performance is delayed due to delays caused by the City, Service Provider shall have no claim against the City for damages or payment adjustment other than an extension of time to perform the Services.

VI. LIABILITY AND INDEMNIFICATION

A. Service Provider 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 Service Providers' negligence, error, omission, recklessness, or wrongful or criminal conduct in the performance of Services, including performance by Service Provider's employees and agents; or arising from any claim for libel, slander, defamation, copyright infringement, invasion of privacy, piracy and/or plagiarism related to any materials related to materials Service Provider creates or supplies to the City, except to the extent that such claims arise from materials created or supplied by the City.
B. Service Provider's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Service Provider whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.

VII. INSURANCE

A. The Service Provider shall secure and maintain, at its expense, through the duration of this Agreement Commercial General Liability Insurance on an occurrence basis with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate coverage. Service Provider shall also secure and maintain Worker's Compensation and Employer's Liability Insurance, when applicable, at the limits required by state and/or federal law. The City will only accept coverage from an insurance carrier that offers proof that it :

   a. Is licensed to do business in the State of Missouri;
   b. Carries a Best's policy holder rating of A or better; and
   c. Carries at least a Class X financial rating.

B. The City reserves the right to review certified copies of any and all insurance policies to which this Agreement is applicable. The City shall be given not less than thirty (30) days written notice from the insurer(s) at risk before cancellation, non-renewal, or material modification of coverage.

VIII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

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

B. While upon City premises, the Service Provider's employees and agents shall be subject to the City's rules and regulations respecting its property and the conduct of employees thereon.

IX. OWNERSHIP OF WORK PRODUCT

All documents, materials and work products produced in whole or in part under this Agreement shall not be the subject of an application for copyright by or on behalf of Service Provider. The City shall be deemed the author of any such data for which Service Provider has been compensated to produce.

X. RELATIONSHIP OF THE PARTIES

A. Service Provider represents that it has, or will secure at Service Provider's own expense, all personnel required in performing the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

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

C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

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 Service Provider shall be sent to:

City of Parkville
Attn: Matthew Chapman, Finance/Human Resources Director
8880 Clark Ave.
Parkville, MO 64152

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

The Austin Peters Group, Inc.
Attn: Rebecca Crowder, President
P.O. Box 27196
Overland Park, KS 66225

XII. TERM AND TERMINATION

A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.
B. The term of this Agreement shall be until all services are complete.
C. Notwithstanding Article XI, Paragraph B, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days written notice to the Service Provider. The City shall compensate Service Provider for the Services that have been completed to the City's satisfaction as of the date of termination. Service Provider shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

XIII. MISCELLANEOUS PROVISIONS

A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
B. Assignability. Service Provider shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Service Provider from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
C. Media Announcements. Service Provider shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City
D. Compliance with Local Laws. Service provider shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
E. Equal Employment Opportunity. During the performance of this Agreement, Service Provider agrees as follows:
    i. Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
    ii. Service Provider will, in all solicitation or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.

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

F. Authorized Employees. Service Provider acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Service Provider therefore covenants that it will not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Services related to this Agreement, and that its employees are lawfully to work in the United States.

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

H. Interest of Service Provider and Employees. Service Provider covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the 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. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

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

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

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

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

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

CITY OF PARKVILLE, MISSOURI

By: ___________________________
Nanette K. Johnston, Mayor

ATTEST:

____
Melissa McChesney, City Clerk

By: ___________________________
Rebecca Crowder, President

The Austin Peters Group, Inc.

CITY OF PARKVILLE
Policy Report

Date: April 22, 2021

Prepared By:
Alysen Abel, Public Works Director

Reviewed By:
Melissa McChesney, City Clerk

ISSUE:
Approve Work Authorization No. 76 with FTC Equipment to purchase an aeration basin blower for the wastewater treatment plant (Public Works)

BACKGROUND:
On March 3, 2021, the Board of Aldermen approved a two-year maintenance agreement with FTC Equipment for the maintenance of various pump and features at the wastewater facility. This contractual arrangement allows the City to lock in unit pricing while mobilizing a contractor quickly during routine and emergency situations.

The wastewater treatment plant contains aeration basins that are an integral part of the wastewater process. The basins have blowers and mixers that help to circulate the wastewater. Adding air to the wastewater allows the production of microorganisms that are needed to treat the wastewater.

In 2020, staff started having issues with one of the blowers that was original to the wastewater plant. Following several attempts to repair, it was determined that replacement was the only option.

BUDGET IMPACT:
The 2021 Sewer Fund Capital Improvement Program includes $12,000 for the replacement of the blower at the plant. This work authorization is within that budget at $11,345.65.

ALTERNATIVES:
1. Approve a work authorization with FTC Equipment for the purchase of a blower for the wastewater treatment plant.
2. Provide direction to staff related to the work authorization.
3. Do not approve the item.
4. Postpone this item.

STAFF RECOMMENDATION:
Staff recommends approval of the purchase order with FTC Equipment for the blower. This is an integral part of the wastewater treatment operation.

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

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve Work Authorization No. 76 with FTC Equipment to purchase an aeration basin blower for the wastewater treatment plant in the amount of $11,345.65.

ATTACHMENTS:

1. Work Authorization No. 76

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

Work Authorization #76 -2021

Date:	April 13, 2021
Issued to:	FTC Equipment, LLC 5238 Winner Road Kansas City, MO 64127
Project/Work Description	WWTP – Aeration Basin – Blower Replacement
Title:	Field Service Call

Scope of Work/Purpose: WWTP – Aeration Basin – Blower Replacement - Quote #12253

Schedule and Price

- See attached quote for price breakdown

Total **$11,345.65**

Project Start Date:	April 12, 2021
Estimated Completion Date:	June 30, 2021
Latest Acceptable Date:	June 30, 2021
Estimated Cost:	$11,345.65
Expenditure Limit:	$11,345.65
Budget Account Code:	30-501.06-01-00

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

Name/Title: ______________________ Signature: ______________________

Company: FTC Equipment, LLC Date: ______________________

Authorization

Department Head: ______________________ Date: ______________________

Alysen Abel, Public Works Director

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

Joe Parente, City Administrator

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

Nanette K. Johnston

For Internal Staff Use Only

(Initial each item and file with executed work authorization)

_x__ Employment Eligibility Status Verification (if the cost exceeds $5,000)

_x____ Certificate of Insurance that demonstrates compliance with the Terms and Conditions

_x____ Valid business license

CITY OF PARKVILLE
Policy Report

Date: April 23, 2021

Prepared By:
Alysen Abel, Public Works Director

Reviewed By:
Melissa McChesney, City Clerk

ISSUE:
Approve a construction agreement with McConnell & Associates for improvements to the frontage of Pocket Park (Public Works)

BACKGROUND:
In August 2014, the Board of Aldermen adopted Vision Downtown Parkville that included several improvements to downtown, including Pocket Park and the intersection of 1st and Main streets.

The City hired BBN Architects to assist with the design for a master plan for Pocket Park. The process involved a stakeholder committee comprised of downtown business owners and other community leaders. The conceptual designs were reviewed through a public engagement process that included community surveys.

In December 2020, the Board of Aldermen approved the Pocket Park Master Plan which includes two phases: 1) reconstruction of the stairs and reconstruction of the decking and improvements along the curb line in front of Pocket Park; and 2) additional landscaping improvements and expansion of the public space on the street level of the park.

With the several accidents occurring in Pocket Park, the Board requested that staff look at improvements to the frontage. As an immediate measure, large landscape planters were placed in front of the park which has allowed time for staff to design and bid the long-term improvements.

In January, the City Administrator approved a work authorization with Renaissance Infrastructure Consulting (RIC) to design two concepts for the frontage of Pocket Park. The first design included a six-foot bump out area with bollards. The second design includes no bump out with bollards installed along the existing back of curb in front of Pocket Park.

The two designs were released in March for bid. On April 6, 2021, staff received two bids for the improvements. McConnell & Associates provided the low bid (bid tabulation included as Attachment 1).

Staff presented this item to the Finance Committee Meeting on February 12, 2021. During that discussion, the Committee discussed an alternative to the bollard configuration to include larger decorative landscape planters. Staff has researched this option and met with McConnell & Associates to discuss this option.

The base contract will need to be approved, with a change order, to reflect any upgrades to the bollard configuration.

BUDGET IMPACT:
The 2021 Parks Sales Tax Fund includes $75,000 for the improvements to Pocket Park. The cost of installing the bump out in front of the park is in the amount of $38,745. The remaining budget will be used to upgrade the south stairs and relocate the Grigsby statue.

ALTERNATIVES:
1. Approve a construction agreement with McConnell & Associates for the bump out in front of Pocket Park.
2. Approve a construction agreement with McConnell & Associates for the installation of bollards only in front of Pocket Park.
3. Provide direction to staff related to the improvements to the frontage of Pocket Park.
4. Do not approve the item.
5. Postpone this item.

STAFF RECOMMENDATION:
Staff recommends approval of a construction agreement with McConnell & Associates for the improvements to the frontage of Pocket Park.

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

SUGGESTED MOTION:
I move to recommend that the Board of Aldermen approve a construction agreement with McConnell & Associates for the installation of a bump out at the frontage of Pocket Park in the amount of $38,745.

ATTACHMENTS:
1. Bid Tabulation
2. Agreement

BID TABULATION

2021 Pocket Park Sidewalk and Curb Modifications

Bid Opening Tuesday, April 6, 2021
10:05 a.m., City Hall Boardroom

BIDDER NAME	BASE BID	ALTERNATE BID
McConnell & Assoc. Corp. North KCMO Addendum #1 - X Bid Bond - X	$38,745.00	$17,325.00
Primetime Contracting Corp. Riverside, MO Addendum #1 - X Bid Bond - X	$58,120.00	$1,595.00

(*) Recommended Award of Purchase

CITY OF PARKVILLE, MO

AGREEMENT BETWEEN CITY OF PARKVILLE
AND CONTRACTOR
FOR
2021 POCKET PARK SIDEWALK AND CURB MODIFICATIONS

This agreement is made and entered into this **20th day of April, 2021**, by and between the City of Parkville, Missouri, (hereinafter the "City") and **McConnell & Associates** (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:

SCOPE:

The scope of the project includes the installation of a 6-foot bump-out and metal bollards as depicted in the construction plans.

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/businesses 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.

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.

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, 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

____DOLLARS

($________________) (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

McCONNELL & ASSOCIATES
Contractor

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.)