FINANCE COMMITTEE
Monday, June 7, 2021 3:30 PM
Administration Conference Room, City Hall

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: 860 0979 9809; Password: 788006 – rather than appear at City Hall (note: occupancy will be limited).

1. **Call to Order**

2. **Financial Updates**
   A. 1st Quarter 2021 Budget Variance Report
   B. American Rescue Plan Act Fiscal Recovery Funds

3. **Action Items**
   A. Approve the minutes for the May 24, 2021, meeting
   B. Approve the 2021 Parkville Economic Development Council investment renewal and public services agreement (Administration)
   C. Approve a three-year lease extension agreement with the Parkville Economic Development Council for office space at City Hall (Administration)
   D. Approve a construction agreement with Infrastructure Solutions for the 2021 Sanitary Sewer Repairs program (Public Works)
   E. Approve a construction agreement with Smico Contracting Group for the FF Hwy Pump Station reconstruction project (Public Works)
   F. Approve a purchase order with Fry & Associates for playground equipment in English Landing Park and Watkins Park (Public Works)

4. **Non-Action Items**

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

6. **Other Business**

7. **Adjourn**

Posted Date & Time: 6/4/21; 12:18 p.m. By: MM

BUDGET VARIANCE REPORT
General Fund Expenses
As of 3/31/2021

	-------------------- 2020 --------------------				-------------------- 2021 --------------------				--------------------		
Expenditures	**Budget**	**YTD as of 3/31/2020**	**% of Budget**	**2020 Total Expenditures**	**Budget**	**YTD as of 3/31/2020**	**% of Budget**	**Budget Remaining**	**Avg Monthly Expense**	**Projected 2021 Expenditures**	**Projected (Over)/Under**
Administration											
Personnel	607,154	154,861	26%	559,867	626,832	146,814	23%	480,017	45,443	545,311	81,521
Insurance	207,618	13,497	7%	193,409	217,195	19,337	9%	197,858	6,445.69	217,195	-
Utilities	75,500	15,137	20%	94,332	89,976	9,992	11%	79,984	3,330.68	89,976	-
Capital Expenditures	624	156	25%	624	624	-	0%	624	-	-	624
Office Expenditures	7,550	1,177	16%	8,412	7,250	522	7%	6,728	174.11	2,089	5,161
Maintenance	44,450	8,370	19%	32,521	45,150	4,254	9%	40,896	1,417.99	17,016	28,134
City Services	10,400	6,009	58%	11,887	10,600	3,698	35%	6,902	1,232.66	14,792	(4,192)
Professional Fees	308,800	17,435	6%	338,880	370,240	21,895	6%	348,345	7,298.40	350,000	20,240
Other Expenditures	117,600	8,759	7%	121,554	20,400	467	2%	19,933	155.67	1,868	18,532
Operating Expenses	**1,379,696**	**225,402**	**16%**	**1,361,486**	**1,388,267**	**206,980**	**15%**	**1,181,287**	**65,497.78**	**1,238,247**	**150,020**
Police											
Personnel	1,156,896	283,665	25%	1,061,121	1,284,101	314,149	24%	969,952	97,236	1,166,838	117,263
Insurance	214,067	41,584	19%	224,374	262,312	41,163	16%	221,150	13,720.85	189,118	73,194
Utilities	6,000	928	15%	5,541	6,000	493	8%	5,507	164.20	1,970	4,030
Office Expenditures	26,750	336	1%		28,150	258	1%	27,892	85.86	1,030	27,120
Maintenance	68,300	6,864	10%	14,752	69,300	6,665	24%	21,485	2,221.62	26,659	1,491
City Services	8,700	860	10%	37,457	8,700	1,648	2%	67,653	549.17	6,590	62,710
Other Expenditures	1,850		0%	1,496	1,850		0%	8,700	-	1,500	7,200
Operating Expenses	**1,482,563**	**334,238**	**23%**	**1,344,740**	**1,660,413**	**364,374**	**22%**	**1,296,039**	**113,978**	**1,393,707**	**293,006**
Municipal Court											
Personnel	129,126	30,852	24%	120,948	128,344	26,594	21%	101,749	8,232	98,778	29,565
Insurance	14,046	2,602	19%	17,429	18,835	2,878	15%	15,957	959.31	13,003	5,832
Utilities	120	-	0%	120	120	-	0%	120	-	-	120
Office Expenditures	4,800	16	0%	3,079	5,000	22	0%	4,728	7.26	87	4,663
Maintenance	3,750	41	1%	7,574	4,750		0%	15,150	-	3,008	12,142
City Services	15,150	2,157	14%	160	15,150	1,599	320%	(1,099)	532.93	6,395	(5,895)
Other Expenditures	500	-	0%	-	500				-	-	
Operating Expenses	**167,492**	**35,668**	**21%**	**149,310**	**172,699**	**31,093**	**18%**	**141,606**	**9,731**	**121,272**	**46,427**

BUDGET VARIANCE REPORT
General Fund Expenses
As of 3/31/2021

Expenditures	2020 Budget	2020 YTD as of 3/31/2020	2020 % of Budget	2020 Total Expenditures	2021 Budget	2021 YTD as of 3/31/2020	2021 % of Budget	Budget Remaining	Avg Monthly Expense	Projected 2021 Expenditures	Projected (Over)/Under
Public Works											
Personnel	242,232	52,059	21%	215,527	234,954	59,204	25%	175,750	18,325	219,900	15,054
Insurance	29,660	7,165	24%	29,201	32,145	7,978	25%	24,167	2,659.44	31,913	232
Utilities	650	158	24%	712	700	139	20%	561	46.36	556	144
Office Expenditures	1,400	91	7%	1,629	1,400	9	1%	1,391	2.97	36	1,364
Maintenance	3,500	736	21%	5,945	3,500	736	21%	2,764	245.40	3,180	320
Professional Fees	40,000	1,846	5%	31,547	40,000	1,183	3%	38,817	394.33	4,732	35,268
Other Expenditures	500	26	5%	312	500	30	6%	470	9.92	119	381
Operating Expenses	**317,942**	**62,082**	**20%**	**284,874**	**313,199**	**69,279**	**22%**	**243,920**	**21,683**	**260,436**	**52,763**
Community Development											
Personnel	281,663	66,981	24%	266,123	318,287	86,044	27%	232,242	26,633	319,593	(1,307)
Insurance	24,608	5,680	23%	22,328	22,275	8,145	37%	14,129	2,715.12	32,581	(10,307)
Utilities	1,600	242	15%	1,488	1,600	134	8%	1,466	44.52	534	1,066
Office Expenditures	4,000	3,242	81%	6,170	3,650	118	3%	3,532	39.33	472	3,178
Maintenance	2,000	141	7%	1,505	1,500	121	8%	1,379	40.18	482	1,018
City Services	5,000		0%	257	5,000	1,494	30%	3,506	497.87	5,974	(974)
Professional Fees	8,700	1,308	15%	3,741	6,700	4,450	66%	2,250	1,483.33	17,800	(11,100)
Other Expenditures	300		0%	441	300	120	40%	180	39.96	480	(180)
Operating Expenses	**327,871**	**77,594**	**24%**	**302,053**	**359,311**	**100,625**	**28%**	**258,686**	**31,493**	**377,917**	**(18,606)**
Street Department											
Personnel	340,218	83,098	24%	303,186	349,804	102,661	29%	247,143	31,776	381,312	(31,508)
Insurance	69,581	12,893	19%	72,733	80,075	14,621	18%	65,454	4,873.70	61,594	18,481
Utilities	16,800	2,798	17%	13,135	17,000	1,753	10%	15,247	584.38	7,013	9,987
Office Expenditures	11,000	546	5%	9,861	11,000	468	4%	10,532	155.90	1,871	9,129
City Services	26,835	7,635	28%		-	88	#DIV/0!	(88)	29.33	352	(352)
Other Expenditures	250		0%	21,472	28,900	-	0%	28,900	-	-	28,900
Operating Expenses	**464,684**	**106,970**	**23%**	**420,387**	**486,779**	**119,591**	**25%**	**367,188**	**37,419**	**452,141**	**34,638**
Parks Department											
Personnel	213,752	55,476	26%	219,024	229,329	52,232	23%	177,097	16,167	194,005	35,324
Insurance	39,843	9,154	23%	46,257	51,750	9,615	19%	42,136	3,204.90	36,270	15,481
Utilities	32,300	2,303	7%	24,466	33,300	1,486	4%	31,814	495.44	5,945	27,355
Office Expenditures	28,775	3,171	11%	34,596	33,075	596	2%	32,479	198.77	2,385	30,690
Maintenance	47,500	5,868	12%	56,817	53,000	2,442	5%	50,558	813.99	9,768	43,232
City Services	45,200	1,600	4%	44,248	49,200	15,960	32%	33,240	5,320.00	63,840	(14,640)
Other Expenditures	1,000	(14)	-1%	221	1,000		0%	1,000	-	-	1,000
Operating Expenses	**408,370**	**77,558**	**19%**	**425,630**	**450,654**	**82,331**	**18%**	**368,323**	**26,200**	**312,213**	**138,442**

BUDGET VARIANCE REPORT
General Fund Expenses
As of 3/31/2021

Expenditures	2020 Budget	2020 YTD as of 3/31/2020	2020 % of Budget	2020 Total Expenditures	2021 Budget	2021 YTD as of 3/31/2020	2021 % of Budget	Budget Remaining	Avg Monthly Expense	Projected 2021 Expenditures	Projected (Over)/Under
Nature Sanctuary											
Personnel	38,809	9,754	25%	41,763	46,310	11,238	24%	35,072	3,478	41,741	4,569
Insurance	-	-		2,244	5,273	987	0%	4,286	329.02	3,948	1,325
Office Expenditures	7,105	279	4%	4,617	4,390	25	1%	4,365	8.33	100	4,290
Maintenance	7,350	620	8%	2,987	5,625	15	0%	5,611	4.83	58	5,567
City Services	100	-	0%		50	125	249%	(75)	41.56	499	(449)
Other Expenditures	500	-	0%	21	250		0%	250	-	-	250
Operating Expenses	**53,864**	**10,653**	**20%**	**51,632**	**61,898**	**12,389**	**20%**	**49,509**	**3,862**	**46,346**	**15,552**
Public Information											
Contracts	15,473	2,100	14%	10,700	12,950	850	7%	12,100	283.33	12,750	200
Capital Expenditures	100	-	0%	115	100	-	0%	100	-	-	100
Office Expenditures	200	-	0%	88	200		0%	200	-	-	200
Maintenance	7,960	4,085	51%	60	17,160		0%	17,160	-	-	17,160
Other Expenditures	4,300		0%	12,790	12,854	2,356	18%	10,498	785.42	9,425	3,429
Operating Expenses	**28,033**	**6,185**	**22%**	**23,753**	**43,264**	**3,206**	**7%**	**40,058**	**283**	**12,750**	**17,660**
Information Technology											
Personnel	20,000	-	0%	20,821	20,000		0%	20,000	-	20,000	-
IT Expenditures	44,204	11,776	27%	39,326	37,913	8,768	23%	29,145	2,922.54	35,071	2,842
Maintenance	2,832	-	0%	2,902	2,832	35	1%	2,797	11.67	140	2,692
Operating Expenses	**67,036**	**11,776**	**18%**	**63,049**	**60,745**	**8,803**	**14%**	**51,942**	**2,934**	**55,211**	**11,825**
General Fund Capital Outlay											
Administration	122,900	4,900	4%	51,986	46,000		0%	46,000	-	46,000	-
Police	93,010		0%	49,066	115,934		0%	115,934	-	115,934	-
Public Works	102,041		0%	22,041	32,041			32,041	-	32,041	-
Municipal Court					19,000			19,000	-	19,000	-
Community Development	158,000		0%	118,916	70,000	8,148	12%	61,853	905.28	70,000	-
Streets	85,000		0%	96,857	35,000		0%	35,000	-	35,000	-
Parks	-				-			-	-		-
Nature Sanctuary					-			-	-	-	-
PIO/IT	31,500	-	0%	27,684	6,000	(74)	-1%	6,074	(8.27)	6,000	-
Capital Outlay	**592,451**	**4,900**	**1%**	**366,550**	**323,975**	**8,073**	**2%**	**315,902**	**897.01**	**323,975**	**-**

	---------- 2020 ----------				---------- 2021 ----------				----------		
Expenditures	**Budget**	**YTD as of 3/31/2020**	**% of Budget**	**2020 Total Expenditures**	**Budget**	**YTD as of 3/31/2020**	**% of Budget**	**Budget Remaining**	**Avg Monthly Expense**	**Projected 2021 Expenditures**	**Projected (Over)/Under**
Transfers											
To Emergency Reserve Fund	100,000	25,000	25%	100,000				-	-	-	-
To Projects Fund	400,000	400,000	100%	400,000				-	-	-	-
To Transportation Fund				205,779							
To Brush Creek NID	140,000	140,000	100%	140,000	112,357		-	112,357	-	112,357	-
To Brink Meyer NID	282,822	282,822	100%	282,822	247,063		-	247,063	-	247,063	-
Transfers	**922,822**	**847,822**	**92%**	**1,128,601**	**359,420**	**-**	**0%**	**359,420**	-	**359,420**	-
Total of General Fund:	**6,212,824**	**1,800,847**	**29%**	**5,922,063**	**5,680,624**	**1,006,744**	**18%**	**4,673,880**	**313,980**	**4,953,632**	**87%**

Finance Committee Meeting
Monday, May 24, 2021 3:30 PM
Administration Conference Room, City Hall

Draft Minutes

1. Call to Order

Chair Sportsman called the meeting to order at 3:38 p.m. A quorum was present via video conference.

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

City Staff Present: City Administrator Joe Parente, Police Captain Jon Jordan, Public Works Director Alysen Abel, Finance/Human Resources Director Matthew Chapman, Community Development Director Stephen Lachky, Public Works Project Manager Chris Ashley, Assistant to the City Administrator Jeffery Rhodes and City Clerk Melissa McChesney

Others Present: Jerry Baker and Christine Gunter, Gunter Construction; Rick McConnell and Jack Ryan-Feldman, Baker Tilly

2. Financial Updates

A. **City Administrator Approvals**

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

3. Action Items

A. **Approve the minutes for the April 26, 2021, meeting**

Dave Rittman moved to approve the minutes for the April 26, 2021, meeting. Tina Welch seconded; motion passed 5-0.

B. **Approve a construction agreement with Gunter Construction for the Route 9 improvements from Highway 45 to Lakeview Drive**

Public Works Director Alysen Abel provided an overview of the improvements to Route 9 from Highway 45 to Lakeview Drive. She said that five bids were received and all were above the engineer's estimate. Financing of the remainder of the project costs was discussed with the following agenda item. Abel noted that concurrence from the Missouri Department of Transportation was required before the project could begin. Construction was anticipated to begin in June and would be substantially completed in November. The final enhancements were anticipated to be completed in spring 2022.

Discussion focused on the next segment to be completed per the Route 9 Corridor Study and funding of the remainder of the segments.

Rittman moved to recommend that the Board of Aldermen approve a construction agreement with Gunter Construction for the Route 9 improvements from Highway 45 to Lakeview Drive in the amount of $4,153,094.55. Welch seconded; motion passed 5-

0.

C. **Approve an ordinance authorizing the City to enter into a lease purchase agreement with BOFK, N.A., approving a declaration of trust with BOFK, N.A. to which certain Certificates of Participation will be executed for the purpose of financing and refinancing certain street project costs and approving certain other documents and the taking of certain actions necessary to deliver the Certificates of Participation**

City Administrator Joe Parente provided an overview of the financing needed to complete the improvements to Route 9 from Highway 45 to Lakeview Drive. The City would request funding for $2,865,000 to cover the remainder of the costs for the improvements.

Jack Ryan-Feldman, Baker Tilly, provided an overview of the financing; presentation attached as Exhibit A. He noted that interest was estimated to be 1.7 percent.

Discussion focused on financing for the next segment of the Route 9 Corridor Study and the contingency set aside for the project.

Rittman moved to recommend that the Board of Aldermen adopt an ordinance authorizing the City to enter into a lease purchase agreement with BOFK, N.A. pursuant to which certain certificates of participation will be executed for the purpose of financing and refinancing certain project costs for certain capital projects, including improvements to Route 9. Welch seconded; motion passed 5-0.

Nan Johnston left the meeting at 4:41 p.m.

D. **Approve a small construction agreement with Lester Buildings to construct a shelter building in Watkins Park**

Public Works Director Alysen Abel stated that the City received a Platte County Outreach Grant that would be used for the first phase of the two-phased Watkins Park Master Plan. A new shelter building was a key component in the first phase of the Plan.

Discussion focused on the design of the shelter. The Finance Committee requested that staff include a schematic of the shelter with specifications when the agreement was presented to the Board of Aldermen.

Rittman moved to recommend that the Board of Aldermen approve a construction agreement with Lester Buildings for the Watkins Park Shelter Building in the amount of $19,900. Welch seconded; motion passed 4-0.

4. Non-Action Items

A. **Quarterly Projects Update**

Public Works Director Alysen Abel provided a brief overview of the quarterly projects update.

B. **Parkville Old Towne Market Community Improvement District request for restrooms downtown**

Public Works Director Alysen Abel said that the Parkville Old Towne Market Community Improvement District (POTMCID) submitted a letter to the City requesting a public restroom downtown. She said that an initial estimated cost of $70,000 was provided by developer Brian Mertz and the POTMCID offered to pay up to $35,000 and Dave Williams offered to donate $5,000 to the project. The Riverpark Pub and Eatery offered use of their restroom to the public for a monthly fee.

Discussion focused on the proposed cost of the building, funding, where to place it and a temporary public restroom. The consensus of the Finance Committee was for staff to move forward to determine a location, funding and needs for the building and to present them at a future meeting.

5. Unfinished Business (postponed from prior meetings)

6. Other Business

7. Adjourn

Chair Sportsman adjourned the meeting at 5:10 p.m.

Submitted by:

___________________ ____________________

Melissa McChesney Approval Date
City Clerk

CITY OF PARKVILLE
Policy Report

Date: May 19, 2021

Prepared By:
Joe Parente, City Administrator

Reviewed By:
Melissa McChesney, City Clerk

ISSUE:
Approve the 2021 Parkville Economic Development Council investment renewal and public services agreement (Administration)

BACKGROUND:
In 2011, the City made an initial three-year commitment for an annual $20,000 investment toward the start-up of the Parkville Economic Development Council (PEDC). In 2015, staff worked with PEDC to develop a public services agreement that was approved on May 5, 2015. The purpose of the agreement was to outline the services that the PEDC provides to the City in exchange for the City's lead investment. As part of the agreement, the PEDC must provide quarterly updates to the Mayor and Board of Aldermen regarding progress on the scope of services. In 2016, the City's budgeted contribution to the EDC was increased to $30,000. Due to the successes and momentum of the organization, the Board of Aldermen budgeted $40,000 to increase the City's investment level in 2018 and this has continued through 2020. The current public services agreement expired on December 31, 2020. The renewal agreement is for 2021 and will expire on December 31, 2021.

A revision was made to the 2018 agreement, which provided the option of a staffing services agreement between the PEDC and the City. This option was employed between 2017 and 2019, with the terms expressively stated in the agreement between the City and the EDC. The option is not part of this renewal, and the staffing is provided by an employee of the PEDC.

BUDGET IMPACT:
Funds for the $40,000 investment are included in the 2021 Budget in the Administration Division (501) of the General Fund (10) under Professional Services.

ALTERNATIVES:
1. Approve the 2020 investment renewal and Public Services Agreement in the amount of $40,000.
2. Do not approve the renewal and provide further direction to City Administration.
3. Postpone the item.

STAFF RECOMMENDATION:
Staff recommends that the Board of Aldermen approve the 2021 public services agreement and investment renewal for $40,000 with the Parkville Economic Development Council.

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 renew the investment of $40,000 and approve the public services agreement with the Parkville Economic Development Council through December 31, 2021.

ATTACHMENTS:
1. Public Services Agreement

PUBLIC SERVICES AGREEMENT BY AND BETWEEN
THE PARKVILLE ECONOMIC DEVELOPMENT COUNCIL AND THE CITY OF PARKVILLE, MISSOURI

This Agreement, made and entered into this 16th day of June 2021, by and between the Parkville Economic Development Council (the "EDC"), a Missouri non-profit corporation, and the City of Parkville, Missouri, (the "City").

WITNESSETH:

WHEREAS, on September 21, 2010, by Resolution No. 09-01-10, the City adopted the Parkville Plan for Progress, an economic development strategic plan, and authorized a three-year funding commitment for the economic development organization proposed in the Plan for Progress; and

WHEREAS, the EDC was created, in part, to fulfill the recommendation of the Parkville Plan for Progress to create a public-private economic development partnership to assist the City in expanding and diversifying the economic base of Parkville; and

WHEREAS, the EDC works to achieve the goals outlined in the Parkville Plan for Progress through the attraction and retention of business and industry, and the EDC has demonstrated its ability to attract and retain business in the City; and

WHEREAS, the City's initial three-year funding commitment for the EDC expired in 2013, and the Board of Aldermen has subsequently appropriated funding each year to continue its annual investment; and

WHEREAS, EDC leadership continues to contribute to the City's economic environment with participation in development discussions, community asset advocacy, and economic development strategies; and

WHEREAS, the City renewed its investment in the EDC in 2020 and executed a new Public Services Agreement for the same; and

WHEREAS, the parties determined that it is in the best interest of the City, and important to the promotion of the general economic welfare of the City, to continue to contract for the performance of economic development services as set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual undertakings and mutual benefits from the services set forth herein, the EDC and City agree as follows:

1. SCOPE OF SERVICES

The EDC shall perform economic development services for the benefit of the community as outlined in the Scope of Services, attached hereto as Exhibit A and incorporated by reference. EDC will work independently and collaboratively with City staff, as necessary, to accomplish the Scope of Services.

2. TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 2021, to December 31, 2021. On or before October 1, 2021, the EDC shall provide the City Administrator with a copy of the then current fiscal year budget, projected year-end expenses and revenues, and its request for renewal of the public service agreement, if applicable. It is contemplated that the parties may enter into a similar agreement for the 2022 fiscal year.

3. PERFORMANCE REVIEW

During the term of this Agreement, review of EDC performance under the terms of this Agreement shall occur through a quarterly update by the EDC Executive Director and/or Board Chair to the Mayor and Board of Aldermen regarding progress on the Scope of Services. To the extent possible, quarterly updates shall include specific and quantifiable measures of performance. It is understood by both parties that the Scope of Services represents an ongoing work plan and some objectives may have more or less progress in any given year.

4. COMPENSATION AND METHOD OF PAYMENT

For Fiscal Year 2021 dollars and No Cents ($40,000.00) within 30 days of receipt of an invoice from the EDC. The City's funding commitment is contingent upon the EDC annually securing private sector or other funding in a minimum amount of Fifty Thousand Dollars ($50,000).

5. CITY/PEDC STAFFING SERVICES AGREEMENT OPTION

Upon agreement by both parties, the EDC may utilize the services and support of City staff in furtherance of its work and the projects it undertakes to eliminate duplication and to promote economy and efficiency in the use of its financial resources. The terms of said agreement shall be approved by both parties and made part of this agreement. Currently, there is no City/PEDC Staffing Services Agreement in place.

6. AUDIT, INSPECTION OF RECORDS, AND PERFORMANCE REVIEW

Upon notice of not less than forty-eight (48) hours, the EDC shall permit an authorized representative of the City to inspect and audit all data and records of the EDC related to its performance under this Agreement.

EDC shall be required to complete a detailed annual budget that is approved by the EDC Board of Directors on or before the start of the EDC's fiscal year.

EDC shall submit an accounting of all funds spent by EDC for the preceding fiscal year on or before January 31.

7. SUBCONTRACTS

The EDC and City hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior written consent of the other party to the Agreement.

8. REPRESENTATION ON BOARD

It is agreed that the EDC's Board of Directors is the governing body of the EDC and as such it oversees the operation of the EDC. The City is entitled to name three voting members of the Board of Directors. The City will possess one non-voting positions on the Board of Directors. All of the City's four representatives to the Board of Directors will concurrently serve on the EDC Executive Committee, but only the two voting directors, and the Mayor, will have a vote in matters before the EDC Executive Committee.

9. NON-DISCRIMINATION PROVISIONS

The EDC will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, or age. EDC will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, or age. 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. EDC 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, color, creed, religion, ancestry, national origin, sex, disability or other handicap, or age.

10. COMPLIANCE WITH THE LAW

Both parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

11. CONFLICT OF INTEREST/POLITICAL ACTIVITY

The elected officials, public officials, employees and agents of the City shall comply with all applicable laws and regulations relating to conflicts of interest, including Chapter 107 of the Parkville Municipal Code (Code of Ethics), with regard to the work and compensation covered by the Agreement.

EDC employee(s), whether employed directly by the EDC, or by the City, shall be prohibited from investing in a business while said business is seeking city approval of economic development incentives as part of an economic development or redevelopment project

The EDC shall not use the compensation paid through the Agreement to advocate, support, or oppose any ballot measure or candidate for public office. This section shall not be construed to prohibit the EDC from engaging in legislative or policy advocacy at the local, state, or federal level.

12. INDEPENDENT CONTRACTOR

Neither party is authorized or empowered to make any commitments or incur any obligation on behalf of the other party. The EDC will provide the Services outlined herein as an independent contractor.

13. CANCELLATION, TERMINATION OR SUSPENSION

This Agreement may be terminated at any time by written, mutual agreement of the parties. The City may terminate the Agreement immediately if funds are not appropriated for the Services described herein. Both parties shall have the right to terminate this Agreement in the event that the other party is in default or violation of the terms or provisions of this Agreement and fails to cure such default or violation in the manner specified in subsection below.

In the event of such default or violation by either the City or the EDC, the other party shall send by hand delivery or certified mail a Notice Demand to Cure Default, explaining the specific nature and extent of the default or violation. The party receiving Notice shall cure or remedy said violation or default within forty-five (45) working days after receipt of said Notice, unless a longer time is agreed upon by both parties in writing. In case the default is not cured or remedied within forty-five (45) working days or longer time if agreed upon, the party that issued the Notice may exercise its option to terminate this Agreement upon forty-five (45) days of written notice thereafter.

14. NOTICE

Any notice required by this Agreement is deemed to be given if it is hand-delivered or mailed by United States certified mail, postage prepaid, and is addressed as hereinafter specified.

Notice to the City shall be addressed to:

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

Notice to EDC shall be addressed to:

Executive Director
Parkville Economic Development Council
8880 Clark Ave., Suite 218
Parkville, MO 64152

15. GOVERNING LAW

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

16. MEDIA ANNOUNCEMENTS

Neither party shall not be authorized to make statements to the media or otherwise on behalf of the other party without express direction and consent of the other party.

17. AUTHORIZED EMPLOYEES

EDC acknowledges that Section 285.530, 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. EDC 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 are lawfully allowed to work in the United States.

18. INTEREST OF MEMBERS OF THE 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 related economic development activities, and EDC shall take appropriate steps to assure compliance.

19. INTEREST OF EDC AND EMPLOYEES

EDC covenants that its employees presently have no interest and shall not acquire interest, direct or indirect, in the scope of work associated with this Agreement or any other non-disclosed interest which would conflict in any manner or degree with the performance of services hereunder. EDC further covenants that in the performance of this Agreement, no person having any such interest shall be employed by the EDC.

20. 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.

21. 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.

22. THIRD PARTIES

The Services to be performed by the EDC 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.

23. 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 EDC, and attached hereto.

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

PARKVILLE ECONOMIC DEVELOPMENT COUNCIL

By: ______________________________
Chair

EXHIBIT A

Parkville EDC Public Service Agreement
Scope of Services
(subject to review and revision on an annual basis)

Economic Development Sustainability

1. Parkville EDC will work with Platte County EDC, Missouri Partnership, Missouri Department of Economic Development, and the Kansas City Area Development Council to identify and respond to leads for business investment in Parkville (i.e. projects).

2. Parkville EDC will be the lead local agency to field economic development inquiries and act as liaison between the private sector and the city with regard to projects. Parkville EDC will devote primary resources to projects that (a) attract high value, high growth business investment, (b) demonstrate an overall positive impact on the community, and (b) increase tax revenues to support increasing city services for a growing community.

3. Parkville EDC will track state and federal legislative activity and stay abreast of issues that may impact EDC goals. Regular updates will be provided to stakeholders along with recommended advocacy action as needed.

Business Retention and Expansion

4. The City will collect data on existing businesses via licenses, permits, etc. and share with Parkville EDC.

5. Parkville EDC will develop and implement a business retention strategy for existing industry in Parkville and utilize the synchronist technology (Platte County EDC) to catalog and evaluate industry information for trends and identify concerns and opportunities. The Parkville EDC will outline and implement business visits each month.

Community Marketing

6. Parkville EDC will create and implement a marketing plan to promote Parkville to targeted industries. The marketing plan will include frequent edits and updates to the EDC website and social media platforms. Parkville EDC will market Parkville through interaction with realtors, developers and site location consultants.

7. Parkville EDC will maintain a visible and active presence with local partner agencies including, but not limited to, the Platte County EDC, Main Street Parkville Association, Parkville Area Chamber of Commerce, and the Northland Regional Chamber of Commerce.

Residential Growth

8. Parkville EDC will work to grow and maintain a mix of housing types that appeal to multi generations. Strategies may include, but not be limited to, (a) developing a program to assist in the sale/resale of homes; (b) encouraging "green" development incentives for residential growth; and (c) developing an executive recruitment initiative.

Development Process and Incentives

9. Parkville EDC will initially vet requests for public economic development incentives in accordance with the City's adopted Economic Development Incentive Policy. Parkville EDC will make recommendation(s) to the City regarding uses of public incentives on a project-by-project basis. Parkville EDC will coordinate discussions with taxing districts and advise on striking a balance between public and private interests.

10. Parkville EDC will communicate and advocate for Parkville economic development needs and priorities of the City to local, state, and federal officials and other taxing districts with jurisdiction in Parkville. However, the EDC will not advocate, support or oppose any specific ballot measure with compensation for services paid by the City of Parkville.

11. Parkville EDC will evaluate the existing Economic Development Incentive Policy and recommend any desired changes to the City.

12. Parkville EDC will publish, understand and communicate the Incentive Policy as revised.

Downtown Sustainability

13. Parkville EDC will actively promote new business opportunities for downtown Parkville that strengthen the connectivity of downtown to surrounding neighborhoods and support a diverse retail base with a focus on unique and specialty businesses.

14. Parkville EDC will encourage policies and programs that continue to assist in maintaining downtown as the city center of Parkville.

Employment Growth

15. Parkville EDC will work with Platte County EDC to maintain current listings of available land and building space in the LocationOne database.

16. Parkville EDC will partner with area workforce organizations, including educational institutions, when applicable to enhance the opportunity for employment growth.

CITY OF PARKVILLE
Policy Report

Date: May 19, 2021

Prepared By:
Joe Parente, City Administrator

Reviewed By:
Melissa McChesney, City Clerk

ISSUE:
Approve a three-year lease extension agreement with the Parkville Economic Development Council for office space at City Hall (Administration)

BACKGROUND:
On April 5, 2011, the Board of Aldermen approved a lease agreement with the Parkville Economic Development Council (PEDC) for use of office space, common areas, office furnishings and communication equipment at City Hall. The agreement was renewed for a three year term in March 2014, and again in 2017. The lease expired during April 2020, but continued while the vacant Executive Director position was being filled. During this period, the office was only used for storage. The City has negotiated a lease renewal to extend the term for a three year period, expiring June 30, 2024. The lease terms are the same for the renewal period.

BUDGET IMPACT:
The PEDC will pay $435 annually for use of the office space and equipment and the revenue will be applied to the General Fund.

ALTERNATIVES:
1. Approve the lease renewal with the PEDC.
2. Do not approve the lease renewal.
3. Direct City Administration to negotiate changes to the lease to meet the desires of the Board.
4. Postpone the item.

STAFF RECOMMENDATION:
Staff recommends that the Board of Aldermen approve the three-year lease extension with the Parkville Economic Development Council for space and furnishings at City Hall.

POLICY:
The Board of Aldermen must approve all agreements for the sale or lease of City property.

SUGGESTED MOTION:
I move to recommend that the Board of Aldermen approve a three-year lease extension with the Parkville Economic Development Council for space and furnishings at City Hall.

ATTACHMENTS:
1. Lease Agreement

LEASE AGREEMENT

Between

CITY OF PARKVILLE, MISSOURI

and

PARKVILLE ECONOMIC DEVELOPMENT COUNCIL

Date: June 16, 2021

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LEASE AGREEMENT

This Lease Agreement ("Lease") is made as of this 16th day of June, 2021 (the "Effective Date"}, between the City of Parkville, Missouri, a Missouri municipal corporation (the "City"), and the Parkville Economic Development Council, a Missouri not-for-profit corporation (the "EDC").

SECTION 1. LEASED PREMISES AND COMMON AREAS

1.1 The City leases to the EDC the office space designated as Suite 218 (the "Premises") located in the City's City Hall building (the "Building") located at 8880 Clark Avenue, Parkville, Missouri.

1.2 In addition to the Premises, the EDC shall have a nonexclusive right of use of common areas as designated by the City, such as meeting space upon availability, restrooms, break room and vending machines as stocked by the City or its vendor(s), entrance(s) and hallways (collectively, "Common Areas") and the exclusive use of the Office Furnishings (defined below) and Communication Equipment (defined below). Notwithstanding, the use of the break room and vending machines by the EDC, the EDC will provide its own refreshments for use by EDC's employees, guests, and invitees.

1.3 The City shall provide keys and/or access cards to the Common Area and the Premises for the EDC's use as provided in this Lease; provided, however, such keys and access cards shall be limited to use by those persons who are officers, agents and/or employees of the EDC who have been approved by the City to use such keys and access cards. It is understood that the City may, in its sole discretion, require a background check for each such person prior to the City approving such person to use any such key or access cards. The EDC shall be responsible for the cost of replacing any lost or stolen keys or access cards and shall immediately report any such lost or stolen keys or access cards.

SECTION 2. RENT

2.1 The EDC shall pay to the City as rent the sum of One Hundred Twenty Five Dollars ($125.00) per year for the Premises and the nonexclusive use of the Common Areas ("Base Rent").

2.2 The EDC shall pay to the City as additional rent the sum of Three Hundred Ten Dollars ($310.00) per year for the use of the Office Furnishings and the Communication Equipment ("Additional Rent").

2.3 The Base Rent and Additional Rent (collectively, "Rent") shall be payable in advance for each lease year ("Lease Year") and shall be due on the Effective Date for the first year of this Lease and thereafter for each subsequent Lease Year on each anniversary date of the Effective Date. In the event the EDC fails to pay any portion of the Rent on or before the tenth day following the due date, the EDC shall be in default under this Lease. In the event this Lease shall be terminated early pursuant to Section 3.2 of this Lease, the City shall reimburse to the EDC a portion of the Rent and Additional Rent that was paid by the EDC for the then current Lease Year pro rata based on the unaccrued portion of the Lease Year.

SECTION 3. TERM: OPTION TO TERMINATE

3.1 The term of this Lease shall be for a period of three (3) years commencing on July 1, 2021 and ending at Midnight on June 30, 2024 ("Term").

3.2 Notwithstanding the foregoing, either party may at its option terminate this Lease by giving 90 days prior written notice to the other party and the date of termination as set forth in such written notice shall be the expiration date of the Term.

SECTION 4. MAINTENANCE AND REPAIRS; ALTERATIONS

4.1 The City shall provide at its own cost routine maintenance items, including routine cleaning and janitorial services.

4.2 In case of any damages or injury to the glass in the Premises or damage or injury to the Premises of any kind whatsoever, said damage or injury being caused by the carelessness, negligence or improper conduct of the EDC, its agents, servants, guests, or employees, then the EDC shall cause the said damage or injury to be repaired in equal quality and type as speedily as possible at its own cost and expense, otherwise the same shall be replaced or repaired by the City at the cost of the EDC.

4.3 The EDC may add or change the lock to the Premises; provided, however, the EDC shall provide a working key(s) to the City to allow the City's access to the Premises in accordance with this Lease.

SECTION 5. OFFICE FURNISHINGS AND COMMUNICATION EQUIPMENT

5.1 The City shall provide to the EDC one office desk, one desk chair, two guest chairs, one bookshelf and two two-drawer lateral file cabinet (collectively, the "Office Furnishings") for the EDC's exclusive use within the Premises.

5.2 The City shall provide to the EDC: (a) two operating direct-dial private phone lines, with local phone service for both phone lines and with private voice mail service for one phone line, from the City's telephone service provider; and (b) one operating internet cable connection and internet cable service from the City's internet cable provider (collectively, the "Communication Equipment"). The Communication Equipment may be part of the City's existing phone and internet cable service, provided, however, such phone lines and internet cable connection provided to the EDC shall be for the sole and exclusive use of the EDC and it is the intent of the parties that the use of the same shall not be open public records or be subject to any open records request as the EDC is not a public body or quasi-governmental body subject to any open public records requirements. Long distance phone service is not provided by the City.

SECTION 6. USE OF PREMISES; CONDITION

6.1 The EDC shall continuously use the Premises, the Office Furnishings and the Communications Equipment for the purposes of the EDC and for no other purpose without the City's prior written consent. The EDC has the sole responsibility to determine the suitability of the Premises and the Office Furnishings for that use. The EDC shall not make any unlawful, improper, or offensive use of the Premises, the Office Furnishings or the Communications Equipment nor suffer any waste thereof. The EDC shall not permit any objectionable noise, vibration, hazardous waste or odor to escape or be emitted from the Premises. The EDC shall not permit anything to be done which tends to create a nuisance or which adversely affects the ability of other persons in the Building to conduct their respective work.

6.2 The EDC acknowledges that the Premises and the Office Furnishings are in good condition and repair as of the date of this Lease. This acknowledgment includes, without limitation, all window glass, electrical fixtures, plumbing, heating, wiring, and sewage system.

6.3 The City has no obligation to provide any items of furniture to the EDC during the Term except the Office Furnishings. The City may, at its sole discretion, loan items of furniture or other personal property to the EDC during the Term of this Lease. In such event and upon vacation of the Premises, the EDC shall return any such personal property, in addition to the Office Furnishings, to the City in as good condition and repair as when received by, normal wear and tear excepted.

SECTION 7. NO PARTNERSHIP

7.1 The City is not a partner of or in a joint venture with the EDC in connection with the EDC's business conducted on the Premises and the EDC is not an agency of the City nor a public or quasi-governmental body; provided, that, the City and the EDC do have a unique relationship in which they work closely with one another with respect to economic development activities, share in-kind services, and cooperate closely to further their mutual goals of maintaining and improving the economic viability of Parkville.

SECTION 8. INSURANCE; INDEMNITY

8.1 The EDC shall immediately obtain and continuously maintain during the term of this Lease, and any renewal thereof, liability insurance in form and with an insurer satisfactory to the City, naming the City and the EDC as insureds against all liability for damages to persons and property arising out of the EDC's activities on or any condition of the Premises with limits of at least $500,000 for injury to one person, $1,000,000 for injuries arising out of any one occurrence, and $50,000 for property damage. At the City's request, the EDC shall furnish to the City satisfactory evidence of continuing compliance with the terms of this Section. Should the City receive notice of cancellation of said insurance it shall have the right to terminate the EDC's operations on the Premises and Common Areas immediately, not to start again until the City receives new copies evidencing that insurance as described in this section is in full force and effect.

8.2 The EDC shall indemnify and save the City and the Board of Aldermen of the City harmless from all claims or liabilities of any type or nature to any person, firm, or corporation, including any agents or employees of the EDC arising in any manner from the EDC's use of the Premises, and/or Common Areas.

8.3 It is expressly understood and agreed by and between the parties to this Lease that the City shall not be liable for any damage or injury which may be sustained by the EDC or other person; or any other damage or injury resulting from the carelessness, negligence or improper conduct on the part of any other user of the Building or agents or employees of the City; or by reason of the breakage, leakage, or obstruction of the water sprinkler or soil pipes, electric conduits or wiring or other leakage or breakage in or about the Building, unless, as permitted by law, due to the City's negligence.

SECTION 9. COMPLIANCE WITH LAW

9.1 The EDC shall comply with all statutes, regulations, ordinances, building codes, rules and other laws of all federal, state, county, and municipal bodies and agencies concerning the use of the Premises at all times and shall indemnify the City for any damage caused by violation thereof. The EDC shall also comply with any rules or regulations concerning the use of the Premises and/or Common Areas promulgated by the Board of Aldermen of the City.

SECTION 10. FIRE DAMAGE OR DESTRUCTION

10.1 In case of destruction of all or part of the Premises by fire or other causes, the EDC shall immediately give notice thereof to the City, who shall thereupon cause the damages to the Premises to be repaired, but if the Premises are so damaged that the Premises cannot be occupied and/or the City shall decide not to rebuild, this Lease shall terminate and the Rent and Additional Rent, if not paid for the then current Lease Year, shall be paid up to the time of said destruction, and if paid for the then current Lease Year, shall be reimbursed by the City to the EDC such portion of the Rent attributed to the unaccrued portion of such Lease Year.

SECTION 11. ASSIGNMENT OR SUBLEASE

11.1 No part of the Premises may be assigned, mortgaged, or subleased by the EDC, nor may a right of use of any portion of the Premises be conferred on any person voluntarily or involuntarily by any other means, without the prior written consent of the City. This Section shall apply, without limitation, to all transfers by operation of law and all transfers to and by trustees, including trustees in bankruptcy, receivers, conservators, and personal representatives of decedents' estates. A purported assignment, sublease, transfer or other matter or transaction in violation of this Section shall be void. Consent by the City to one assignment or sublease shall not destroy or waive this provision; all later assignments and subleases shall likewise require the City's prior written consent. Any Subtenant or assignee shall become liable directly to the City for all obligations of the EDC hereunder, without relieving the EDC's liability therefore.

SECTION 12. EDC'S INSPECTION OF PREMISES

12.1 The EDC acknowledges that the EDC has relied solely upon the EDC's own independent inspection, investigation, and opinion of the Premises and its quality, value, suitability, and business potential for the contemplated use; and that the EDC has not relied upon any such representation by the City or any agent of the City, except to the extent that any representation may be contained in this Lease.

SECTION 13. INSPECTION BY LANDLORD

13.1 At all reasonable times with prior notice to the EDC, the City and the City's agents shall have access to all portions of the Premises for the purpose of inspecting the condition of the Premises and to exercise any right or power reserved by the City under this Lease, including but not limited to making any necessary repairs or other alterations. In the event of an emergency, the City shall not be required to give prior written notice but shall give notice to the EDC of such emergency access as soon as possible.

SECTION 14. SIGNS

14.1 The EDC shall not erect or paint any signs on any portion of the Premises, Common Areas or the Building without obtaining the City's prior written consent. Upon termination of this Lease, at the EDC's sole cost, the EDC shall remove all signs which the City may then require to be removed. The City reserves the right to erect signs and to lease, license, or otherwise grant to others the right to erect exterior signs in the Premises.

SECTION 15. VACATION OF PREMISES

15.1 The EDC covenants to vacate the Premises upon the expiration of the Term or early termination of this Lease and agrees that if there is any holding over after the expiration of the Term with the City's consent, such consent shall be for a month to month tenancy. Upon vacation the EDC shall deliver all keys and access cards to the City and leave the Premises, Office Furnishings and any other personal property belonging to the City in as good condition and repair as the same were at the beginning of the term, normal wear and tear excepted.

SECTION 16. DEFAULT BY TENANT

16.1 Each of the following shall be a default by the EDC and a breach of this Lease:

a. Failure to pay Rent or any part thereof within 10 days after it is due.

b. Failure to comply with any other term or fulfill any other obligation of this Lease to be met of fulfilled by the EDC within ten (10) days after receiving written notice from the City requesting such compliance.

c. The insolvency of the EDC; an assignment by the EDC for the benefit of creditors; the filing by the EDC of a voluntary petition in bankruptcy; an adjudication that the EDC is bankrupt; the filing of an involuntary petition of bankruptcy against the EDC and the failure of the EDC to secure a dismissal of the petition within 30 days after filing; the appointment of a receiver over a substantial portion of the properties of the EDC; the attachment of or the levying of execution on the Premises interest and failure of the EDC to secure discharge of the attachment or release of the levy of execution within 10 days.

d. Abandonment of the Premises, for which purpose abandonment means a failure of the EDC to occupy the Premises for one or more of the purposes permitted under this Lease for 15 days or more, unless such failure is excused under other provisions of this Lease.

e. Failure by the EDC within 10 days after receiving written notification from the City to prevent, correct, or abate nuisances or other grievances which directly or indirectly cause interference with, harm, or damage to the City's use of the Building or any portion thereof.

16.1 Termination upon Default. If the EDC is in default the City may elect to terminate this Lease by notice in writing to the EDC. The City may exercise this option at the time of such default or, so long as such default has not been cured, at any time thereafter, and upon giving such notice of termination, this Lease shall then expire as if the date of notice had been originally fixed as the expiration date of the Term.

16.2 Damages without Termination. Whether or not this Lease is terminated by election of the City or otherwise, the City shall be entitled to recover actual damages from the EDC for the default.

16.3 Rights and Liabilities upon Termination. If this Lease is terminated for any reason by election of the City or otherwise, the EDC's liability to the City for damages shall survive termination, and the rights and obligations of the parties shall be as follows: (a) the EDC shall vacate the Premises immediately, remove any property which the EDC is required to remove under this Lease and perform any clean-up, alterations, or other work necessary to leave the Premises and the Office Furnishings in the condition required under this Lease; and (b) the City may reenter, take possession of the Premises and Office Furnishings and remove any persons or property by legal action or self help. No reentry by the City shall be deemed an acceptance of surrender of this Lease.

16.4 Damages upon Termination. If this Lease is terminated upon default by the EDC, whether by election of the City or otherwise, the EDC's liability to the City for damages shall survive termination of this Lease. Without waiting until the due date of any future Rent or until the date fixed for expiration of the Term, the City shall be entitled to immediately recover a sum equal to the amount of all Rent which has accrued as of the termination date and a sum equal to the reasonable costs of reentry, including without limitation the cost of clean-up; refurbishing; removal of the EDC's property and fixtures, or any other expenses occasioned by the EDC's failure to quit the Premises upon termination and to leave the Premises in the required condition; attorney's fees; and court costs. The City may also recover and the EDC agrees to pay on or before the day of each year on which the Rent would have been payable if this Lease had not terminated. Actions for the recovery of such damages or any installments thereof may be brought by the City at the City's election, and nothing contained herein shall be deemed to require the City to postpone such action until the date when the Term would have expired, if this Lease had not been terminated.

16.5 Performance by the City. If the EDC fails to perform any obligation under this Lease, the City shall have the right but no obligation to perform the same after 10 days written notice to the EDC. The EDC covenants to reimburse the City for all of the City's expenditures to correct the default which shall be immediately paid upon the City's demand.

16.6 Remedies Cumulative. The foregoing remedies are in addition to and shall not exclude any other remedy available to the City under applicable law.

SECTION 17. DEFAULT BY CITY

17.1 Default Defined. Failure to comply with any term or fulfill any other obligation of this Lease to be met or fulfilled by the City under this Lease within ten (10) days after receiving written notice from the EDC requesting such compliance shall constitute a breach of this Lease by the City.

17.2 Termination upon Default. If the City is in default the EDC may elect to terminate this Lease by notice in writing to the EDC. The EDC may exercise this option at the time of such default or, so long as such default has not been cured, at any time thereafter, and upon giving such notice of termination, this Lease shall then expire as if the date of notice had been originally fixed as the expiration date of the Term; in which case: (a) the EDC shall vacate the Premises immediately, remove any property which the EDC is required to remove under this Lease and perform any clean-up, alterations, or other work necessary to leave the Premises and the Office Furnishings in the condition required under this Lease; and (b} the City may reenter, take possession of the Premises and Office Furnishings and remove any persons or property by legal action or self-help.

17.3 Damages upon Termination. If this Lease is terminated upon default by the City, whether by election of the EDC or otherwise, the City's liability to the EDC for actual damages shall survive termination of this Lease. Actions for the recovery of such actual damages may be brought by the EDC at the EDC's election.

17.4 Remedies Cumulative. The foregoing remedies are in addition to and shall not exclude any other remedy available to the City under applicable law.

SECTION 18. ATTORNEY FEES

18.1 If civil action is instituted by either party to establish or enforce any right under this Lease; to recover any amounts due hereunder; to correct a breach of any covenant, term, or condition hereof; or to litigate any other matter arising from the execution of this Lease, the prevailing party in the trial court and the prevailing party on any appeal shall recover reasonable attorney fees awarded by the trial and appellate courts in addition to costs and disbursements. This Section shall survive any termination of this Lease.

SECTION 19. NON-WAIVER

19.1 Failure by the City to require the EDC's strict performance of any terms under this Lease shall not affect the City's right to enforce the same, nor shall a waiver of default be construed to be a waiver of any succeeding default or a waiver of this Section. To be effective, any waiver by the City must be written and signed by the City.

SECTION 20. NOTICE

20.1 All written notices to be given to the City shall be mailed to the City at 8880 Clark Avenue, Parkville, Missouri 64152, Attention City Administrator, or at such other address as the City shall designate in writing All written notices to be given to the EDC shall be mailed to the EDC at 8880 Clark Avenue, Suite 218, Parkville, Missouri 64152, Attention Executive Director, or at such other address as the EDC shall designate in writing. Notice shall be deemed given when deposited in the United States mail, certified or registered, addressed as provided in this Section with postage fully prepaid.

SECTION 21. HOURS OF OPERATION AND UTILITIES

21.1 The City covenants and agrees that it will keep Building open and in operation Monday through Friday from 8:00 am to 5:00 pm, except legal holidays ("Hours of Operation"). During the Hours of Operation, the EDC, its employees, officers, agents, guests and invitees, may access the Building and use the Premises and Common Areas in accordance with this Lease; and during non-Hours of Operation, the EDC, its employees, officers, agents, guests and invitees, may have access to the Premises, however, the City may limit access to the Common Areas.

21.2 The City will furnish utilities, such as heating, cooling, electricity, water, telephone, cable and sewer, without charge to the EDC except as expressly provided in this Lease. It is understood that any one or more of these utilities may experience normal interruption of service and interruption for maintenance and repair which shall not constitute a breach of this Lease by City. It is further understood that heating and cooling may be limited except during Hours of Operation.

SECTION 22. MISCELLANEOUS

22.1 This Lease shall bind and shall inure to the benefit of the parties and their respective successors in interest, and to the extent this Lease is assignable by its terms, the assigns of the parties.

22.2 The provisions of this Lease are severable. If any term or its application to any person or circumstance shall be invalid or unenforceable, the application of such term to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected, and the remainder of this Lease shall not be affected thereby.

22.3 If the context so indicates, the singular pronoun shall be construed to mean and include the plural, the masculine, the feminine, and the neuter, and generally all grammatical changes shall be made, assumed, and applied to make the provisions of this Lease apply equally to one or more corporations and individuals.

22.4 Notwithstanding anything to the contrary this Lease, this Lease is the entire agreement between the parties as to the subject matter of this Lease.

IN WITNESS WHEREOF, the City and the EDC have executed this Lease.

City of Parkville, Missouri	**Parkville Economic Development Council**
____________________________	________________________________
Nan Johnston, Mayor	Scott Lehr, Chair
Attest: ____________________	Attest:
_________________________________	______________________________
Melissa McChesney, City Clerk	Ed Linnebur, Executive Director

____

CITY OF PARKVILLE
Policy Report

Date: June 3, 2021

Prepared By:
Alysen Abel, Public Works Director

Reviewed By:
Melissa McChesney, City Clerk

ISSUE:
Approve a construction agreement with Infrastructure Solutions for the 2021 Sanitary Sewer Repairs program (Public Works)

BACKGROUND:
On May 21, 2019, the Board of Aldermen approved a five-year agreement with North Hills Engineering (NHE) for on-call engineering services. This arrangement allows the City to execute individual work authorizations for supplemental engineering services for specific projects and studies.

The City compiles data collected with CCTV evaluations and periodic manhole inspections to get more information about the condition of the system. NHE recently completed the 2020 Manhole Inspection Report, in which he evaluated the condition of various manholes in the sewer system. This information was presented to the Board of Aldermen on February 2, 2021. Based on the data collected, projects were identified and prioritized. Each year, the City programs funding in the Sewer Fund to repair the sanitary sewer system.

On February 16, 2021, the Board of Aldermen approved a work authorization with North Hills Engineering for the next phase of the sanitary sewer repairs program. The scope of the work authorization included design, document preparation, bidding and construction administration. The project will address the urgent needs in the sanitary sewer system, addressing sewer line and manhole repairs. The primary project area will include the area west of Route 9, between 4th and 13th Streets.

In May, the City released a bid request for the 2021 Sanitary Sewer Repairs. On June 2, 2021, six contractors provided bids for the proposed sewer repairs program. The bid tabulation is included as Attachment 1. Infrastructure Solutions was the low bidder, with a bid of $285,667. Infrastructure Solutions has successfully completed several City projects, including the McAfee Force Main Improvements in 2020.

BUDGET IMPACT:
The 2021 Sewer Fund includes $240,000 for capital projects related to sewer lines and manholes. Of this amount, $215,000 was budgeted for the construction associated with the Sanitary Sewer Repairs program. The survey and engineering fees totaled $23,254.

The bid provided by Infrastructure Solutions was $285,667, which is $70,667 over budget (nearly

25% over). The cost inflation is due to limited contractor availability and the cost of the construction materials.

The sewer repair location at 6th Street was caused by Ervin Cable, when they impacted the existing sewer while boring for their underground fiber utility. They have admitted their fault in the damage and offered to reimburse the City for the expense to sewer repair. The cost of the engineering and construction associated with the 6th Street repair is $14,058. The City will file a claim with Ervin Cable, seeking reimbursement for the repair.

In an effort to keep this project within budget with the least impact to the Sewer Fund, staff recommends removing the 7th & Main Street repair from the 2021 program, resulting in a savings of $38,061.60. Furthermore, there was approximately $19,000 budget savings with the 2021 Sewer CCTV Program.

ALTERNATIVES:

1. Approve a construction agreement with Infrastructure Solutions for the 2021 Sanitary Sewer Repairs Program.
2. Provide feedback to staff regarding the 2021 Sanitary Sewer Program.
3. Postpone this item.

STAFF RECOMMENDATION:

Staff recommends the approval of the construction agreement with Infrastructure Solutions for the 2021 Sanitary Sewer 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 recommend that the Board of Aldermen approve a construction agreement with Infrastructure Solutions for the 2021 Sanitary Sewer Repairs Program in the amount of $285,667.

ATTACHMENTS:

1. Bid Tabulation
2. Draft Agreement

City of Parkville - Sanitary Sewer Repairs Phase 5

Bid Tabulation

Item	Description	Qty.	Unit	Holthouse Construction, LLC, Liberty, MO Unit Price	Holthouse Construction, LLC, Liberty, MO Extension	Infrastructure Solutions, Lenexa, KS Unit Price	Infrastructure Solutions, Lenexa, KS Extension	Kissick Construction, KCMO Unit Price	Kissick Construction, KCMO Extension
1	Mobilization	1	LS	$ 20,000	$ 20,000.00	$ 18,053	$ 18,053.07	$ 15,916	$ 15,916.00
2	Sewer Repairs at 8th & Main St.	1	LS	$ 40,270	$ 40,270.00	$ 8,320	$ 8,319.96	$ 12,613	$ 12,613.00
3	Sewer Repairs at 7th & Main St.	1	LS	$ 71,115	$ 71,115.00	$ 38,062	$ 38,061.60	$ 40,911	$ 40,911.00
4	Sewer Repair at #13 W. 7th St.	1	LS	$ 31,377	$ 31,377.00	$ 16,290	$ 16,289.98	$ 19,879	$ 19,879.00
5	Sewer Repair at 6th & Main St.	1	LS	$ 26,485	$ 26,485.00	$ 12,934	$ 12,933.97	$ 18,792	$ 18,792.00
6	Adjust manhole grade using adusting rings.	14	EA	$ 2,500	$ 35,000.00	$ 442	$ 6,191.22	$ 420	$ 5,880.00
7	Raise manhole using barrel section.	3	EA	$ 7,500	$ 22,500.00	$ 4,217	$ 12,651.54	$ 1,900	$ 5,700.00
8	Remove & replace manhole casting - Iron.	10	EA	$ 2,500	$ 25,000.00	$ 1,171	$ 11,708.20	$ 1,802	$ 18,020.00
9	Remove & replace manhole casting - Non-metallic	14	EA	$ 2,500	$ 35,000.00	$ 1,659	$ 23,232.86	$ 1,947	$ 27,258.00
10	Sewer CCTV with manhole locate.	1000	LF	$ 4	$ 4,050.00	$ 4	$ 4,010.00	$ 8	$ 8,000.00
11	Manhole lining, cacium aluminate & epoxy.	160	VFT	$ 415	$ 66,400.00	$ 425	$ 67,979.20	$ 423	$ 67,680.00
12	Manhole liner & bench repairs.	8	EA	$ 1,350	$ 10,800.00	$ 1,379	$ 11,034.32	$ 1,993	$ 15,944.00
13	Bypass Pumping for manhole repairs at 12th St.	1	LS	$ 25,000	$ 25,000.00	$ 41,950	$ 41,949.84	$ 29,387	$ 29,387.00
14	Repair sewer stream crossing at Crooked Road	1	LS	$ 12,000	$ 12,000.00	$ 4,933	$ 4,933.16	$ 20,494	$ 20,494.00
15	Construct Drainage Ditch at Manhole D58B	1	LS	$ 6,500	$ 6,500.00	$ 8,318	$ 8,318.08	$ 3,356	$ 3,356.00
Total Bid Price:					$ 431,497.00		$ 285,667.00	$ 8	$ 309,830.00

Item	Description	Qty.	Unit	She Digs It, LLC, Blue Springs, MO Unit Price	She Digs It, LLC, Blue Springs, MO Extension	Westland Construction, Inc., Basehor, KS Unit Price	Westland Construction, Inc., Basehor, KS Extension	Wiedenmann, Inc., Belton, MO Unit Price	Wiedenmann, Inc., Belton, MO Extension
1	Mobilization	1	LS	$ 11,800	$ 11,800.00	$ 14,000	$ 14,000.00	$ 16,700	$ 16,700.00
2	Sewer Repairs at 8th & Main St.	1	LS	$ 24,200	$ 24,200.00	$ 24,000	$ 24,000.00	$ 16,000	$ 16,000.00
3	Sewer Repairs at 7th & Main St.	1	LS	$ 44,300	$ 44,300.00	$ 54,000	$ 54,000.00	$ 41,000	$ 41,000.00
4	Sewer Repair at #13 W. 7th St.	1	LS	$ 24,530	$ 24,530.00	$ 23,500	$ 23,500.00	$ 16,000	$ 16,000.00
5	Sewer Repair at 6th & Main St.	1	LS	$ 17,015	$ 17,015.00	$ 23,500	$ 23,500.00	$ 16,000	$ 16,000.00
6	Adjust manhole grade using adusting rings.	14	EA	$ 1,200	$ 16,800.00	$ 1,000	$ 14,000.00	$ 1,900	$ 26,600.00
7	Raise manhole using barrel section.	3	EA	$ 3,200	$ 9,600.00	$ 3,000	$ 9,000.00	$ 6,800	$ 20,400.00
8	Remove & replace manhole casting - Iron.	10	EA	$ 1,800	$ 18,000.00	$ 1,500	$ 15,000.00	$ 2,400	$ 24,000.00
9	Remove & replace manhole casting - Non-metallic	14	EA	$ 2,300	$ 32,200.00	$ 1,200	$ 16,800.00	$ 2,100	$ 29,400.00
10	Sewer CCTV with manhole locate.	1000	LF	$ 3	$ 3,000.00	$ 4	$ 3,500.00	$ 4	$ 4,000.00
11	Manhole lining, cacium aluminate & epoxy.	160	VFT	$ 396	$ 63,360.00	$ 375	$ 60,000.00	$ 300	$ 48,000.00
12	Manhole liner & bench repairs.	8	EA	$ 1,288	$ 10,304.00	$ 1,250	$ 10,000.00	$ 1,800	$ 14,400.00
13	Bypass Pumping for manhole repairs at 12th St.	1	LS	$ 21,200	$ 21,200.00	$ 12,000	$ 12,000.00	$ 38,000	$ 38,000.00
14	Repair sewer stream crossing at Crooked Road	1	LS	$ 8,675	$ 8,675.00	$ 5,000	$ 5,000.00	$ 24,500	$ 24,500.00
15	Construct Drainage Ditch at Manhole D58B	1	LS	$ 3,200	$ 3,200.00	$ 3,500	$ 3,500.00	$ 10,000	$ 10,000.00
Total Bid Price:					$ 308,184.00		$ 287,800.00		$ 345,000.00

CITY OF PARKVILLE, MO

AGREEMENT BETWEEN CITY OF PARKVILLE
AND CONTRACTOR
FOR

PUBLIC IMPROVEMENT OF:

SANITARY SEWER REPAIRS, PHASE 5

This agreement is made and entered into this 15th day of June 2021, by and between the City of Parkville, Missouri, (hereinafter the "City") and Infrastructure Solutions, LLC (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, to wit:

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 Kansas 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 **TWO HUNDRED EIGHTY FIVE THOUSAND SIX HUNDRED SEVENTY SEVEN DOLLARS AND NO/100 ($285,677.00)** (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 within **140 days of the NOTICE TO PROCEED**. In addition, from the time Contractor mobilizes to the site, all improvements shall be complete within 60 calendar 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 $200.00 for each and every calendar day the work remains incomplete over the specified completion time. Additional time requirements are set forth on the Drawings.

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:

Contractor's Bid Form and attachments.

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	List of Plans (by sheet number and date), including all addenda thereto
Exhibit D	List of Specifications (by Section number) including all addenda thereto
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
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 thru counterparts of this contract in the prescribed form and manner, the 15^{TH} day of June 2021.

CITY OF PARKVILLE, MISSOURI

____

By: Nanette K. Johnston
Title: Mayor

ATTEST:

____

Melissa McChesney, City Clerk

INFRASTRUCTURE SOLUTIONS, LLC
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.)

CITY OF PARKVILLE
Policy Report

Date: June 3, 2021

Prepared By:
Alysen Abel, Public Works Director

Reviewed By:
Melissa McChesney, City Clerk

ISSUE:
Approve a construction agreement with Smico Contracting Group for the FF Hwy Pump Station reconstruction project (Public Works)

BACKGROUND:
The City owns a pump station located off FF Highway that serves the communities to the north. The existing pump station is over 30 years old and is in need of repairs. The 2021 Budget includes funding for the reconstruction of the pump station. The project will include replacement of two pumps, as well as replacement of the mechanical and electrical facilities associated with the pump station.

On May 21, 2019, the Board of Aldermen approved a five-year agreement with North Hills Engineering (NHE) for on-call contract engineering services. This arrangement allows the City to execute individual work authorizations for supplemental engineering services for specific projects and studies. The scope of the work authorization included the design and project management of the repairs and equipment replacement for the existing pump station.

In May, the City released a bid request for the reconstruction of the FF Hwy Pump Station. On June 2, 2021, five contractors responded. Smico Contracting Group was the low bidder, with a bid of $144,495. Smico Contracting Group successfully completed the South National Pump Station Improvements in 2018.

BUDGET IMPACT:
The 2021 Sewer Fund budget includes $140,000 for the reconstruction of the FF Highway Pump Station. The estimated cost of construction is $127,500. The cost of engineering and project management was $11,627.

The bid from Smico Contracting Group was in the amount of $144,495, which is $16,995 (or 11.8%) over budget. The cost of materials is the main reason for the increased project costs.

There were project savings with the purchase of the zero turn mower and the UV bulbs and ballasts earlier this year, with a total savings of about $7,000. Staff will continue to monitor the Sewer Fund and determine if there are additional changes necessary to ensure a positive balance.

ALTERNATIVES:

1. Approve a construction agreement with Smico Contracting Group for the FF Hwy Pump Station Reconstruction.
2. Provide feedback to staff related to the FF Hwy Pump Station Reconstruction.
3. Postpone this item.

STAFF RECOMMENDATION:
Staff recommends the approval of a construction agreement with Smico Contracting Group for the FF Highway Pump Station reconstruction.

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 Smico Contracting Group for the FF Highway Pump Station reconstruction in the amount of $144,495.

ATTACHMENTS:
1. Bid Tabulation
2. Draft Agreement

City of Parkville - FF Hwy Pump Station Retrofit

BID TABULATION

Item	Description	Qty.	Unit	Crossland Heavy Contractors Unit Price	Crossland Heavy Contractors Extension	Infrastructure Solutions, LLC Unit Price	Infrastructure Solutions, LLC Extension	She Digs It., LLC Unit Price	She Digs It., LLC Extension	Smico Contracting Group, LLC Unit Price	Smico Contracting Group, LLC Extension	Utility Solutions Unit Price	Utility Solutions Extension
1	Mobilization	1	LS	$ 9,000	$ 9,000	$ 8,017	$ 8,017	$ 8,200	$ 8,200	$ 6,870	$ 6,870	$ 7,000	$ 7,000
2	Demo existing chain link fence and timber walls.	1	LS	$ 3,000	$ 3,000	$ 1,086	$ 1,086	$ 2,400	$ 2,400	$ 1,880	$ 1,880	$ 1,750	$ 1,750
3	Demo existing pump station.	1	LS	$ 11,000	$ 11,000	$ 5,049	$ 5,049	$ 5,400	$ 5,400	$ 2,950	$ 2,950	$ 4,000	$ 4,000
4	Grade ditches and place rip-rap, 9 tons.	1	LS	$ 5,000	$ 5,000	$ 1,361	$ 1,361	$ 2,100	$ 2,100	$ 3,650	$ 3,650	$ 4,000	$ 4,000
5	Furnish and spread surfacing gravel	40	TON	$ 55	$ 2,200	$ 55	$ 2,195	$ 32	$ 1,280	$ 58	$ 2,320	$ 35	$ 1,400
6	Wastewater flow handling	1	LS	$ 15,000	$ 15,000	$ 21,238	$ 21,238	$ 16,300	$ 16,300	$ 4,500	$ 4,500	$ 4,000	$ 4,000
7	Raise manhole using barrel section.	1	LS	$ 4,000	$ 4,000	$ 2,286	$ 2,286	$ 2,200	$ 2,200	$ 2,850	$ 2,850	$ 4,000	$ 4,000
8	Place compacted AB3 fill around wetwell.	18	TONS	$ 70	$ 1,260	$ 44	$ 790	$ 66	$ 1,188	$ 65	$ 1,170	$ 35	$ 630
9	Furnish pump station package (Section 11314).	1	LS	$ 72,000	$ 72,000	$ 113,363	$ 113,363	$ 83,220	$ 83,220	$ 73,511	$ 73,511	$ 79,000	$ 79,000
10	Install pump station package.	1	LS	$ 32,000	$ 32,000	$ 17,790	$ 17,790	$ 26,786	$ 26,786	$ 28,809	$ 28,809	$ 17,500	$ 17,500
11	Fill low area with compacted earth, grade site to drain.	1	LS	$ 2,000	$ 2,000	$ 898	$ 898	$ 2,200	$ 2,200	$ 1,730	$ 1,730	$ 3,250	$ 3,250
12	Construct new 6' tall chain link fencing.	75	LF	$ 120	$ 9,000	$ 188	$ 14,116	$ 105	$ 7,875	$ 73	$ 5,475	$ 230	$ 17,250
13	Electrical distribution and install.	1	LS	$ 14,000	$ 14,000	$ 9,143	$ 9,143	$ 12,960	$ 12,960	$ 7,730	$ 7,730	$ 17,500	$ 17,500
14	Seeding to restore disturbed earthen areas.	1	LS	$ 5,000	$ 5,000	$ 2,950	$ 2,950	$ 1,400	$ 1,400	$ 1,050	$ 1,050	$ 1,200	$ 1,200
Total Bid Price					**$ 184,460**		**$ 200,282**		**$ 173,509**		**$ 144,495**		**$ 162,480**

CITY OF PARKVILLE, MO

AGREEMENT BETWEEN CITY OF PARKVILLE
AND CONTRACTOR
FOR PUBLIC IMPROVEMENT OF:
FF HWY PUMP STATION RETROFIT

This agreement is made and entered into this 15th day of June, 2021 by and between the City of Parkville, Missouri, (hereinafter the “City”) and Smico Contracting Group (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, to wit:

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 Kansas 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 FORTY FOUR THOUSAND FIVE HUNDRED TWENTY FIVE DOLLARS AND NO/100 ($144,525.00)** (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 within **150 days of the NOTICE TO PROCEED**. In addition, from the time Contractor mobilizes to the site, all improvements shall be complete within 60 calendar 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 $250.00 for each and every calendar day the work remains incomplete over the specified completion time. Additional time requirements are set forth on the Drawings.

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:

Contractor's Bid Form and attachments.

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	List of Plans (by sheet number and date), including all addenda thereto
Exhibit D	List of Specifications (by Section number), including all addenda thereto
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
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 thru counterparts of this contract in the prescribed form and manner, the 15th day of June 2021.

CITY OF PARKVILLE, MISSOURI

____
By: Nanette K. Johnston
Title: Mayor

ATTEST:

____
Melissa McChesney, City Clerk

SMICO CONTRACTING GROUP
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.)

ITEM 3.F.

For 6/7/2021

Board of Aldermen - Finance Committee Meeting

CITY OF PARKVILLE
Policy Report

Date: June 4, 2021

Prepared By:
Alysen Abel, Public Works Director

Reviewed By:
Melissa McChesney, City Clerk

ISSUE:
Approve a purchase order with Fry & Associates for playground equipment in English Landing Park and Watkins Park (Public Works)

BACKGROUND:
The 2021 Parks Sales Tax budget includes $25,000 for playground upgrades for English Landing and Watkins parks. The majority of the playground equipment will be installed in English Landing Park, as an upgrade to the existing playground. Significant features from English Landing Park will be moved to Watkins Park to enhance the playground in the neighborhood park in conjunction with the Watkins Park Improvements in 2021.

The City worked directly with Fry & Associates who is a distributor for a variety of playground equipment. They worked directly with staff to select playground equipment that is appropriate for the future vision of the park, to provide a multi-generation and inclusive playground experience.

BUDGET IMPACT:
The 2021 Parks Sales Tax budget includes $25,000 for the playground upgrades to English Landing and Watkins parks. The purchase order with Fry & Associates is within budget at $23,652.80. The City received a Platte County Outreach Grant for improvements to Watkins Park. A portion of that grant funding will be used on the playground upgrades in Watkins Park.

ALTERNATIVES:
1. Approve a purchase order with Fry & Associates for the Playground Equipment for English Landing and Watkins Parks.
2. Provide feedback to staff related to the Playground Equipment purchase.
3. Postpone this item.

STAFF RECOMMENDATION:
Staff recommends approval of a purchase order with Fry & Associates for the purchase of Playground Equipment for English Landing and Watkins Parks.

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

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve a purchase order with Fry & Associates to purchase playground equipment for English Landing Park and Watkins Parks in the amount of $23,652.80.

ATTACHMENTS:

1. Purchase Order
2. Quote

PURCHASE ORDER
(non-construction)

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

Date: June 15, 2021

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

VENDOR FRY PARK AND PLAYGROUND EQUIPMENT

101 E. 15th Avenue
North Kansas City, MO 64116
fun@fryinc.com
Phone: 816-221-4825

SHIP TO: Tom Barnard 9001 McAfee, Parkville, MO 64152

INVOICE TO: Tom Barnard, City of Parkville, 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 7 pages including attachments. Purchaser agrees to pay the total sum of **TWENTY THREE THOUSAND SIX HUNDRED FIFTY TWO DOLLARS AND 80/100 ($23,652.80)** for such materials, subject to any additions or deductions agreed upon in writing**.** **Freight charges are included in purchase price and sales taxes will not be charged to the Purchaser as a tax exempt entity. Purchaser will provide Vendor with a Tax Exemption Certificate upon request**. Payment is to be made within thirty days after delivery of goods and receipt of invoice. This purchase order is only valid through December 31, 2021.

ITEMS:	
1 Elevated Playcube	$5,846.40
1 Small Playcube w/legs	4,145.40
1 Loopy Whoop	1,976.40
1 Truck Spring Rider	1,530.90
1 Overdrive	3,258.00
66 Border Timbers @ $66 ea.	3,445.20
1 Accessible Entry Ramp	1,255.50
	$21,457.80
Shipping	2,195.00
Total	$23,652.80

See Attachment "A" – Terms and Conditions
See Attachment "B" – Insurance Requirements
See Attachment "C" - Quote

SCHEDULE OF DELIVERY:

F.O.B. Tom Barnard 9001 McAfee, Parkville, MO 64152

Contact Tom Barnard at 816-215-4047 prior to 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")	**FRY PARK AND PLAYGROUND EQUIPMENT** ("Vendor")
By:____________________	**By:**____________________
Title:____________________	**Title:**____________________
Date:____________________	**Date:**____________________

Attachment "A"

TERMS AND CONDITIONS FOR CITY OF PARKVILLE PURCHASE ORDER

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT "B"

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

2.9 <u>Additional Insureds</u>. Purchaser shall be included as additional insureds under Vendor's furnished insurance, for ongoing and completed operations, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/12), under the commercial general liability policy. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING.

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

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

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

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

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

FRY PARK AND PLAYGROUND EQUIPMENT

[redacted]

Quote

101 E 15th Ave
North Kansas City, MO 64116
Phone: 816-221-4825
fun@fryinc.com
www.fryandassociates.com

DATE: 1/14/21

Prepared by: William Fry

Customer
City Of Parkville, Mo. Attn: Tom Barnard 8880 Clark Ave Parkville, Mo. 64152

Ship Address
English Landing Park 8701 McAffee Rd Parkville, Mo. 64152

Part No	Description	Qty	Price	Ext. price
1.1C Playcube	Elevated Playcube	1	$5,846.40	$5,846.40
Small Playcube	Small Playcube with legs	1	$4,145.40	$4,145.40
ZZUN7096	Loopy Whoop	1	$1,976.40	$1,976.40
ZZXX0557	Truck Spring Rider	1	$1,530.90	$1,530.90
ZZXX0150	Overdrive	1	$3,258.00	$3,258.00
ZZXX9430	Border Timbers	66	$52.20	$3,445.20
ZZXX8905	Accessible Entry Ramp	1	$1,255.50	$1,255.50
	All Pricing is discounted per Greenbush contract.			
	Add $75.00 per hour for Professional Assistance by Fry			

Subtotal	$21,457.80
Tax due	
Shipping	$2,195.00
TOTAL	**$23,652.80**

Customer Acceptance (sign below):

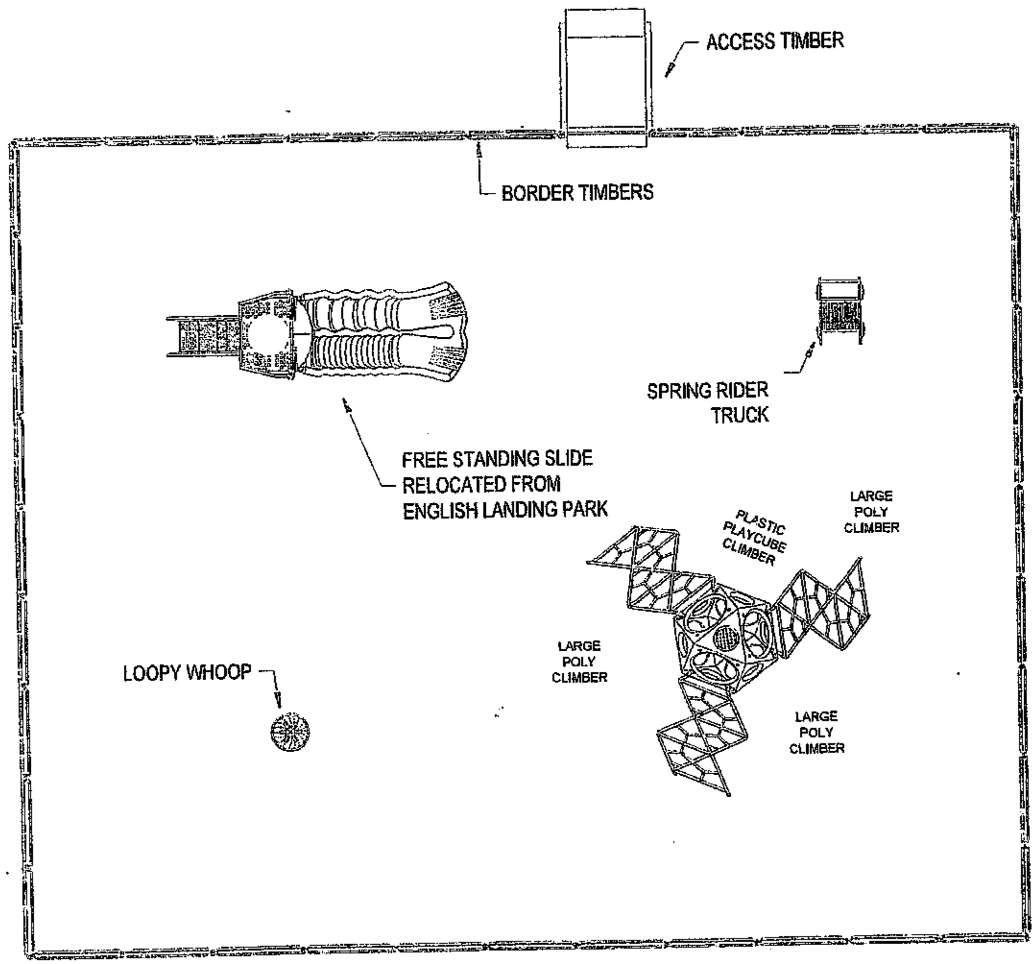
x ______________________________

Print Name:

If you have any questions about this price quote, please contact us!

In Play We Trust

1/14/2021



*PLAYGROUND SUPERVISION REQUIRED

PLAYWORLD

WATKINS PARK

PARKVILLE, MO

EQUIPMENT SIZE: N/A

USE ZONE: 36' X 44'

AREA: 1584 SqFt.

PERIMETER: 160 Ft.

FALL HEIGHT: 6 Ft.

USER CAPACITY: 15

AGE GROUP: 2-12

FRY & ASSOCIATES
101 E 15TH AVE
NORTH KANSAS CITY,
MISSOURI, 64116
816.221.4825

PROJECT NO: 211340	SCALE: 3/16"=1'-0"
DRAWN BY: EDDIEM	Paper Size B
DATE: 1/13/2021	