



**BOARD OF ALDERMEN**  
Regular Meeting Agenda  
CITY OF PARKVILLE, MISSOURI  
Tuesday, August 5, 2014, 7:00 pm  
City Hall Boardroom

**Next numbers: Bill No. 2798 / Ord. No. 2768**

**1. CALL TO ORDER**

- A. Roll Call
- B. Pledge of Allegiance

**2. CITIZEN INPUT**

**3. MAYOR'S REPORT**

- A. Approve the appointment of Susan Robb to the Community Land and Recreation Board through May 2017

**4. CONSENT AGENDA**

- A. Approve the minutes for July 15, 2014 regular meeting
- B. Approve a right-of-way agreement with Unite Private Networks for fiber optic cables
- C. Authorize staff to prepare and submit a grant application for the KCP&L Energizing Our Environment Micro-Grant Program to provide shade trees at the new dog park at Platte Landing Park
- D. Approve a professional services agreement with North Hills Engineering, Inc. for on-call engineering services
- E. Approve a liquor by the drink picnic license for the Friends of the Parkville Parks for Parktoberfest on October 4, 2014
- F. Receive and file the June 2013 sewer report
- G. Approve the purchase of a truck for the Streets Division of the Public Works Department
- H. Approve Accounts Payable from July 9 to July 28, 2014

*Please Note: All matters listed under "Consent Agenda" are considered to be routine by the Board of Aldermen and will be enacted upon under one motion without discussion. Any member of the Board of Aldermen may be allowed to request an item be pulled from the Consent Agenda for consideration under the regular agenda if debate and a separate motion are desired. Any member of the Board of Aldermen may be allowed to question or comment on an item on the Consent Agenda without a separate motion under the regular agenda. Items not removed from the Consent Agenda will stand approved upon motion of any Alderman, followed by a second and a majority voice vote to "Approve the consent agenda and recommended motions for each item as presented".*

**5. ACTION AGENDA**

- A. Approve an ordinance employing Scott A. Gould as a police officer (Police Department)
- B. Approve an ordinance to update Chapter 610 and related sections of the Municipal Code regarding Peddlers, Solicitors and Canvassers (Administration)
- C. Approve Resolution No. 08-01-14 to establish a schedule of fees and set the fee for the peddling and soliciting permit (Administration)
- D. Approve a contract with TranSystems for engineering design and construction observation services for the Route 9 Downtown Entryway Improvements Project in the amount of \$26,434.27 (Administration)

- E. Approve the final payment to Judy Company in the amount of \$21,820.88 to close out the Brink Myer Retaining Wall Reconstruction Project (Public Works)
- F. Approve an ordinance employing William Thomsen as a full-time seasonal maintenance worker assigned to the Parks Division of the Public Works Department (Public Works)
- G. Approve an ordinance employing George Sarpong as a full-time seasonal maintenance worker assigned to the Parks Division of the Public Works Department (Public Works)
- H. Approve an ordinance adjusting the hourly rate of pay for Travis Phelan and Tiffany Falstich (Public Works)

**6. STAFF UPDATES ON ACTIVITIES**

**7. COMMITTEE REPORTS & MISCELLANEOUS ITEMS FROM THE BOARD**

**8. ADJOURN**

General Agenda Notes:

This agenda closed at noon on Thursday, July 31, 2014. With the exception of emergencies or other urgent matters, any item requested after the agenda was closed will be placed on the next board meeting agenda. Emergencies and urgent matters may be placed on an amended agenda only upon the vote of the Board of Aldermen.

**CITY OF PARKVILLE**  
**Policy Report**

Date: July 29, 2014

Prepared By:  
Melissa McChesney  
City Clerk

Reviewed By:  
Lauren Palmer  
City Administrator

On Behalf of:  
Nan Johnston  
Mayor

ISSUE:  
Approve the appointment of Susan Robb to the Community Land and Recreation Board through May 2017.

BACKGROUND:  
Parkville Municipal Code Section 110.140 states the Mayor, with the consent of the Board of Aldermen, shall make appointments to City commissions, committees and boards. The Community Land and Recreation Board was established by Parkville Municipal Code Chapter 150 and terms are for three years. Ms. Robb will be replacing David Kreher who did not wish to be reappointed. Her term will be through May 2017.

BUDGET IMPACT:  
There is no impact to the budget.

ALTERNATIVES:

1. Accept the Mayor's nomination by voice vote.
2. Reject the Mayor's nomination and request alternative nominations.
3. Postpone action.

POLICY:  
Parkville Municipal Code Section 110.140 states the Mayor, with consent and approval of the Board of Aldermen, shall make appointments to City commissions, committees and boards.

SUGGESTED MOTION:  
I move to approve the reappointment of Susan Robb to the Community Land and Recreation Board through May 2017.

ATTACHMENTS:

1. Application
2. Biography



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

Application for Appointed Boards, Commissions and Committees

Select the boards, commissions and committees in which you are interested in serving as a member:

- Planning & Zoning Commission
Ethics Commission
Industrial Development Authority
Board of Zoning Adjustment
Community Land & Recreation Board
Tax Increment Financing Commission (TIF)

Name: Susan Robb E-mail: smrobb49@aol.com

Home Address (required): 8033 Clearwater Dr Parkville MO 64152

Mailing Address (if different than above):

Are you a resident of the City of Parkville? Yes No Applicants must be residents of Parkville.

Phone (day): 269 720 7221 Phone (evening): 816 584-0110

Current Employer: Title:

How did you learn about Parkville boards and commissions?

- Internet Community Group/Organization Mayor/Alderman Other

Why are you interested in serving on a Parkville board?

Serving on the City of Parkville Board combines my desire to meaningfully contribute to my community and my experience and strong interest in the use of outdoor and natural resources.

Have you ever served on a Parkville board? Yes No
If yes, which ones? Dates Served:

Do you belong to any community organizations or professional groups?

Missouri Master Naturalist Missouri Prairie Foundation

Return to: Parkville City Hall
8880 Clark Avenue
Parkville, Missouri 64152

Please submit a resume or short biography with your application.

I declare that all statements in this application are true and correct to the best of my knowledge. I further declare that if I am appointed, I will serve fairly, impartially, and to the best of my ability. I acknowledge that information contained in this application is public record and may be subject to public inspection pursuant to Missouri Sunshine Laws.

I read and understand the above statement:

Applicant Signature: Susan Robb Date: 7/28/14

Appointments to boards, committees and commissions are approved annually by the Board of Aldermen the first meeting in May and terms vary depending on the board/commission. Applications are accepted throughout the year by the City Clerk. Appointments are made by the Mayor with the consent of the Board of Aldermen.

Susan Robb  
8033 Clearwater Dr  
Parkville, MO 64152

Parkville has been my home for the past 6 years. I am a transplant from the East, starting in Vermont and continuing on to Maryland, Pennsylvania, Upstate New York, and Michigan where I spent 20 years raising my family of six and tending our small farm. I have degrees in Environmental Education (BS) and Science Education (MS), both from Cornell University. I have taught in the classroom and in the field and have served on various organizations in each of the communities where I have lived. I feel lucky to have happened upon choosing Parkville as my new home. It has offered opportunities to continue my enjoyment of the out of doors, while living in a vibrant and engaged community. It would be an honor to be part of fulfilling the mission of the great City of Parkville.

**1. CALL TO ORDER**

A regular meeting of the Board of Aldermen was convened at 7:07 p.m. on Tuesday, July 15, 2014, and was called to order by Mayor Nanette K. Johnston. City Clerk Melissa McChesney called the roll as follows:

Ward 1 Alderman Kari Lamer	- absent with prior notice
Ward 1 Alderman Diane Driver	- present
Ward 2 Alderman Jim Werner	- present
Ward 2 Alderman Dave Rittman	- present
Ward 3 Alderman Kendall Welch	- present
Ward 3 Alderman David Jones	- present
Ward 4 Alderman Marc Sportsman	- present
Ward 4 Alderman Greg Plumb	- present

A quorum of the Board of Aldermen was present.

The following staff was also present: Lauren Palmer, City Administrator  
Sean Ackerson, Assistant City Administrator/Community Development Director  
Kevin Chrisman, Police Chief  
Kirk Rome, P.E., Public Works Director  
Steve Chinn, City Attorney

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

**2. CITIZEN INPUT**

The Mayor recognized members of Boy Scouts of America Troop 433 in the audience and called them to the podium. Jackson Minor and Jay Threadgill stated they were working on their Communications merit badges.

**3. MAYOR'S REPORT**

**A. Approve the reappointment of Phil Wassmer to the Community Land and Recreation Board through May 2017**

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO APPROVE THE REAPPOINTMENT OF PHIL WASSMER TO THE COMMUNITY LAND AND RECREATION BOARD THROUGH MAY 2017. ALL AYES, MOTION PASSED 7-0.

**B. Approve the reappointment of Neil Davidson to the Community Land and Recreation Board through May 2017**

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO APPROVE THE REAPPOINTMENT OF NEIL DAVIDSON TO THE COMMUNITY LAND AND RECREATION BOARD THROUGH MAY 2017. ALL AYES, MOTION PASSED 7-0.

**4. CONSENT AGENDA**

- A. Approve the minutes for July 1, 2014 regular meeting
- B. Approve the minutes for the July 1, 2014 work session
- C. Receive and file the financial report for the month ending June 30, 2014
- D. Receive and file the crime statistics for January through May 2014
- E. Approve accounts payable from June 27 to July 9, 2014

- F. Approve a special event permit and use of the alley near 12 East Street for the Grand Opening of Samsara Vintage Home on August 9, 2014, subject to conditions
- G. Approve a contract with KCP&L for the M-Power program for the period of July 16 to September 30, 2014 at the Sewer Treatment Plant
- H. Accept the storm sewer performance and maintenance bond for the 13th Plat, Phase B and 16th Plat in the Thousand Oaks subdivision

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO APPROVE THE CONSENT AGENDA AND RECOMMENDED MOTION FOR EACH ITEM, AS PRESENTED. ALL AYES, MOTION PASSED 7-0.

## 5. ACTION AGENDA

### A. Items Related to The Village at the National

Assistant City Administrator/Community Development Director Sean Ackerson explained the items were related applications for The Village at the National. The preliminary development plan was approved in April 2014 for a number of retail and office buildings, a bank and associated parking, and other amenities. The first phase included the first office building, a drive-thru coffee shop, and access to National Drive which came in the form of the final development plan. Ackerson explained the differences between the preliminary and final plans, noting that excess land was given back for the part of the frontage dedicated to Highway 45 which was larger than in the preliminary plan.

The first action requested the voluntary annexation of approximately 27,121 square feet and the second request was to rezone the annexed area to B-4 District to match the rest of the development. The third request was to approve the final plat which divided it into individual lots and the fourth request was for the final development plan. Ackerson stated the final development plan addressed changes based on discussion of the preliminary plan, including visual impacts from the line of the building, elevations, and landscaping.

Tony Borchers, director of development for J3-Pandi, thanked several people for their help with the plans. He noted that Chad Earwood and Scott Lear with E-Shipping, located in downtown, would move and be the owner/occupant of the first office space.

Highlights addressed from the preliminary plan included the Missouri Department of Transportation giving back right-of-way, an approved traffic impact study, construction plans for the medians, and stoplight reconfiguration. He added the integrity and quality remained the same with the same materials and architectural style, the pitched roof was lowered with an added patio below with natural screening. The relocation of the cart path was discussed through site meetings with The National; the letter from Tom Watson designs is attached hereto as Exhibit A. Screening was not originally addressed in the preliminary plan in Phase 1, but was included in Phase 1 of the final development plan for planting in the fall. Borchers explained that site construction would begin the following week with dirt work and the building would be turned over to the new owner in June 2015.

Aldermen Welch noted she forwarded information to residents in The National and received positive comments.

Ackerson stated that the Planning & Zoning Commission voted unanimously on all four applications with a vote of 8-0 and concluded the questions from the preliminary plan were adequately addressed. They recommended approval subject to conditions.

1. **Approve an ordinance for the voluntary annexation of two tracts containing a combined area of approximately 27,121 square feet – Case VA14-02; J3-Pandi, LLC, applicant**

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2793, AN ORDINANCE ANNEXING TWO TRACTS CONTAINING A COMBINED AREA OF 27,121 SQUARE FEET, MORE OR LESS, INTO THE CITY OF PARKVILLE, MISSOURI, BE APPROVED FOR FIRST READING. ALL AYES, MOTION CARRIED 7-0.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2793 BE APPROVED ON FIRST READING AND PASSED TO SECOND READING BY TITLE ONLY. ALL AYES, MOTION CARRIED 7-0.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2793 BE APPROVED ON SECOND READING TO BECOME ORDINANCE NO. 2763. ALL AYES BY ROLL CALL VOTE: PLUMB, WELCH, WERNER, DRIVER, RITTMAN, JONES AND SPORTSMAN. MOTION PASSED 7-0.

2. **Approve an ordinance amending Parkville Municipal Code Chapter 405 to rezone two tracts containing a combined area of approximately 27,121 square feet from County "R-25" Single-Family Large Lot District to City "B-4" Planned Business District – Case PZ14-19; applicant J3-Pandi, LLC, owner**

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2794, AN ORDINANCE AMENDING CHAPTER 405 OF THE PARKVILLE ZONING CODE TO REZONE TWO TRACTS CONTAINING A COMBINED AREA OF 27,121 SQUARE FEET, MORE OR LESS, FROM COUNTY "R-25" SINGLE-FAMILY LARGE LOT DISTRICT TO CITY "B-4" PLANNED BUSINESS DISTRICT, BE APPROVED ON FIRST READING. ALL AYES, MOTION CARRIED 7-0.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2794 BE APPROVED ON FIRST READING AND PASSED TO SECOND READING BY TITLE ONLY. ALL AYES, MOTION CARRIED 7-0.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2794 BE APPROVED ON SECOND READING TO BECOME ORDINANCE NO. 2764. ALL AYES BY ROLL CALL VOTE: PLUMB, WELCH, WERNER, DRIVER, RITTMAN, JONES AND SPORTSMAN. MOTION PASSED 7-0.

3. **Approve an ordinance for the final plat of The Village at the National, Phase 1 – Case PZ14-17; applicant, J-3 Pandi, LLC, owner**

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2795, AN ORDINANCE APPROVING THE FINAL PLAT, THE VILLAGE AT THE NATIONAL PHASE 1, BE APPROVED FOR FIRST READING. ALL AYES, MOTION CARRIED 7-0.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2795 BE APPROVED ON FIRST READING AND PASSED TO SECOND READING BY TITLE ONLY. ALL AYES, MOTION CARRIED 7-0.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2795 BE APPROVED ON SECOND READING TO BECOME ORDINANCE NO. 2765. ALL AYES BY ROLL CALL VOTE: PLUMB, WELCH, WERNER, DRIVER, RITTMAN, JONES AND SPORTSMAN. MOTION PASSED 7-0.

4. **Approve a final development plan for The Village at the National, an office and commercial development on approximately 9.5 acres – Case PZ14-18; applicant J3-PANDI, LLC, owner**

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO APPROVE THE VILLAGE AT THE NATIONAL FINAL DEVELOPMENT PLAN, SUBJECT TO STAFF RECOMMENDED CONDITIONS. ALL AYES, MOTION PASSED 7-0.

**B. Items Related to the Townhomes at the National, 2nd Plat**

Assistant City Administrator/Community Development Director Sean Ackerson explained that the items were related to the Townhomes at the National, 2<sup>nd</sup> Plat. The second phase of development would create seven developable lots, two private open space tracts and public rights-of-way. J-3 Pandi would obtain building permits on lots in the final plats prior to acceptance of improvements. Ackerson noted that often properties became platted and permits were obtained later to allow them to start building before the improvements were done, but required financial assurance.

The Planning & Zoning Commission approved the final plat, subject to conditions, by a unanimous vote of 8-0. Ackerson added the consideration to proceed with permits prior to construction only needed approval from the Board of Aldermen. Staff consulted with the Southern Platte Fire Protection District that determined it was not in conflict with their ordinances, but requested we do not approve occupancy prior to the development.

**1. Approve an ordinance for the final plat, Townhomes at the National, 2nd Plat – Case PZ14-21; applicant, J-3 Pandi, LLC, owner**

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2796, AN ORDINANCE APPROVING THE FINAL PLAT, TOWNHOMES AT THE NATIONAL – 2ND PLAT, BE APPROVED FOR FIRST READING. ALL AYES, MOTION CARRIED 7-0.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2796 BE APPROVED ON FIRST READING AND PASSED TO SECOND READING BY TITLE ONLY. ALL AYES, MOTION CARRIED 7-0.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2796 BE APPROVED ON SECOND READING TO BECOME ORDINANCE NO. 2766. ALL AYES BY ROLL CALL VOTE: PLUMB, WELCH, WERNER, DRIVER, RITTMAN, JONES AND SPORTSMAN. MOTION PASSED 7-0.

**2. Authorize J3-Pandi, LLC to obtain building permits on lots in the Final Plat, Townhomes at the National, 2nd Plat, prior to completion and acceptance of the public improvements, and approve the associated performance bond amount**

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO AUTHORIZE J3-PANDI, LLC TO OBTAIN BUILDING PERMITS ON LOTS IN THE FINAL PLAT, TOWNHOMES AT THE NATIONAL – 2ND PLAT PRIOR TO COMPLETION AND ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AND TO APPROVE A PERFORMANCE BOND AMOUNT OF 120 PERCENT OF THE ENGINEERS DETAILED COST ESTIMATE FOR CONSTRUCTION, ALL SUBJECT TO STAFF RECOMMENDED CONDITIONS. ALL AYES, MOTION PASSED 7-0.

**C. Approve an ordinance employing Ms. Tiffany Falstich as a full-time seasonal maintenance worker assigned to the Parks Division of the Public Works Department**

Public Works Director Kirk Rome, P.E., stated that the request was to fill one of the three positions budgeted for 2014 and was important to fill because of the amount of work needed in the park.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2797, AN ORDINANCE **HIRING TIFFANY FALSTICH AS A FULL-TIME SEASONAL LANDSCAPE MAINTENANCE WORKER FOR THE CITY OF PARKVILLE**, BE APPROVED FOR FIRST READING. ALL AYES, MOTION CARRIED 7-0.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2797 BE APPROVED ON FIRST READING AND PASSED TO SECOND READING BY TITLE ONLY. ALL AYES, MOTION CARRIED 7-0.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2797 BE APPROVED ON SECOND READING TO BECOME ORDINANCE NO. 2767. ALL AYES BY ROLL CALL VOTE: PLUMB, WELCH, WERNER, DRIVER, RITTMAN, JONES AND SPORTSMAN. MOTION PASSED 7-0.

**6. STAFF UPDATES ON ACTIVITIES**

**7. COMMITTEE REPORTS & MISCELLANEOUS ITEMS FROM THE BOARD**

**Environmental - Alderman Welch**

Aldermen Welch provided an update to the electronics recycling event held on July 1, noting the next event would be September 2. She also stated the Mid-America Regional Council Solid Waste Management District was conducting a survey on how to better understand the role of home recycling.

**Main Street Parkville Association – Alderman Rittman**

Alderman Rittman provided an update on the July 4<sup>th</sup> event, noting that residents appreciated staff for addressing concerns with the carnival inspections and added the event earned 30-35 percent over the estimates. He also spoke about Parkville Days and Christmas on the River.

Alderman Plumb commended staff on the success of the park and requested information about trees at the dog park. City Administrator Lauren Palmer stated staff was working on a \$3,500 grant that was approved by the Community Land & Recreation Board and would come before the Board of Aldermen on August 5.

**8. ADJOURN**

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO **ADJOURN THE JULY 15, 2014 REGULAR BOARD MEETING AT 7:57 P.M.** ALL AYE; MOTION PASSED 7-0.

The minutes for Tuesday, July 15, 2014, having been read and considered by the Board of Aldermen, and having been found to be correct as written, were approved on this the fifth day of August 2014.

Submitted by:

*Melissa McChesney*  
City Clerk Melissa McChesney





TOM WATSON DESIGN

July 3, 2014

Mr. Tony Borchers  
PO Box 14146  
Parkville, MO 64152

Dear Tony:

Thank you for meeting me on-site at Hole No. 7 at The Deuce on May 8, 2014 and June 19, 2014 to review the plans for The Village at The National and the potential relocation of the cart path in two areas adjacent to that hole as shown on the attached drawing.

As the golf course architect for The Deuce, I was aware of the potential for development of the Village ground when we completed construction of The Deuce in 2002. I do not take lightly the impact of the proposed relocation of the cart path lightly. However, as we discussed on our site visits, I do not feel this relocation will have a negative impact on the aesthetics or playability of the hole. The proposed path location as staked on-site and shown on the attached plan we reviewed should be able to be constructed with minimal disruption to the golf hole. I appreciate your inclusion, as I requested, additional tree plantings on both sides of the new section of cart path as shown on the attached landscape plan. The mix of deciduous and evergreen trees will provide a nice transition to the landscaping you will be adding to the slope above and below the retaining wall as well as the trees that will remain.

The necessary clearing of trees on The Village site for the detention basin and overall site development should also provide the benefit of increasing air flow to No. 7 and allow for better agronomic conditions to aid in the growth of grass on the tees and lower areas of the golf hole. In addition, as we discussed, if you will perform the trimming and "limbing up" of the trees on the left side of the hole at the beginning of the fairway, that will also improve air flow and allow for better vision from the teeing area. As a last request, please remember to remove the dead tree we marked on the left side of the cart path at the beginning of the fairway.

Thank you again for the ability to review the project and provide input on the design. If you have any questions as you get into construction and the replanting of trees, please feel free to contact me.

Sincerely,

Robert Gibbons

Robert Gibbons

## **CITY OF PARKVILLE Policy Report**

DATE: Monday, July 28, 2014

PREPARED BY:  
Lauren Palmer  
City Administrator

REVIEWED BY:  
Sean Ackerson  
Assistant City Administrator/Community Development  
Director

ISSUE:

Approve a Right-of-Way Agreement with Unite Private Networks (UPN) for the extension of fiber optic cables from 6205 NW Kelly Drive to 819 Main Street, and from 64<sup>th</sup> Street to 6185 Jefferson Avenue.

BACKGROUND:

Unite Private Networks (UPN) provides high-bandwidth, fiber-based communications networks and related services to public and private sector clients. The company specializes in establishing private fiber-optic connectivity between multiple facility locations of a single client. The company has requested to extend fiber optic cable in the public right-of-way (ROW) for two projects:

- Providing two sections of dark fiber to Verizon Wireless from 6205 NW Kelly Drive to Main Street (see Attachment 2).
- Providing a network connection for Heartland Health (Mosaic Life Care) locations across the Kansas City metro area (see Attachment 3).

The city attorney reviewed and approved a ROW Agreement that requires certain standards and limitations for UPN to place fiber in the City's ROW. Cables may not interfere with other utilities and must comply with city standards for installation, excavation, surface restoration, and backfilling. In addition, UPN must relocate the cables, at its own expense, within 120 days of notice from the City to do so. This protects the City in case ROW adjustments are necessary for future roadway improvements.

BUDGET IMPACT:

There is no direct budget impact associated with this action. The Agreement requires the applicant to reimburse the City for its actual costs to retain an engineering consultant to review the plans and then also inspect installation and maintenance for compliance with the Municipal Code. The Municipal Code does not establish a permit fee or a franchise fee for private fiber networks, so no other revenue applies.

ALTERNATIVES:

1. Approve the ROW Agreement.
2. Approve the ROW Agreement subject to changes to satisfy the desires of the Board of Aldermen.
3. Do not approve the ROW Agreement.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends that the Board of Aldermen approve the Right-of-Way Agreement with Unite Private Networks, LLC to install, operate, and maintain fiber optic cables within public right-of-way.

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SUGGESTED MOTION:

I move to approve the Right-of-Way Agreement with Unite Private Networks, LLC to install, operate, and maintain fiber optic cables within public right-of-way.

POLICY:

The Municipal Code is unclear on the process to follow to extend private utilities, so city administration and the city attorney recommend that the Board of Aldermen authorize a ROW Agreement.

ATTACHMENT:

1. ROW Agreement
  2. Site Schematic – Kelly Drive to Main Street
  3. Site Schematic – 6185 Jefferson Street
  4. UPN Company Profile
-

**CITY OF PARKVILLE, MISSOURI**  
**A RIGHT-OF-WAY AGREEMENT FOR FIBER OPTIC CABLES**

Execution of this Right-of-Way agreement (“Agreement”) hereby grants Unite Private Networks, LLC (“Grantee”) the right to install, operate, and maintain fiber optic cables within the public streets, rights-of-way, or on public property (“Right-of-Way”) within the City of Parkville, Missouri (“City”). The conditions of this Agreement are as follows:

1. Any above ground installations shall be mounted on existing poles through private agreement(s) with existing franchise holders. Grantee will not be allowed to erect any additional poles on Right-of-Way.
2. All underground cables must be installed using directional boring technology except where open excavations are necessary for beginning or terminating a directional bore.
3. Cables shall be placed so as not to interfere with any existing utilities or facilities owned by the City or any other company legally authorized to own utilities or facilities located within City Rights-of-Way.
4. Grantee shall relocate cables within one hundred twenty (120) days of receiving a written request from the City to do so. Any required cable relocation shall be completed at the sole expense of Grantee. City shall not unreasonably require Grantee to relocate its cables.
5. If the City, in its sole discretion, determines that there is insufficient space available in any City Right-of-Way to accommodate an installation or relocation of Grantee’s cables, Grantee shall reroute its cables via City Right-of-Way where sufficient space is available.
6. All backfilling and surface restoration following any necessary open excavations shall be accomplished by Grantee in accordance with City requirements in effect at the time of the excavation. Grantee shall, at its expense, replace and restore all Rights-of-Way to a condition substantially similar to the condition of the Right-of-Way existing immediately prior to the commencement of work. In the case of any disturbance of pavement, sidewalks, driveways, lawns, or any other surface within the Right-of-Way, Grantee shall, at its expense, promptly replace, restore, and maintain same to the same condition.
7. Before the commencement of operations, Grantee shall secure and maintain, at its expense, through the duration of this Agreement Commercial General Liability Insurance on an occurrence basis with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate coverage. Grantee shall also secure and maintain Worker’s Compensation and Employer’s Liability Insurance, when applicable, at the limits required by state and/or federal law. Similar coverage shall be provided for any contractor or subcontractors of the Grantee. The City will only accept coverage from an insurance carrier that offers proof that it is licensed to do business in the State of Missouri; carries a Best’s policy holder rating of A or better; and carries at least a Class X financial rating. Service Provider shall furnish the City with a Certificate of Insurance on a standard ACORD form, indicating types of insurance, policy numbers, dates of commencement and expiration of policies and carriers. Grantee shall cause the City to be included as an

Additional Insured, and shall require its insurer to provide the City with at least 30 days advance notice of cancellation. Grantee shall deliver to the City a copy of an Additional Insured Endorsement, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/13 or other carrier form) and a Notice of Cancellation Endorsement, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms. A copy of the Notice of Cancellation Endorsement and Additional Insured Endorsement must be furnished to the City prior to commencement of any work in the Right-of-Way.

8. All work shall conform to all applicable safety, construction, and technical specifications and codes and standards as well as all federal, state, county, and city construction requirements.

9. Grantee hereby agrees to reimburse the City for its actual costs in retaining a consultant to review the plans and then also inspect installation and maintenance for compliance with Section 515.095 of the Parkville Municipal Code and any other applicable laws.

10. Grantee shall participate in and use Missouri One Call in advance of the commencement of work.

11. Grantee shall not be entitled to damages from City resulting from the closing, vacation, or relocation of any streets, alleys, or right-of-way.

12. City shall have the right to inspect or correct all construction and installation work in order to ensure compliance with the terms of this Agreement, City Code, or Missouri law.

13. Grantee shall not be relieved of any of its obligations by reason of City's failure to enforce prompt compliance.

14. Grantee agrees to indemnify, protect, and hold harmless City from and against any and all liability claims, losses, costs of investigation and defense, and damage to property or bodily injury or death to any person, which may arise out of or be caused by the erection, construction, replacement, removal, maintenance, or operation of Grantee's fiber optic system caused by any negligent act or negligent failure to act on the part of the Grantee, its agents, contractors, subcontractors, officers, or employees.

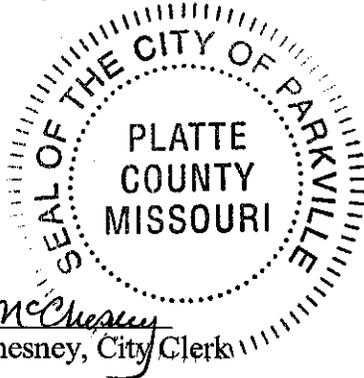
15. Permission is hereby granted to Grantee to trim trees upon and overhanging streets, alleys, sidewalks, and public places of the City so as to prevent the branches of such trees from coming into contact with Grantee's wires and cables. All such trimming will be done under the supervision and direction of any City official to whom such duties have been or may be delegated.

16. This Agreement and all rights hereunder may be assigned by Grantee, as well as all succeeding Grantees, at their option, and the successors and/or assigns shall succeed to all the rights, duties, and liabilities of the Grantee hereunder. Grantee shall give the City written notice of any assignment of this Agreement and the rights granted hereunder no less than sixty (60) days prior to the effective date of any such assignment.

17. Each and every provision hereof shall be reasonably subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond Grantee's or the City's control.

18. This Agreement shall continue for a term of twenty (20) years and for successive five (5) year terms unless written notice is given by either the City or the Grantee to the other one hundred twenty (120) days or more prior to the expiration of the initial term or any successive term of its intention to terminate the same at the expiration of the then current term.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as the 5<sup>th</sup> day of August, 2014.



ATTEST:

Melissa McChesney  
Melissa McChesney, City Clerk

CITY OF PARKVILLE, MISSOURI

By: Nanette K. Johnston  
Nanette K. Johnston, Mayor

UNITE PRIVATE NETWORKS

By: Kevin Anderson  
Name Kevin Anderson  
Title CEO





## UPN Company Bio

Unite Private Networks (UPN) provides high-bandwidth, fiber-based communications networks and related services to schools, governments, carriers, data centers, hospitals, and enterprise business customers throughout the United States. Service offerings include dark and lit fiber, private line, optical Ethernet, Internet access, data center services, and other customized solutions.

UPN currently serves over 250 communities across 20 states, with 4,000 metro fiber route miles, and 2,000 on-net buildings. As of December 2013, total customer contract commitments amounted to over \$400 million.

UPN has a proven history of successful completion of large and complex fiber-optic construction projects, on time and on budget. Customer relationships typically include long-term agreements (10-20 years) for fiber-optic connectivity between multiple facility locations. UPN manages all phases of the customer relationship, including RFP response, construction management, network reliability, technical assistance, and customer service, to facilitate a long-term partnership with the customer. UPN also has significant experience working with federal E-Rate program guidelines for K-12 school districts.

UPN is regulated by Public Service Commissions of each state in which UPN operates and also by the Federal Communication Commission, with periodic reporting requirements and service standards. UPN is a certified E-Rate service provider.

Headquartered in the Kansas City, MO metro area, UPN has been providing customer-focused communications solutions since 1998.

UPN currently has a \$100 million senior credit facility with a consortium of major financial institutions to provide operating and growth funding.

UPN is a Delaware LLC owned by employees and Ridgemont Equity Partners. Ridgemont is a Charlotte-based private equity firm that specializes in middle market buyout and growth equity investments. Since 1993, the principals of Ridgemont have invested more than \$3 billion in more than 110 companies.



Unite Private Networks  
120 South Stewart Road  
Liberty, MO 64068  
816.903.9400  
[www.uniteprivatenetworks.com](http://www.uniteprivatenetworks.com)

## **CITY OF PARKVILLE**

### **Policy Report**

DATE: Tuesday, July 29, 2014

PREPARED BY:  
Tim Blakeslee  
Assistant to the City Administrator

REVIEWED BY:  
Lauren Palmer  
City Administrator

ISSUE:

Authorize staff to prepare and submit a grant application for the KCP&L Energizing Our Environment Micro-Grant Program to provide shade trees at the new dog park.

BACKGROUND:

The City and Platte County recently completed the Phase 1 construction of Platte Landing Park. Included in this project was a new dog park. One current drawback of the new dog park is the lack of shade trees in and around the park area. With temperatures in the summer averaging 90 degrees, potential dog park visitors may choose to cut their visits short or refrain from visiting the park altogether until better sun protection is implemented.

Kansas City Power & Light (KCP&L) released a request for grant applications on June 24, 2014, with applications due by August 15, 2014. The purpose of this grant is to assist communities with the implementation of projects which have a positive impact to the environment. The request for applications states that any nonprofit organization can apply for a grant of up to \$3,000 to help with projects ranging from simple environmental improvements to projects that address key environmental problems. Individual approved projects will receive a \$500-\$3,000 grant from KCP&L.

Staff recommends applying for an Energizing Our Environment Micro-Grant to provide shade trees at the new dog park in Platte Landing Park. If the grant application is approved by KCP&L, the outcome would provide much needed shade in an area currently void of trees. Shade trees are an important part of the community and could be critical to the future character of Platte Landing Park. Shade trees reduce ultraviolet radiation which causes sun burns and skin damage, reduce ground level ozone by cooling previously unshaded areas, and reduce the surface temperatures of open space to make shaded areas more comfortable for citizens to enjoy.

The KCP&L Energizing Our Environment Micro-Grant project does not require a local match. Projects must be started before October 31, 2014, and completed by a date agreed upon by the City and KCP&L. KCP&L's Community Investments Committee will review all submissions. All entries will be judged based on the following criteria: feasibility of project implementation, environmental impact, project location, cost, agency/entity stability, and creativity. Staff believes that based on these criteria, a grant application for shade trees in and around the new dog park will be competitive.

Alternative ideas discussed by city staff included trail rehabilitation/construction in the Nature Sanctuary and tree planting in English Landing Park. Staff discussed each of these of these projects and determined that while each has the merit for the Micro-Grant grant application, shade trees in and around the new dog park will have the longest lasting impact.

---

**BUDGET IMPACT:**

KCP&L does not require a local match for the Micro-Grant project; therefore a budget impact is not anticipated. If selected by KCP&L, the grant would provide funding for a select number of trees in and around the dog park.

**ALTERNATIVES:**

1. Authorize staff to submit the grant application for shade trees at the new dog park.
2. Authorize staff to submit the grant for another project.
3. Do not authorize staff to submit the grant.
4. Provide other direction to staff regarding the grant application.
5. Postpone the item.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Aldermen direct city staff to submit a grant application for the KCP&L Energizing Our Environment Micro-Grant project for shade trees at the new dog park.

**COMMUNITY LAND AND RECREATION BOARD RECOMMENDATION:**

On July 9, 2014, the Community Land and Recreation Board, on a vote of 7-0, recommended that the Board of Alderman direct city staff to submit a grant application the KCP&L Energizing Our Environment Micro-Grant project for shade trees at the new dog park.

**SUGGESTED MOTION:**

I move that the Board of Aldermen direct city staff to submit a grant application the KCP&L Energizing Our Environment Micro-Grant project for shade trees at the Platte Landing Park dog park.

**POLICY:**

Section 150.050 (A) of the Parkville Municipal Code gives CLARB the responsibility to act in an advisory capacity regarding the planting, replanting, removal or disposition of trees and shrubs along streets and public areas. As CLARB serves in an advisory capacity, its recommendations must be approved by the Board of Aldermen.

**ATTACHMENT:**

1. Call for Applications
-



## Energize Our Environment through a KCP&L Micro-Grant



KCP&L is devoted to improving our environment. That's why we're launching the Energizing Our Environment Micro-Grant Program, which helps fund projects that make an environmental difference in our communities.

[APPLY FOR GRANT »](#)

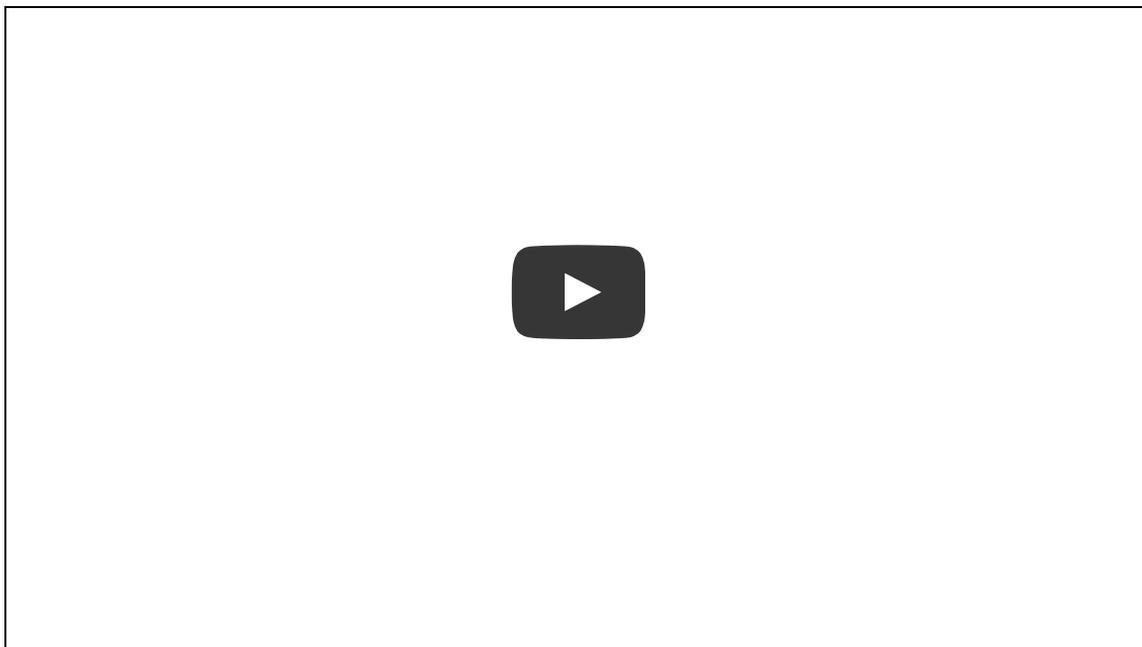
Your nonprofit organization can apply for a grant of up to \$3,000 to help with projects ranging from simple environmental improvements to innovative projects that address key problems. Simply complete the online application to be considered for funding.

[How it works](#)

- Have a member of your organization - who is over 18 years of age - submit a completed application by August 15.
- Tell us what the project is, when it will take place and why you think it will impact the environment.
- We'll review all the submissions and announce the approved projects by email and our website on September 3. Approved projects will receive a \$500-\$3,000 grant.
- If your project is approved, you can start Energizing Our Environment right away.
- For additional information, please see [official program rules](#).

## Projects Examples

- Installation of recycling stations around the community
- School environment programs
- Environmental improvements to parks, trails, etc.
- Planting trees in the community
- Projects that address a key environmental problem



Learn more about all the ways KCP&L is [working to improve our communities](#).

APPLY FOR GRANT »

## **CITY OF PARKVILLE**

### **Policy Report**

Date: Tuesday, July 29, 2014

Prepared By:  
Lauren Palmer  
City Administrator

Reviewed By:  
Kirk Rome  
Public Works Director, P.E.

#### ISSUE:

Approve a professional services agreement with North Hills Engineering, Inc. (Jay Norco, President) for on-call engineering services.

#### BACKGROUND:

On August 16, 2005, the Board of Aldermen approved an engineering services agreement with North Hills Engineering, Inc. (Jay Norco) to furnish certain engineering and planning services as a consulting engineer to the City. The arrangement allows the City to access supplemental engineering services on an on-call basis for specific projects and studies. Mr. Norco has performed a variety of services since the inception of the agreement, including numerous projects related to the Parkville sewer utility.

Recently the City revised its standard templates for construction and professional service contracts. The revised contracts were created with assistance from the City Attorney and include standard provisions necessary to protect the City's interests and comply with applicable state and federal laws. Staff recommends entering into a new professional services agreement with North Hills Engineering that adheres to the new standard contract template. Section XII.I of the agreement states that it supersedes all prior agreements, so termination of the 2005 agreement is not required.

The previous agreement established an hourly fee for Mr. Norco of \$64. The revised agreement raises the hourly fee to \$75. Mr. Norco requested the increase in order to comply with the City's standard commercial general liability insurance requirements. The hourly fee is still reasonable and very affordable for the professional engineering services provided. Mr. Norco is uniquely qualified to provide the services due to his prior experience with Parkville and his in-depth knowledge of the sewer utility. The contract does include a limited five-year term (through December 31, 2018), and at that time the City may consider renewal or a competitive process to evaluate options.

#### BUDGET IMPACT:

There is no direct budget impact associated with this action. The proposed document is an umbrella agreement. It requires individual work authorizations to be executed for specific projects and tasks assigned to North Hills Engineering. The Sewer Fund (30) includes \$11,000 in the 2014 budget for contract engineering work anticipated through this contract.

#### ALTERNATIVES:

1. Approve the professional services agreement.
2. Do not approve the agreement.
3. Direct staff to negotiate changes to satisfy the desires of the Board of Aldermen.
4. Postpone the item.

**FINANCE COMMITTEE RECOMMENDATION:**

On Monday, July 28, on a vote of 4-0, the Finance Committee recommended approval of the professional services agreement with North Hills Engineering, Inc. for on-call engineering services.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Aldermen approve an updated professional services agreement with North Hills Engineering, Inc. for on-call engineering services.

**POLICY:**

Although there is no direct financial impact associated with this action, throughout the term of the Agreement there will likely be work authorizations that exceed the \$10,000 purchasing threshold for the Finance Committee. Therefore, the Board of Aldermen should authorize approval

**SUGGESTED MOTION:**

I move to approve a professional services agreement with North Hills Engineering, Inc. for on-call engineering services.

**ATTACHMENT:**

1. Engineering Services Agreement for North Hills Engineering

## ENGINEERING SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this 5th day of August, by and between the CITY OF PARKVILLE, MISSOURI ("City") and NORTH HILLS ENGINEERING INCORPORATED, 1825 Sunrise Dr., Smithville, MO 64089 ("Service Provider").

WHEREAS, the City periodically requires civil engineering support and assistance, and such services arise on an irregular basis; and

WHEREAS, the City has budgeted funds to acquire on-call engineering services as necessary to meet the periodic need for civil engineering support; and

WHEREAS, Service Provider has the necessary staff and qualifications to provide such on-call engineering services to the City.

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

I. SCOPE OF SERVICES

- A. The term "Services" when used in this Agreement shall mean any and all civil engineering support and assistance services provided by the Service Provider in accordance with this Agreement.
- B. Service Provider agrees to perform and complete the following Services:
  - i. When notified by the Public Works Director and/or City Administrator, or their designees, either verbally or in writing, meet with City staff to discuss engineering service needs and work tasks that arise. Meetings will occur via telephone or in person at a location of mutual convenience such as Parkville City Hall. If requested by City staff, briefly investigate situations or problems and advise City on a recommended course of action to resolve.
  - ii. If a definable scope and work product can be identified and described in writing, Service Provider will prepare a Work Authorization Form (WA Form) using the template labeled as Exhibit A, attached hereto and incorporated by reference, which shall contain a written list of work tasks and an estimated number of hours to complete the Services.
  - iii. Once approved by City in writing, Service Provider will complete the services set forth in the WA Form. Unless amended in writing by City, Service Provider's estimate of hours and price shall not be exceeded.
  - iv. City and Service provider understand that the intent of this Contract is for Service Provider to provide the majority of services under an executed WA Form. Accordingly, the maximum number of hours billed by Service Provider outside of a defined WA Form, for services provided at the request of the City, shall not exceed eight (8) hours per calendar month.

- v. The City reserves the right to direct revision of the Services at the City's discretion. Service Provider shall advise the City of additional costs and time delays, if any, in performing the revision, before Service Provider performs the revised services. If conditions arise which constitute a change in scope to a WA Form, Service Provider will bring this situation to the attention of City staff as soon as possible, and if mutually acceptable the scope of work and the WA Form will be revised. Service Provider is not eligible for compensation for changes in scope unless approved in writing through a revision to a WA Form.
- C. Service Provider shall provide additional Services under this Agreement only upon written request of the City and only to the extent defined and required by the City. Any additional Services or materials provided by the Service Provider without the City's prior written consent shall be at the Service Provider's own risk, cost, and expense, and Service Provider shall not make a claim for compensation from the City for such work.

## II. STANDARD OF CARE

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

## III. COMPENSATION

- A. As consideration for providing the Services, the City shall pay Service Provider as follows:
  - a. Services will be billed at the hourly rate of seventy-five dollars (\$75) per hour.
  - b. Service Provider is not entitled to reimbursement for miscellaneous expenses including but not limited to travel, transportation, and postage, without prior written authorization from the City.
  - c. Service Provider is not entitled to hourly compensation for work that is not associated with the direct provision of Services, such as overhead tasks including preparing WA Forms, submitting invoices, and travel time.
  - d. Hourly service rates shall be billed in 15-minute increments.
- B. Service Provider shall submit an itemized invoice to the City on the first day of each month that details the hours spent on Services with descriptions of the work performed in the month immediately prior. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Service Provider of the nature of the dispute regarding the balance.
- C. Service Provider shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

IV. SCHEDULE

- A. Unless otherwise directed by the City, Service Provider shall commence performance of the Services upon execution of this Agreement.
- B. Services shall be completed in accordance with the schedule documented in each WA Form.
- C. Neither the City nor the Service Provider shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.
- D. If Service Provider's performance is delayed due to delays caused by the City, Service Provider shall have no claim against the City for damages or payment adjustment other than an extension of time to perform the Services.

V. LIABILITY AND INDEMNIFICATION

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

VI. INSURANCE

- A. The Service Provider shall secure and maintain, at its expense, through the duration of this Agreement Commercial General Liability Insurance on an occurrence basis with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate coverage. Service Provider shall also secure and maintain Worker's Compensation and Employer's Liability Insurance, when applicable, at the limits required by state and/or federal law. The City will only accept coverage from an insurance carrier that offers proof that it :
  - a. Is licensed to do business in the State of Missouri;
  - b. Carries a Best's policy holder rating of A or better; and
  - c. Carries at least a Class X financial rating.
- B. Service Provider shall furnish the City with a Certificate of Insurance on a standard ACORD form, indicating types of insurance, policy numbers, dates of commencement and expiration of policies and carriers. Service Provider shall cause the City to be included as an Additional Insured, and shall require its insurer to provide the City with at least 30 days advance notice of cancellation. Service Provider shall deliver to the City a copy of an Additional Insured Endorsement, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/13 or other carrier form) and a Notice of Cancellation Endorsement, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent

carrier forms. A copy of the Notice of Cancellation Endorsement and Additional Insured Endorsement must be furnished to the Owner prior to commencement of any services on City property.

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

- A. Service Provider's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any and all employees of the Service Provider.
- B. The City will provide an office space at City Hall or another suitable facility for the Service Provider's use and convenience while performing Services on behalf of the City. Service Provider may utilize office common areas, office furniture, office equipment and available supplies for the sole purpose of delivering Services to the City. While upon City premises, the Service Provider's employees and agents shall be subject to the City's rules and regulations respecting its property and the conduct of employees thereon.

VIII. OWNERSHIP OF WORK PRODUCT

- A. Service Provider agrees that any documents, materials and work products produced in whole or in part through it under this Agreement, any intellectual property rights of Service Provider therein (collectively the "Works") are intended to be owned by the City. Accordingly, Service Provider hereby assigns to the City all of its right title and interest in and to such Works.
- B. Notwithstanding anything to the contrary in the foregoing paragraph VIII.A., to the extent that the Service Provider utilizes any of its property (including, without limitation, maps, drawings, figures, technical specifications and spreadsheet calculations, and any hardware or software) in connection with its services, such property shall remain the property of the Service Provider, and the City shall not acquire any right or interest in such property. Service Provider will also retain the right to use intermediate work products produced under this agreement, understanding that the final work products are owned by the City. Service Provider shall maintain rights to use and disclose its ideas, concepts, know-how, methods, techniques, processes, and skills, and adaptations thereof in conducting its business, and the City shall not assert or cause to be asserted against Service Provider or its personnel any prohibition or restraint from doing so.

IX. RELATIONSHIP OF THE PARTIES

- A. Service Provider represents that it has, or will secure at Service Provider's own expense, all personnel required in performing the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- B. All of the Services required hereunder will be performed by the Service Provider or under Service Provider's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

X. NOTICES

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

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

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

Notices sent by the City shall be sent to:

North Hills Engineering, Inc.  
Attn: Jay Norco  
1825 Sunrise Dr.  
Smithville, MO 64089

XI. TERM AND TERMINATION

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.
- B. The term of this Agreement shall be until December 31, 2018.
- C. Notwithstanding Article XI, Paragraph B, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days written notice to the Service Provider. The City shall compensate Service Provider for the Services that have been completed to the City's satisfaction as of the date of termination. Service Provider shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

XII. MISCELLANEOUS PROVISIONS

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

recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- ii. Service Provider will, in all solicitation or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
  - iii. Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- F. Authorized Employees. Service Provider acknowledges that 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. Service Provider therefore covenants that it will not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Services related to this Agreement, and that its employees are lawfully to work in the United States.
- G. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Service Provider shall take appropriate steps to assure compliance.
- H. Interest of Service Provider and Employees. Service Provider covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in any project or task for which the Service Provider performs service or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- I. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Service Provider, and attached hereto.
- J. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- K. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- L. Third Parties. The Services to be performed by the Service Provider are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

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



ATTEST:

Melissa McChesney  
Melissa McChesney, City Clerk

CITY OF PARKVILLE, MISSOURI

By: Nanette K. Johnston  
Nanette K. Johnston, Mayor

NORTH HILLS ENGINEERING, INC .

By: Jay Norco 07/29/2014  
Jay Norco  
President

EXHIBIT A

CITY OF PARKVILLE  
DEPARTMENT OF PUBLIC WORKS

Preparation Date:         Date        

**WORK PLANNING / AUTHORIZATION FORM**

Number: WA-        

Project / Work Description: Title	
Purpose:	Describe
Budget:	
Primary Tasks:	Hours
List Tasks	
<hr/>	
	Total
Estimated Consultant Fee:	Hours x \$ 75.00 / hour = \$ -
Budget:	Sewer Budget / CIP
Schedule:	Estimated Completion Date:
	Project Deadlines:
Authorization:	
<hr/>	<hr/>
City Administrator	Date



# CERTIFICATE OF LIABILITY INSURANCE

NORTH-3

OP ID: JB

DATE (MM/DD/YYYY)  
07/22/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Billups Snyder & Assoc LLC 905 SW Walnut St PO Box 1268 Blue Springs, MO 64015 Gailen Snyder, CIC	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 816-229-4100		<b>FAX (A/C, No):</b> 816-229-5831
	<b>E-MAIL ADDRESS:</b>		
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		<b>INSURER A : ADMIRAL INSURANCE COMPANY</b>	<b>24856</b>
<b>INSURED</b> North Hills Engineering Jay Norco 1825 Sunrise Drive Smithville, MO 64089	<b>INSURER B : Auto-Owners Insurance Company</b>		<b>18988</b>
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		75614915	09/26/2013	09/26/2014	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>1,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>1,000,000</b> \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Professional Liabi</b>			EO1472801	09/13/2012	09/13/2013	<b>Ea Claim</b> <b>1,000,000</b> <b>Aggregate</b> <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Parkville is named as an additional insured under the general liability.

**CERTIFICATE HOLDER****CANCELLATION**

<b>PARKV-1</b>  City of Parkville 8880 Clark Avenue Parkville, MO 64152	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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COMMERCIAL GENERAL LIABILITY  
55205 (12-04)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

### **SCHEDULE**

**Name of Person or Organization (Additional Insured):**  
CITY OF PARKVILLE

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. Under SECTION II - WHO IS AN INSURED, the following is added:**

The person or organization shown in the above Schedule is an Additional Insured, but only with respect to liability arising out of "your work" for that insured by or for you.

**B. Under SECTION III - LIMITS OF INSURANCE, the following is added:**

The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor, not to exceed the limits provided in this policy. These limits are inclusive of and not in ad-

dition to the limits of insurance shown in the Declarations.

**C. Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, the following is added:**

This insurance is primary for the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that person or organization by or for you. Other insurance available to the person or organization shown in the Schedule will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****MISSOURI CHANGES - CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 COMMERCIAL PROPERTY COVERAGE PART  
 LIQUOR LIABILITY COVERAGE PART

**A. With respect to the:**

COMMERCIAL CRIME COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 COMMERCIAL PROPERTY - LEGAL LIABILITY COVERAGE FORM CP 00 40  
 COMMERCIAL PROPERTY - MORTGAGE HOLDERS ERRORS AND OMISSIONS COVERAGE FORM CP 00 70  
 LIQUOR LIABILITY COVERAGE PART;

the following Cancellation and Nonrenewal provisions apply:

1. Paragraph 2. of the CANCELLATION Common Policy Condition is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the actual reason for cancellation, at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- b. 30 days before the effective date of cancellation if cancellation is for one or more of the following reasons:

(1) Fraud or material misrepresentation affecting this policy or a claim filed under this policy or a violation of any of the terms or conditions of this policy;

(2) Changes in conditions after the effective date of this policy which

have materially increased the risk assumed;

(3) We become insolvent; or

(4) We involuntarily lose reinsurance for this policy.

c. 60 days before the effective date of cancellation if we cancel for any other reason.

**2. NONRENEWAL**

The following is added and supersedes any provision to the contrary:

We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the actual reason for nonrenewal, at least sixty days prior to the effective date of the nonrenewal.

**B. With respect to the:**

COMMERCIAL PROPERTY COVERAGE PART

the CANCELLATION Common Policy Condition is replaced by the following:

**CANCELLATION, NONRENEWAL AND DECREASES IN COVERAGE**

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel, nonrenew, reduce in amount or adversely modify this policy by mailing or delivering to the first Named Insured written notice of this action at least:
  - a. 10 days before the effective date of this action if due to nonpayment of premium or evidence of incendiarism; or
  - b. 30 days before the effective date of this action if for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of:
  - a. Cancellation will state the effective date of cancellation. The policy period will end on that date.
  - b. Any other action will state the effective date of that action.
5. If this policy is canceled, not renewed, reduced in amount or adversely modified, we will send the first Named Insured any premium refund due. This action will be effective even if we have not made or offered a refund.



Board of Aldermen  
City of Parkville  
City Hall  
8880 Clark Ave.  
Parkville, Mo. 64152

July 23, 2014

Dear Board of Aldermen,

The members of Friends of Parkville Parks, a volunteer citizen organization, are planning the sixth annual Parktoberfest. The event is scheduled to take place in English Landing Park on Saturday, Oct. 4. A 5k run sponsored by the Parkville Chamber of Commerce will take place in the morning and the festival is planned from noon to eight pm.

The proceeds from the festival are dedicated for capital improvements to parks within the city limits of Parkville.

The festival will include live music, food vendors, a separate children's activity zone and beer on tap and wine.

Pending the Board's approval of this event, we are also requesting permission from the City to obtain a liquor by the drink picnic license from the State of Missouri.

Friends of Parkville Parks event staff and Parkville, Missouri police would monitor the festival.

Thank you for your consideration and support.

Sincerely,

Diane Driver  
Board Chairman  
Friends of Parkville Parks  
[www.parktoberfest.net](http://www.parktoberfest.net)  
FOPP  
PO Box 14020  
Parkville, Mo. 64152

**OPERATING  
DIVISIONS**

*MISSOURI*

Atchison County  
Wholesale Water  
Commission

Bonne Terre

Boonville

Bowling Green

Buchanan County #1

Cameron

Cape Girardeau

Craig

East Central Missouri  
Water & Sewer  
Authority

Elsberry

Franklin County #1

Franklin County #3

Henry County  
Water Company

Henry County #3

Lake Ozark/  
Osage Beach

Lincoln County #1

Nevada

Parkville

Phelps County #2

Platte County #C-1

Ralls County #1

Russellville

St. Charles County #2

Ste. Genevieve

Sedalia

Versailles

*IOWA*

Maquoketa

Tipton

*TENNESSEE*

South Fulton

Dyersburg Welcome  
Center

**OPERATIONS REPORT – PARKVILLE DIVISION**

**June 2014 Report to the City of Parkville**

**Waste Water Treatment Plant Operations**

- 7.65" of precipitation fell during the month.
- The plant performed well this month with 98.2% removal Efficiency for B.O.D. and 95.7% for TSS.
- An average of 565,400 gallons of wastewater was treated each day during the month.
- Site visit by DNR Technician – took water samples at outfall for analysis to check compliance per permit.

**Waste Water Laboratory Analysis**

- Staff performed 284 recorded lab tests.
- The following samples were delivered to Keystone Labs for analysis: Oil & Grease (4), NH<sub>3</sub>-N (9).
- Monthly and daily laboratory equipment maintenance and calibrations were performed according to manufacturers' guidelines.

**Waste Water Treatment Plant Maintenance**

- Staff cleaned east and west clarifier.
- LDO basins probes 1a, 1b, 2a, and 2b were cleaned.
- Routine P.M.s were done in accordance with all manufacturer recommendations.
- The air compressor for new the UV wiper system failed. Staff called Mega Industries who replaced with new air compressor.

**Collection System Operations**

- Robin 4000 odor control chemical continues to be fed from the Riss Lake site at approximately 25 gallons per day.
- Staff continues to monitor for H<sub>2</sub>S at manhole B-16 on a weekly basis.
- Staff performed 1 grinder pump inspection at Riss Lake.

**Collection System Maintenance**

- Each pump station was checked on Mondays, Wednesday, and Fridays. Maintenance notes recorded in the Antero program.
- Staff replaced pump hour meters at Eastside pump station.
- Staff responded to high level wet well alarm at Pinecrest pump station. It was necessary for staff to call Capital Electric to isolate problem; a contactor was replaced and the lift station was placed back on line.

## **OPERATIONS REPORT – PARKVILLE DIVISION**

- Staff reported Sanitary Sewer Overflows at 45 pump station. The problem was the KCP&L B phase line was completely burned in two, and A phase was  $\frac{3}{4}$  burned through; there was not enough power to run lift station pumps at full capacity. KCP & L removed one tree and trimmed several other limbs from other trees to allow access to replace new power lines. It took the power company over a week to replace the 200 amp service line and restore power to full capacity. Staff continued to monitor pump station on a daily basis until new power line was replaced and operational. An estimated 600 gallons had overflowed into the ground. This event was reported to City and DNR in accordance with State reporting procedures.
- Staff replaced float at 45 pump station.

### **Bio-solids**

- Staff did not apply sludge during the month of June.

### **Safety**

- 6/26/14: AWR safety meeting on Work Area Protection.
- Staff made several safety improvements on railing around Headworks.

### **Recommendations**

- Staff has no recommendations at this time.

**OPERATIONS REPORT – PARKVILLE DIVISION**

**Loading**

Hydraulic	565,400 gallons per day
Organic	334 mg/L of BOD <sub>5</sub> per day

**NPDES Effluent Permit Parameters**

Parameter	Monthly Average	Permit Limit
pH	6.5 Min. and 7.5Max	6.5 - 9.0
TSS	6 mg/L	30 mg/L
BOD <sub>5</sub>	3 mg/L	25 mg/L
NH <sub>3</sub> -N	0.27 mg/L	1.7 mg/L
O & G	4 mg/L	10.0 mg/l
Fecal Coliform	3.52 #/100mL	400 #/100mL

**Removal Efficiency**

Parameter	Monthly Average	Permit Limit
Organic	98.2%	85 %
Solids	95.7 %	85 %

**Biosolids**

	Report Period	Year to Date
Quantity Applied	0 dry tons	25dry tons
Acres Applied	0 acres	20 acres

## **CITY OF PARKVILLE**

### **Policy Report**

Date: July 29, 2014

Prepared By:  
Kirk Rome P.E.  
Public Works Director

Reviewed By:  
Lauren Palmer  
City Administrator

ISSUE:

Request for approval to purchase a new 2015 Ford F-350 4X4 Super Duty Truck from Joe Machens Ford for the Street Division of the Public Works Department

BACKGROUND:

The Street Department has six trucks that are used for maintenance operations year-round. The last new truck was purchased in 2013. The truck fleet including the three Parks Department trucks totals 9 trucks. One existing Street Department Truck will be transferred to the Parks Department, and the new truck will replace a 2005 F-350 which will be sold at auction later this year. This 2005 F-350 has 49,120 miles and needs major work due to rusted steel on and around the truck bed. It has had maintenance work on major front-end components in the past year. The gas tank straps rusted through in the past year due to winter salt operations and were replaced. The truck fleet receives accelerated damage especially to the underbody and front end from winter salt and sand usage. With the purchase of one new truck per year the fleet rotation is once per ten years and would ideally be closer to once per five years.

Four bids were opened on March 12, 2014 (see Attachment 1). Joe Machens Ford (Jefferson City, MO) submitted the low bid in the amount of \$23,974. The purchase was delayed in March due to concerns of a budget shortfall if the City did not receive transportation sales tax revenues from Platte County. On July 1, 2014, the Board of Aldermen executed the Transportation Sales Tax Distribution Agreement with Platte County, so staff recommends proceeding with this purchase. Staff confirmed that the quoted price is good until the end of the year.

BUDGET IMPACT:

The overall budget in the 2014 Transportation Fund (40) for Capital Outlay (CIP) for Equipment (40-520-04-85-01) of \$50,000 leaves \$26,026 for the purchase of a salt spreader, plow blade and associated equipment for this new truck. Staff anticipates sufficient funds will remain in the budget to outfit the new truck. Staff will bid this equipment in the future and present it for Board of Aldermen approval in time to correspond with the truck's production and delivery schedule. The truck being replaced will be sold at auction later this year, and the proceeds will be deposited in the Transportation Fund.

ALTERNATIVES:

1. Approve the purchase of a 2015 Ford F-350 4X4 Super Duty truck from Joe Machens Ford.
2. Approve the purchase of a 2015 Ford F-350 4X4 Super Duty truck from Thoroughbred Ford in accordance with the local purchasing provision of the Purchasing Policy.
3. Do not approve the purchase.
4. Postpone the purchase.

STAFF RECOMMENDATION:

Staff recommends authorizing the purchase of a new 2015 Ford F-350 SD truck from Joe Machens Ford (Jefferson City, MO) for \$23,974.00

**ITEM 4G**  
*For 08-05-14*  
**Board of Aldermen Meeting**

FINANCE COMMITTEE:

Due to the relatively small difference in price between the Joe Machens and Thoroughbred bids, the committee discussed awarding the purchase with a local purchasing preference to Thoroughbred Ford, a Platte County dealer. Ultimately the Finance Committee recommended approval of the purchase from the low bidder, Joe Machens Ford, to the Board of Aldermen by a vote of 4-0.

POLICY:

Per the Purchasing Policy (Resolution No. 02-01-13), the Finance Committee may recommend approval of purchases over \$10,000 to the Board of Aldermen.

SUGGESTED MOTION:

I move to approve the purchase of a new 2015 Ford F-350 4X4 SD truck from Joe Machens Ford (Jefferson City, MO) for \$23,974 for the Streets Division of the Public Works Department.

ATTACHMENT:

1. Bid Tabulation

## BID TABULATION

2015 F-350 Truck Purchase  
Bid Opening: March 12, 2014, 10am, City Hall

Bidder	TOTAL
Joe Machens Ford Jefferson, City, MO	\$23,974.00*
Thoroughbred Ford Kansas City, MO	\$24,322.62
Shawnee Mission Ford Shawnee Mission, KS	\$24,398.00
Gary Crossley Ford Kansas City, MO	\$24,740.00

(\* ) Recommended Award of Purchase

**CITY OF PARKVILLE**  
**Policy Report**

Date: July 28, 2014

Prepared By:  
Tim Blakeslee  
Assistant to the City Administrator

Reviewed By:  
Matthew Chapman  
Finance/Human Resources Director

ISSUE:

Approval of Accounts Payable Invoices, Insurance Payments, 1<sup>st</sup> of the Month Checks, Electronic Funds Transfer (EFT) Payments, and Payroll Expenditures from 7/9/2014 – 7/28/2014.

BACKGROUND:

Attached are the statements of approved payments, per the City's Purchasing Policy, for the period from July 9, 2014, through July 28, 2014. All disbursements must be reviewed and approved by the Board of Aldermen prior to the release of city funds.

BUDGET IMPACT:

Accounts Payable	\$112,481.01
Insurance Payments	\$41,261.10
1 <sup>st</sup> of the Month	\$0
EFT Payments	\$498.45
Payroll	\$51,714.06
<b>TOTAL</b>	<b>\$205,954.62</b>

ALTERNATIVES:

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

STAFF RECOMMENDATION:

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

SUGGESTED MOTION:

I move to appropriate \$205,954.62 of city funds to pay salaries and accounts.

ATTACHMENTS:

1. Accounts Payable
2. Insurance Payments
3. 1<sup>st</sup> of the Month
4. EFT Payments
5. Payroll
6. Credit Card Purchases
7. P+G Purchases

PACKET: 04718 Regular Payments 7/10/14  
VENDOR SET: 01  
BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01390	Riss Lake Homes Association							
	I-July 2014	July 2014 Grinder Pump-SW	R	7/15/2014		28,479.89CR	032604	28,479.89

* * T O T A L S * *				
	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	28,479.89	28,479.89
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	28,479.89	28,479.89

TOTAL ERRORS: 0            TOTAL WARNINGS: 0

PACKET: 04721 Regular Payments 7/11/14  
VENDOR SET: 01  
BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00314	Pitney Bowes-Purchase Power							
	I-June Postage	Postage June	R	7/15/2014		500.00CR	032605	500.00
00496	Gunter Pest Management, Inc.							
	I-1097242	July Pest Control-AD	R	7/15/2014		50.00CR	032606	50.00
00942	McKeeever's Price Chopper							
	I-July 2014 Stmt	Jul 2014 Stmt	R	7/15/2014		361.58CR	032607	361.58

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	3	0.00	911.58	911.58
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	3	0.00	911.58	911.58

TOTAL ERRORS: 0                    TOTAL WARNINGS: 0

PACKET: 04719 Regular Payments 7/11/14  
VENDOR SET: 01  
BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01610	ECI, Inc. I-06-8325-14	Elevator Inspection-AD	R	7/15/2014		130.00CR	032609	130.00
02248	Hi-Gene's Janitorial Service I-42145	June 2014	R	7/15/2014		368.07CR	032610	368.07

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	2	0.00	498.07	498.07
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	2	0.00	498.07	498.07

TOTAL ERRORS: 0                      TOTAL WARNINGS: 0

PACKET: 04726 Regular Payments 7/17/14  
 VENDOR SET: 01  
 BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00159	Missouri American Water							
	I-Due 8/4/14	Due 8/4/14	R	7/21/2014		16.47	CR 032611	16.47
00288	CarterEnergy Corporation							
	I-478215	Diesel Fuel-ST	R	7/21/2014		1,009.29	CR 032612	1,009.29

* * T O T A L S * *				
	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	2	0.00	1,025.76	1,025.76
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	2	0.00	1,025.76	1,025.76

PACKET: 04728 Regular Payments 7/21/14

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01614	KCPL							
	I-Due 8/1/14	Due 8/1/14	R	7/21/2014		2,797.93CR	032613	
	I-Due 8/4/14	Due 8/4/14	R	7/21/2014		25.70CR	032613	2,823.63

\* \* T O T A L S \* \*

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	2,823.63	2,823.63
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	2,823.63	2,823.63

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 04733 Regular Payments 7/23/14

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00002	A & M Printing I-55314	Public Notice-CD	R	8/06/2014		10.20CR	032615	10.20
02018	Ace ImageWear I-0303513 I-0312405 I-0315709	Shop Towels-PK Shop Towels-PK Shop Rags, Towels, Soap-ST	R	8/06/2014		29.00CR 29.00CR 59.79CR	032616 032616 032616	117.79
01769	Ambassador Electric I-11034	Outlets in Park-PK	R	8/06/2014		300.00CR	032617	300.00
02227	BagSpot Pet Waste Solutions I-1463	Dog Waste Bags-PK	R	8/06/2014		214.33CR	032618	214.33
02055	City of Kansas City, Missouri I-20140714	CPR Cards-PD	R	8/06/2014		4.00CR	032619	4.00
00378	Damon Pursell Const. I-176486	Brush Removal-PS	R	8/06/2014		156.00CR	032620	156.00
00156	Dave's Foreign Car Repair LLC I-129,967 I-129,992 I-130,009 I-130,059 I-130,075 I-130.055	Oil Change-PD Oil Change-PD Fan and Radiator Repair-PD Oil Change-PD Oil Change-PD Oil Chnage-PD	R	8/06/2014		35.00CR 35.00CR 477.25CR 35.00CR 35.00CR 35.00CR	032621 032621 032621 032621 032621 032621	652.25
02250	Foley Equipment I-4010078	Engine Repair-PK	R	8/06/2014		213.80CR	032622	213.80
00053	Grass Pad Warehouse I-401529	Round Up-PK	R	8/06/2014		134.88CR	032623	134.88
02131	Heritage Tractor, Inc. I-1310771	Z-997 Parts-PK	R	8/06/2014		162.47CR	032624	162.47
02253	IndoDeli I-ParkvilleMo.gov002 I-ParkvilleMo.gov003 I-ParkvilleMo.gov004	Website Hosting 2012-IT Website Hosting 2013-IT Website Hosting 2014-IT	R	8/06/2014		160.00CR 240.00CR 160.00CR	032625 032625 032625	560.00

← Voided

PACKET: 04733 Regular Payments 7/23/14

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01235	Landmark Newspaper, The I-21970	Public Notice-AD	R	8/06/2014		176.96CR	032626	176.96
00084	McConnell & Associates Co I-82468	Tack Coat-TP	R	8/06/2014		223.56CR	032627	223.56
02228	Metro Rolloff Container Services LLC I-2413	Lumber Disposal-NS	R	8/06/2014		35.00CR	032628	35.00
00088	Miller's Landscape and Lawncare I-6513 I-6650 I-6651	Irrigation Install-PK Smartline Controller-PK Irrigation Repair-AD	R R R	8/06/2014 8/06/2014 8/06/2014		825.22CR 80.82CR 561.75CR	032629 032629 032629	1,467.79
01483	Missouri Department of Revenue I-42139	Tax Report-AD	R	8/06/2014		35.00CR	032630	35.00
02243	Pest Management Supply I-151827	Weedn Killer Mos. Spray-ST	R	8/06/2014		260.00CR	032631	260.00
01701	Platte County Citizen I-63470	Seasonal Parks Job Ad-PK	R	8/06/2014		36.00CR	032632	36.00
00107	Platte Rental & Supply I-11595 I-11807 I-11808 I-11854 I-w1678	Air Filter-TP Weedeater Repair-PK Weedeater Repair-PK Weedeater Spool-PK Weedeater Repair-PK	R R R R R	8/06/2014 8/06/2014 8/06/2014 8/06/2014 8/06/2014		4.18CR 197.99CR 6.19CR 9.99CR 94.93CR	032633 032633 032633 032633 032633	313.28
01739	Print Time I-9014872	Ap Mailing Envelopes-AD	R	8/06/2014		69.90CR	032634	69.90
02251	ProPet Distributors, Inc. I-102220	Dog Waste Bags-PK	R	8/06/2014		172.90CR	032635	172.90
00111	PsychLogic I-July 15th, 2014	Polygraph-PD	R	8/06/2014		205.00CR	032636	205.00
00115	Rapid Stamp Products I-698060	Name Plates-PK	R	8/06/2014		20.00CR	032637	20.00

PACKET: 04733 Regular Payments 7/23/14

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01982	Rejis Commission I-INV0026836	Terminal Rejis-PD	R	8/06/2014		62.56CR	032638	62.56
02252	Sellers & Marquis Roofing Company I-32399	City Hall Roof Repair-AD	R	8/06/2014		578.83CR	032639	578.83
01087	Stinson Leonard Street LLP I-30033266 I-30033267	Legal Services-AD Legal Services-AD	R	8/06/2014 8/06/2014		6,554.88CR 8,850.00CR	032640 032640	15,404.88
00154	T-Ray Specialties Inc. I-25848 I-25849 I-25877	Paper Towels/Toilet Paper-PK Trash Bags-PL Trash Bags and Towels-PK	R	8/06/2014 8/06/2014 8/06/2014		257.22CR 347.40CR 315.56CR	032641 032641 032641	920.18
00150	Vance Bros Inc I-113548 I-113581 I-113779	Asphalt Mix-TP Asphalt Mix-TP Asphalt Mix-TP	R	8/06/2014 8/06/2014 8/06/2014		393.00CR 786.00CR 131.00CR	032642 032642 032642	1,310.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	28	0.00	23,817.56	23,817.56
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	28	0.00	23,817.56	23,817.56

TOTAL ERRORS: 0                      TOTAL WARNINGS: 0

PACKET: 04734 Regular Payments 7/23/14 #2  
 VENDOR SET: 01  
 BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
02140	Commerce Bank - Commercial Cards							
	I-7/18/14 Stmt	7/18/14 Stmt	R	7/28/2014		2,723.14CR	032643	2,723.14
00501	Hinckley Springs							
	I-INV6911530	Water-PK	R	7/28/2014		33.54CR	032644	
	I-TK#141963054047	Water-ST	R	7/28/2014		23.93CR	032644	57.47
00159	Missouri American Water							
	I-Due 8/7/14	Due 8/7/14	R	7/28/2014		1,886.18CR	032645	1,886.18
00274	Ricoh USA, Inc.							
	I-5031661742	Police Copier-PD	R	7/28/2014		76.05CR	032646	76.05
00123	Sam's Club							
	I-June Statement	Supplies, Finance Snacks-AD	R	7/28/2014		54.36CR	032647	54.36
01099	Toshiba							
	I-11111740	Black Counter-CT,AD	R	7/28/2014		77.00CR	032648	
	I-11111741	Color Counter-CT,AD	R	7/28/2014		130.92CR	032648	207.92

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	6	0.00	5,005.12	5,005.12
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	6	0.00	5,005.12	5,005.12

TOTAL ERRORS: 0                      TOTAL WARNINGS: 0

PACKET: 04736 Regular Payments 7/23/14 #3

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
02253	InfoDeli I-002,003,004	Website Hosting 2012-2014-IT	R	8/06/2014		560.00	CR 032652	560.00

* * T O T A L S * *				
	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	560.00	560.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	560.00	560.00

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 04740 Federal Withholdings 7/25/14

VENDOR SET: 01

BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00044	Park Bank							
	I-T1 201407244040	Federal Withholding	D	7/25/2014		7,751.64CR	000000	
	I-T3 201407244040	FICA W/H	D	7/25/2014		8,726.88CR	000000	
	I-T4 201407244040	Medicare W/H	D	7/25/2014		2,040.92CR	000000	18,519.44

\* \* T O T A L S \* \*

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	18,519.44	18,519.44
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	18,519.44	18,519.44

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 04744 Regular Payments 7/25/14  
VENDOR SET: 01  
BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01614	KCPL							
	I-Due 8/7/14	Due 8/7/14	R	7/28/2014		2,879.57	CR 032655	2,879.57

* * T O T A L S * *				
	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	2,879.57	2,879.57
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	2,879.57	2,879.57

TOTAL ERRORS: 0                      TOTAL WARNINGS: 0

PACKET: 04750 Regular Payments 7/28/14

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00020	Ball Power & Equipment I-36150	Fuel Sample Test-SW	R	8/06/2014		310.22CR	032670	310.22
02025	Capital Electric Construction Co Inc I-25255	Pump Station Service-SW	R	8/06/2014		360.00CR	032671	360.00
00156	Dave's Foreign Car Repair LLC I-129,987 I-130,093	Fuse Replacement-PD Oil Change-PD	R	8/06/2014 8/06/2014		100.00CR 35.00CR	032672 032672	135.00
00189	Director of Revenue I-7/23/14	MO Notary Melissa-AD	R	8/06/2014		25.00CR	032673	25.00
00053	Grass Pad Warehouse I-401574	Weeds Control-PK	R	8/06/2014		103.85CR	032674	103.85
00232	Hunt Martin Materials I-13466232	Rock-PK	R	8/06/2014		65.26CR	032675	65.26
02254	Karen McConnell I-Sewer Refund	Karen McConnell Refund-SW	R	8/06/2014		404.78CR	032676	404.78
00070	Kay D. Barney D.O. I-7/25/14	3183-PD	R	8/06/2014		105.00CR	032677	105.00
00160	Missouri Gas Energy I-Due 8/18/14	Due 8/18/14	R	8/06/2014		91.10CR	032678	91.10
00097	P & G Hardware I-July 2014 Stmt	July 2014 Stmt	R	8/06/2014		349.47CR	032679	349.47
00107	Platte Rental & Supply I-12055 I-w1743	Weedeater Part-PK Chainsaw Repair-TP	R	8/06/2014 8/06/2014		60.87CR 136.32CR	032680 032680	197.19
00117	Reeves Wiedeman Company I-4478058	Water Piper Repair-PK	R	8/06/2014		4.74CR	032681	4.74
01488	Staples Advantage I-8030652008	Office Supplies-CT,AD	R	8/06/2014		105.57CR	032682	105.57
00154	T-Ray Specialties Inc. I-25890	Trash Bags-PK	R	8/06/2014		239.98CR	032683	239.98

PACKET: 04750 Regular Payments 7/28/14

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00149	UMB Bank, N.A.							
	I-RiverPark NID 7/18	River Part NID Proj	R	8/06/2014		24,331.25	CR 032684	24,331.25
02238	UMKC - Institute for Human Development							
	I-7/24/14	Phase II: Strat Setting-AD	R	8/06/2014		1,500.00	CR 032685	1,500.00

* * T O T A L S * *				
	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	16	0.00	28,328.41	28,328.41
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	16	0.00	28,328.41	28,328.41

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

Account Payable TSYS Report 7/28/14				
Account:	1	2	Sewer	Total Withdrawn
Initial Set Up Fee	\$59.00	\$59.00	\$59.00	<b>\$177.00</b>
Annual Fee	\$30.00		\$30.00	<b>\$60.00</b>
Monthly Charges	\$29.18	\$27.87	\$27.93	<b>\$84.98</b>
			<b>Total:</b>	<b>\$321.98</b>

PACKET: 04745 EOM Benefits - 7/25/14

VENDOR SET: 01

BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
*VOID*	VOID CHECK		V	7/28/2014			032665	**VOID**
00005	AFLAC							
	I-AFL201407034039	AFLAC after Tx	R	7/28/2014		85.53CR	032656	
	I-AFL201407244040	AFLAC after Tx	R	7/28/2014		85.53CR	032656	
	I-AFP201407034039	AFLAC PRETAX	R	7/28/2014		497.56CR	032656	
	I-AFP201407244040	AFLAC PRETAX	R	7/28/2014		497.56CR	032656	1,166.18
01711	BCBSKC							
	I-ADD201407034039	ADD on BCBS Bill	R	7/28/2014		28.72CR	032659	
	I-ADD201407244040	ADD on BCBS Bill	R	7/28/2014		28.72CR	032659	
	I-LID201407034039	BC/BS Dependent Life Ins	R	7/28/2014		11.40CR	032659	
	I-LID201407244040	BC/BS Dependent Life Ins	R	7/28/2014		11.40CR	032659	
	I-LIF201407034039	BC/BS Life Insurance	R	7/28/2014		180.60CR	032659	
	I-LIF201407244040	BC/BS Life Insurance	R	7/28/2014		180.60CR	032659	441.44
01807	City of Parkville/Flex Plan							
	I-FLX201407034039	Flex Plan	R	7/28/2014		325.33CR	032663	
	I-FLX201407244040	Flex Plan	R	7/28/2014		325.33CR	032663	650.66
02193	Coventry Healthcare							
	I-C1C201407034039	Coventry Healthcare	R	7/28/2014		1,850.00CR	032664	
	I-C1C201407244040	Coventry Healthcare	R	7/28/2014		1,850.00CR	032664	
	I-C1E201407034039	Coventry Healthcare	R	7/28/2014		2,145.00CR	032664	
	I-C1E201407244040	Coventry Healthcare	R	7/28/2014		2,145.00CR	032664	
	I-C1F201407034039	Coventry Healthcare	R	7/28/2014		603.00CR	032664	
	I-C1F201407244040	Coventry Healthcare	R	7/28/2014		603.00CR	032664	
	I-C1S201407034039	Coventry Healthcare	R	7/28/2014		1,227.00CR	032664	
	I-C1S201407244040	Coventry Healthcare	R	7/28/2014		1,227.00CR	032664	
	I-C2B201407034039	Coventry Healthcare	R	7/28/2014		345.00CR	032664	
	I-C2B201407244040	Coventry Healthcare	R	7/28/2014		345.00CR	032664	
	I-C2C201407034039	Coventry Healthcare	R	7/28/2014		624.00CR	032664	
	I-C2C201407244040	Coventry Healthcare	R	7/28/2014		624.00CR	032664	
	I-C2E201407034039	Coventry Healthcare	R	7/28/2014		984.00CR	032664	
	I-C2E201407244040	Coventry Healthcare	R	7/28/2014		984.00CR	032664	
	I-C2F201407034039	Coventry Healthcare	R	7/28/2014		2,545.00CR	032664	
	I-C2F201407244040	Coventry Healthcare	R	7/28/2014		2,545.00CR	032664	
	I-C2S201407034039	Coventry Healthcare	R	7/28/2014		345.00CR	032664	
	I-C2S201407244040	Coventry Healthcare	R	7/28/2014		345.00CR	032664	21,336.00
00794	Delta Dental							
	I-DNC201407034039	Delta Dental Insurance	R	7/28/2014		196.20CR	032658	
	I-DNC201407244040	Delta Dental Insurance	R	7/28/2014		196.20CR	032658	
	I-DNF201407034039	Delta Dental Insurance	R	7/28/2014		354.85CR	032658	
	I-DNF201407244040	Delta Dental Insurance	R	7/28/2014		354.85CR	032658	
	I-DNP201407034039	DENTAL PRETAX	R	7/28/2014		442.60CR	032658	
	I-DNP201407244040	DENTAL PRETAX	R	7/28/2014		442.60CR	032658	
	I-DNS201407034039	Delta Dental Insurance	R	7/28/2014		221.40CR	032658	
	I-DNS201407244040	Delta Dental Insurance	R	7/28/2014		221.40CR	032658	2,430.10

← VOIDED

PACKET: 04745 EOM Benefits - 7/25/14  
 VENDOR SET: 01  
 BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01730	LAGERS							
	I-CSR201407034039	LAGERS RETIREMENT	R	7/28/2014		2,708.61CR	032662	
	I-CSR201407244040	LAGERS RETIREMENT	R	7/28/2014		2,712.34CR	032662	
	I-R&P201407034039	City/PD Ret Contribution	R	7/28/2014		2,166.82CR	032662	
	I-R&P201407244040	City/PD Ret Contribution	R	7/28/2014		2,410.11CR	032662	9,997.88
01719	Prudential							
	I-LTD201407034039	Long Term Disability	R	7/28/2014		397.30CR	032661	
	I-LTD201407244040	Long Term Disability	R	7/28/2014		397.30CR	032661	794.60
00136	State of Missouri							
	I-T2 201407034039	State Withholdings	R	7/28/2014		2,169.66CR	032657	
	I-T2 201407244040	State Withholdings	R	7/28/2014		2,369.66CR	032657	4,539.32
01718	VSP							
	I-VSP201407034039	Vision Care Employee Premiums	R	7/28/2014		103.59CR	032660	
	I-VSP201407244040	Vision Care Employee Premiums	R	7/28/2014		103.59CR	032660	207.18

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	9	0.00	41,563.36	41,563.36
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	10	0.00	41,563.36	41,563.36

TOTAL ERRORS: 0                      TOTAL WARNINGS: 0

PACKET: 04747 Addtl Benefits July 2014

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00005	AFLAC							
	I-July 2014	AFLAC	R	7/28/2014		74.69CR	032666	74.69
02193	Coventry Healthcare							
	I-57980795	Coventry Healthcare	R	7/28/2014		20,959.05CR	032667	20,959.05

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	2	0.00	21,033.74	21,033.74
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	2	0.00	21,033.74	21,033.74

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 04695 Payroll Entries - 6/27/14

VENDOR SET: 01 City Vendors

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-02201	ICMA Retirement Coproration						
I-ICM201406264037	6/27/2014	457	DEF COMP	166.15			
	AP		DUE: 6/27/2014 DISC: 6/27/2014		1099: N		
		457	DEF COMP		10 501.01-22-00	Retirement	166.15
		===	VENDOR TOTALS ===	166.15			
		===	PACKET TOTALS ===	166.15			

PACKET: 04706 Payroll Entries - 7/11/14

VENDOR SET: 01 City Vendors

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
=====							
01-02201	ICMA Retirement Coproration						
I-ICM201407034039	7/11/2014	457	DEF COMP	166.15			
	AP		DUE: 7/11/2014 DISC: 7/11/2014		1099: N		
		457	DEF COMP		10 501.01-22-00	Retirement	166.15
	=== VENDOR TOTALS ===			166.15			
	=== PACKET TOTALS ===			166.15			

PACKET: 04737 Payroll Entries - 7/25/14

VENDOR SET: 01 City Vendors

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-02201			ICMA Retirement Coproration				
I-ICM201407244040	7/25/2014	457	DEF COMP	166.15			
	AP		DUE: 7/25/2014 DISC: 7/25/2014		1099: N		
			457 DEF COMP		10 501.01-22-00	Retirement	166.15
			=== VENDOR TOTALS ===	166.15			
			=== PACKET TOTALS ===	166.15			

PACKET: 04753 July Longevity Bonuses

VENDOR SET: 01

BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00044	Park Bank							
	I-T1 201407284041	Federal Withholding	D	7/30/2014		45.00CR	000000	
	I-T3 201407284041	FICA W/H	D	7/30/2014		155.00CR	000000	
	I-T4 201407284041	Medicare W/H	D	7/30/2014		36.26CR	000000	236.26

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	236.26	236.26
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	236.26	236.26

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

VENDOR SET: 01 City of Parkville  
 BANK: AP Pooled Cash Regular AP  
 DATE RANGE: 7/14/2014 THRU 7/28/2014

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02140	Commerce Bank - Commercial Car							
	I-7/18/14 Stmt	R	7/28/2014			032643		
10	501.09-20-02	Exec Session Meeting Supplies	Cash Back Reward-AD	75.00	CR			
10	501.09-20-03	Finance Committee Mtg Supplies	Cash Back Reward-AD	75.00	CR			
10	501.01-41-02	Professional Dev - Staff	Rebate-AD	50.00	CR			
30	501.03-09-00	Trash Hauling	Trash Hauling-SW	29.71				
10	520.07-43-01	Recycling Extravaganza	Mischarge (Will Refu	52.80				
10	501.09-21-00	Misc-Other	Drug Screen-AD	36.00				
10	505.05-02-00	Postage	Postage-PD	14.16				
10	515.05-32-00	Other Purchases	Belt Clip Holsters-P	37.50				
10	501.03-01-00	Telephone & Voicemail	City Hall Phone-AD	493.07				
10	501.09-21-00	Misc-Other	Parade Signs Mayor-A	17.29				
10	505.05-01-00	Office Supplies & Consumables	CDR's and Flash Driv	34.76				
10	505.05-01-00	Office Supplies & Consumables	Ink-PD	97.20				
10	501.03-08-00	Cable	Internet-AD	175.00				
10	501.09-20-03	Finance Committee Mtg Supplies	Finance Lunch Subway	37.49				
10	501.09-20-03	Finance Committee Mtg Supplies	Finance Lunch Pizza	26.18				
10	501.09-20-02	Exec Session Meeting Supplies	Finance Lunch Stone	54.21				
10	501.06-01-00	Building Maint & Repair	St. Elevator Inspec	26.00				
10	505.03-01-00	Telephone & Voicemail	ATT-PD	112.18				
10	525.03-01-00	Telephone & Voicemail	ATT-PK	165.63				
10	520.03-01-00	Telephone & Voicemail	ATT-ST	84.01				
30	501.03-01-00	Telephone & Voicemail	ATT-SW	215.23				
10	501.09-20-03	Finance Committee Mtg Supplies	Fiannce Lunch JJ-AD	35.72				
30	501.09-21-00	Miscellaneous	Google Email-Sw	5.00				
10	525.03-05-00	Mobile Phones & Pagers	Sprint-PK	141.00				
10	518.03-05-00	Mobile Phones & Pagers	Sprint-CD	169.81				
10	520.03-05-00	Mobile Phones & Pagers	Sprint-ST	147.95				
10	505.03-05-00	Mobile Phone & Pagers	Sprint-PD	293.09				
30	501.03-06-00	Wi-Fi	Sprint-SW	39.99				
10	520.03-01-00	Telephone & Voicemail	Uverse-ST	40.00				
10	501.01-41-02	Professional Dev - Staff	Tim ICMA Flight-AD	282.50				
10	518.09-21-00	Miscellaneous	Transfer Big Files-C	15.00				
10	501.09-21-00	Misc-Other	Coffee For Jesus Mar	38.88				
10	518.09-21-00	Miscellaneous	PDF Notes Pro-CD	5.78				2,723.14

\*\*\* TOTALS \*\*\*

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	2,723.14	0.00	2,723.14
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 01 City of Parkville  
 BANK: AP Pooled Cash Regular AP  
 DATE RANGE: 7/14/2014 THRU 7/28/2014

\*\* G/L ACCOUNT TOTALS \*\*

G/L ACCOUNT	NAME	AMOUNT
10 501.01-41-02	Professional Dev - Staff	232.50
10 501.03-01-00	Telephone & Voicemail	493.07
10 501.03-08-00	Cable	175.00
10 501.06-01-00	Building Maint & Repair	26.00
10 501.09-20-02	Exec Session Meeting Supplies	20.79CR
10 501.09-20-03	Finance Committee Mtg Supplies	24.39
10 501.09-21-00	Misc-Other	92.17
10 505.03-01-00	Telephone & Voicemail	112.18
10 505.03-05-00	Mobile Phone & Pagers	293.09
10 505.05-01-00	Office Supplies & Consumables	131.96
10 505.05-02-00	Postage	14.16
10 515.05-32-00	Other Purchases	37.50
10 518.03-05-00	Mobile Phones & Pagers	169.81
10 518.09-21-00	Miscellaneous	20.78
10 520.03-01-00	Telephone & Voicemail	124.01
10 520.03-05-00	Mobile Phones & Pagers	147.95
10 520.07-43-01	Recycling Extravaganza	52.80
10 525.03-01-00	Telephone & Voicemail	165.63
10 525.03-05-00	Mobile Phones & Pagers	141.00
	*** FUND TOTAL ***	2,433.21
30 501.03-01-00	Telephone & Voicemail	215.23
30 501.03-06-00	Wi-Fi	39.99
30 501.03-09-00	Trash Hauling	29.71
30 501.09-21-00	Miscellaneous	5.00
	*** FUND TOTAL ***	289.93

VENDOR SET: 01	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			1	2,723.14	0.00	2,723.14
BANK: AP		TOTALS:	1	2,723.14	0.00	2,723.14
REPORT TOTALS:			1	2,723.14	0.00	2,723.14

VENDOR SET: 01 City of Parkville  
 BANK: AP Pooled Cash Regular AP  
 DATE RANGE: 7/21/2014 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00097	P & G Hardware							
	I-July 2014 Stmt	July 2014 Stmt	R 8/06/2014			032679		
40	520.07-33-00	Street Repair Materials	Street Repair Items	47.09				
10	525.06-21-00	Vehicle Repair & Maintenance	Battery-PK	4.59				
10	525.05-21-00	Equipment & Handtools	Bulb-PK	3.59				
10	525.06-21-00	Vehicle Repair & Maintenance	Misc Bolts & Washers	9.34				
10	525.05-21-00	Equipment & Handtools	Gloves, Concrete, Pa	61.15				
10	520.05-21-00	Handtools	Screws, Tools, Light	32.98				
40	520.06-22-00	Vehicle & Equipment	Gas & OilEquip Oil-TP	17.19				
10	535.05-21-00	Equipment & Handtools	Fire Starter, Chain	22.98				
10	520.05-21-00	Handtools	Chain, Washers-ST	12.01				
40	520.06-21-00	Vehicle & Equipment	MaintenancMower Parts-TP	6.46				
10	520.05-21-00	Handtools	Paint-ST	34.95				
10	525.05-21-00	Equipment & Handtools	Tap Screws-PK	8.70				
10	525.06-12-00	Playground Equipment Repair	Nuts, Bolts, Etc-PK	13.11				
10	525.05-21-00	Equipment & Handtools	Locks-PK	64.95				
10	520.05-21-00	Handtools	Broom Handle-ST	5.39				
10	525.05-21-00	Equipment & Handtools	Tape-PK	4.99				349.47

\*\*\* TOTALS \*\*\*

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	349.47	0.00	349.47
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

\*\*\* G/L ACCOUNT TOTALS \*\*\*

G/L ACCOUNT	NAME	AMOUNT
10 520.05-21-00	Handtools	85.33
10 525.05-21-00	Equipment & Handtools	143.38
10 525.06-12-00	Playground Equipment Repair	13.11
10 525.06-21-00	Vehicle Repair & Maintenance	13.93
10 535.05-21-00	Equipment & Handtools	22.98
	*** FUND TOTAL ***	278.73
40 520.06-21-00	Vehicle & Equipment Maintenanc	6.46
40 520.06-22-00	Vehicle & Equipment Gas & Oil	17.19
40 520.07-33-00	Street Repair Materials	47.09
	*** FUND TOTAL ***	70.74



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SELECTION CRITERIA  
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VENDOR SET: 01-City Vendors  
VENDOR: 00097 - P & G Hardware  
BANK CODES: All  
FUNDS: All  
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CHECK SELECTION

CHECK RANGE: 032679 THRU 032679  
DATE RANGE: 7/21/2014 THRU 99/99/9999  
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99  
INCLUDE ALL VOIDS: YES  
-----

PRINT OPTIONS

SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES  
PRINT G/L: YES  
UNPOSTED ONLY: NO  
EXCLUDE UNPOSTED: NO  
MANUAL ONLY: NO  
STUB COMMENTS: NO  
REPORT FOOTER: NO  
CHECK STATUS: NO  
PRINT STATUS: \* - All  
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**CITY OF PARKVILLE**  
**Policy Report**

Date: July 21, 2014

Prepared By:  
Kevin L. Chrisman  
Chief of Police

Reviewed By:  
Lauren Palmer  
City Administrator

ISSUE:  
An ordinance employing Scott A. Gould as a police officer.

BACKGROUND:  
The police department has had two vacancies since May 2014. A selection process was recently conducted and Scott A. Gould was selected to fill one of the vacancies. He recently was employed by the Clay County Sheriff's Department in the detention center and received his training from the Blue River Law Enforcement Academy in 2008. He has successfully completed all necessary requirements for consideration for hire.

BUDGET IMPACT:  
This is a budgeted position with a starting annual salary of \$37,000.

ALTERNATIVES:

1. Approve the hiring ordinance for Scott A. Gould as a police officer.
2. Do not approve the hiring of Scott A. Gould.
3. Postpone this item.

STAFF RECOMMENDATION:  
Approve the attached ordinance and hiring of Scott A. Gould as a police officer effective August 12, 2014, due to a previously scheduled vacation.

POLICY:  
The Board of Aldermen must approve all hiring by ordinance.

SUGGESTED MOTION:  
I move that Bill No. 2798, an ordinance hiring of Scott A. Gould as a police officer for the City of Parkville, Missouri, effective August 12, 2014 be approved for first reading.

I move that Bill No. 2798 be approved on first reading and passed to second reading by title only.

I move that Bill No. 2798 be approved on second reading to become Ordinance No. \_\_\_\_\_.

ATTACHMENT:  
1. Ordinance

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**AN ORDINANCE EMPLOYING SCOTT A. GOULD AS A POLICE OFFICER FOR THE CITY OF PARKVILLE.**

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

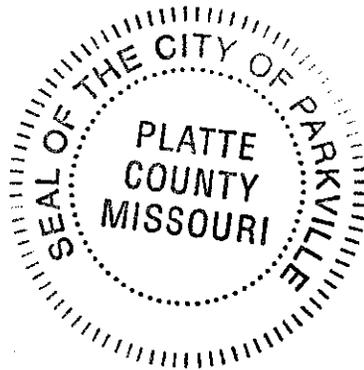
Section 1. That Scott A. Gould is hereby employed as a full-time Police Officer for the City of Parkville, at an annual salary of \$37,000, effective August 12, 2014.

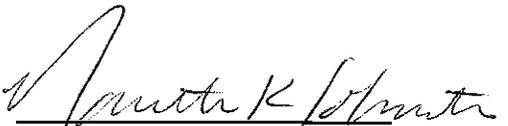
Section 2. That Mr. Gould shall receive other benefits in accordance with the City's adopted personnel policy as may be amended by the Board of Aldermen from time to time.

Section 3. Mr. Gould shall serve at the will of the Board and his employment may be terminated at any time with or without cause.

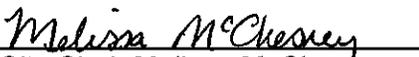
Section 4. This ordinance is effective upon its passage and approval.

PASSED and APPROVED this 5th day of August 2014.



  
Mayor Nanette K. Johnston

ATTESTED:

  
City Clerk Melissa McChesney

## **CITY OF PARKVILLE**

### **Policy Report**

DATE: Tuesday, July 22, 2014

PREPARED BY:  
Lauren Palmer  
City Administrator

REVIEWED BY:  
Melissa McChesney  
City Clerk

ISSUE:

Approve an ordinance to update Chapter 610 and related sections of the Municipal Code regarding Peddlers, Solicitors and Canvassers.

BACKGROUND:

Chapter 610 of the Parkville Municipal Code regulates peddlers, solicitors, and canvassers who make door-to-door personal contacts to residences and businesses. This section of Code was last updated in 2003. In July 2014, the City revoked a peddler's permit due to an outstanding warrant that was uncovered for the peddler after the permit was issued. The permit holder appealed the revocation and stated that the Municipal Code does not specifically prohibit issuance of the permit for outstanding warrants, only convictions. As staff worked through this incident, it became apparent that several provisions in Chapter 610 are outdated and no longer consistent with current practice. A new ordinance is drafted that modifies and updates this section of the Municipal Code.

The significant changes affected by the new ordinance are as follows:

- Applicants are responsible to provide their own current background check records from the Missouri Highway Patrol as part of the application process.
  - A permit will be denied or revoked if the applicant has been convicted of a felony or major misdemeanor within the past seven years, or if an outstanding warrant is issued for the applicant.
  - In order to streamline the process, appeals for denial or suspension of permits will be made to the City Administrator instead of the Board of Aldermen. The City Administrator's decision may be appealed to the District Court of Platte County.
  - Handbills are broadly defined to include both commercial and non-commercial activity. The intent is to regulate handbills similar to signage: regardless of content in order to reduce litter and clutter in the community.
  - Both businesses and residences may apply to be added to a "No Visit" list to restrict peddling, soliciting, and canvassing to a particular property.
  - Previously applicants were given the option of obtaining a Parkville business license or a peddler/solicitor license. Since Chapter 610 has regulations and oversight that are customized for peddling and solicitation, applicants will be required to obtain a permit under this section of the Code in lieu of a business license.
  - The ordinance creates a new Schedule of Fees in Chapter 800 that may be adopted and amended, from time to time, by the Board of Aldermen by resolution. Over time, staff hopes to move all of the license, permit, and other administrative fees to the Schedule of Fees for easy reference and adjustments as warranted over time. The Schedule of Fees will be adopted by reference in the Municipal Code and on file in the City Clerk's Office for public inspection.
  - By separate action on the agenda for August 5, 2014, staff recommends adopting a resolution to establish the Schedule of Fees and set the fee for the Solicitation and Peddling permit at \$50 per original issuance and each renewal.
-

**BUDGET IMPACT:**

There is no direct budget impact associated with adoption of the ordinance, but the City will likely generate additional revenues if the fee changes are approved. The current permit fee is \$4.00 per day. In 2013, the City generated \$40 in peddler/solicitor permit fees. The new recommended fee is \$50 per permit with a maximum term of 30 consecutive days. Since typically peddlers are transitory and only operate in a given location for short periods of time (generally 3-4 days), a small "per day" fee is not adequate to cover the City's administrative costs for processing applications. The new fee will likely generate more revenue and help cover associated expenses.

**ALTERNATIVES:**

1. Approve the ordinance.
2. Approve the ordinance subject to changes to satisfy the desires of the Board of Aldermen.
3. Do not approve the ordinance.
4. Postpone the item.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Aldermen approve the ordinance to update policies and procedures related to regulations of canvassers, peddlers, and solicitors.

**SUGGESTED MOTION:**

I move that Bill No. 2799, an ordinance amending regulations for peddlers, solicitors, and canvassers, be approved for first reading.

I move that Bill No. 2799 be approved on first reading and passed to second reading by title only.

I move that Bill No. 2799 be approved on second reading to become Ordinance No. \_\_\_\_\_.

**POLICY:**

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

**ATTACHMENT:**

1. Ordinance
-

**AN ORDINANCE REPEALING AND REPLACING EXISTING CHAPTER 610 OF THE MUNICIPAL CODE OF THE CITY OF PARKVILLE, MISSOURI ENTITLED "PEDDLERS, SOLICITORS, AND CANVASSERS" AND AMENDING RELATED PROVISIONS IN CHAPTERS 605 AND 800**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF PARKVILLE, MISSOURI:**

**SECTION 1.** That existing Chapter 610 of the Code of the City of Parkville, Missouri, is hereby repealed.

**SECTION 2.** That Chapter 610, entitled "Peddlers, Solicitors, and Canvassers" of the Municipal Code of the City of Parkville, Missouri, is newly created to read as follows:

**Section 610.010. Definitions.**

- A. **"Canvass"** or Canvassing as used in this Chapter means attempting to make personal contact with a resident at his/her residence without prior specific invitation for the primary purpose of (1) attempting to enlist support for or against a particular religion, philosophy, ideology, political party, issue or candidate or (2) distributing a Handbill or flyer advertising a non-commercial event or service or (3) opinion sampling or poll taking.
- B. **"Canvasser"** as used in this Chapter means any person who engages in Canvassing in person for himself or any other person, even if incidental to the Canvassing the Canvasser accepts the donation of money for or against a cause.
- C. **"Charitable"** as used in this Chapter means any activity represented as carried on from unselfish, civic or humanitarian motives or for the benefit of others and not for private gain and may include, without limitation, patriotic, philanthropic, social service, welfare, benevolent, educational, civic, fraternal, cultural, scientific, historical, athletic, medical or religious activities, either actual or implied.
- D. **"City"** as used in this Chapter means the City of Parkville, Missouri.
- E. **"City Clerk"** as used in this Chapter shall mean the holder of the office described in Chapter 115 of the Municipal Code of the City of Parkville, Missouri, or his or her designee.
- F. **"Handbill"** as used in this Chapter means any printed or written matter, any sample or device, circular, leaflet, pamphlet, paper booklet or any other printed or otherwise reproduced original or copies of any matter of literature which:
  - (1) advertises for sale merchandise, products, or commodities; or
  - (2) directs attention to any business or mercantile or commercial establishment, or other activity, for the purpose of either directly or indirectly promoting the interest thereof by sales; or

- (3) directs attention to or advertises any meeting, theatrical performance, exhibition, or event of any kind, for which an admission fee is charged for the purpose of private gain or profit.
- (4) directs attention to any charitable activity.

Exemption for mail and newspapers. For purposes of this Chapter the term Handbill does not include mail delivered by the United States Postal Service or newspapers duly entered with the Post Office Department of the United States and newspapers filed and recorded with any recording officer, as provided by general law, or any periodical or current magazine regularly published at least annually and sold to the public.

- G. **"Peddle"** as used in this Chapter means (1) attempting to make personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident for the primary purpose of attempting to sell a good or service or (2) operation from a temporary stand, display or similar facility for the purpose of attempting to sell a good or service or (3) traveling from house to house, door to door, street to street or from place to place for the primary purpose of attempting to sell a good or service.
- H. **"Peddler"** as used in this Chapter means a Person who Peddles for himself or for any other person.
- I. **"Person"** as used in this Chapter means any individual, firm, partnership, corporation, company, religious sect or denomination, society, organization or league and includes any trustee, director, member, partner, officer, receiver, assignee, employee, agent or similar representative thereof.
- J. **"Personal gain"** as used in this Chapter means direct or indirect financial or commercial benefit of any person or company.
- K. **"Solicit"** and **"Solicitation"** as used in this Chapter means attempting to make personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident for the primary purpose of (1) requesting the contribution of funds or anything of value or advertising or selling or offering for sale or taking or attempting to take orders for any service, merchandise, product, commodity, meeting, performance or event, of any kind, in character or description, for political, philanthropic, charitable, religious, commercial or any other purposes, while traveling from house to house, door to door, street to street or from place to place in the City or (2) distributing a commercial Handbill or advertising a commercial event or service. A Solicitation as defined herein shall be deemed completed when the request or distribution is made, whether or not the person making the Solicitation receives any contribution or makes any sale. Solicitation as defined herein shall not include the activity of children going door-to-door to trick or treat for the yearly celebration of Halloween.
- L. **"Solicitor"** as used in this Chapter means a person who Solicits for himself or any other person.

**Section 610.020. Solicitation and Peddling Permits Required.**

- A. Every Solicitor or Peddler must obtain a permit from the City before Soliciting or Peddling within the City. To obtain a permit to Solicit or Peddle, an applicant must furnish the information required under this Chapter to the City Clerk.
- B. Notwithstanding any other provisions of this Chapter, students attending elementary through college-level schools who are acting in their capacity as students affiliated with a local or nationally recognized educational institution or youth organization may Peddle or Solicit for Charitable purposes without obtaining a permit.
- C. Notwithstanding any other provisions of this Chapter, any person or organization may Peddle or Solicit in conjunction with promotion of a special event without obtaining a permit provided that the person or organization has a valid special event permit from the City.
- D. Solicitors and Peddlers are not required to obtain a general business license as required under Section 605.050 of the Municipal Code of the City of Parkville.
- E. An organization may apply for a permit, but a separate permit shall be issued to each person soliciting or peddling on behalf of that organization. A separate application shall be submitted for each person. A separate fee for each person shall be paid pursuant to Section 610.060 of this Chapter.

**Section 610.030. Information Required on Application for Solicitation and Peddling Permit.**

An applicant for a Solicitation or Peddling permit shall furnish to the City Clerk an application containing the following information:

- A. the name and address of the principal office of the Person applying for the permit (including both local and nonlocal principal offices where such exist);
- B. if the applicant is not an individual, the names and addresses of the applicant's principal officers and executives;
- C. the purpose of the Solicitation or Peddling activity;
- D. the name, address, photograph, and physical description of the person or persons Soliciting or Peddling;
- E. the time when the Solicitations or Peddling will occur, giving the expected dates for commencement and termination of the Solicitation or Peddling, subject to the limitations on time for Solicitations contained in this Chapter;
- F. a copy of a state or federal government-issued identification card of the Solicitor or Peddler, if the applicant is legally able, by age, to obtain this identification;
- G. a copy of a criminal background check issued by the Missouri Highway Patrol within seven (7) days of the time of application but in any event before the activity occurs that demonstrates the qualification of the applicant under Section 610.040(C); and

- H. the motor vehicle make, model, year, color, and license plate state and number of any vehicle that will be used for Solicitation or Peddling;
- I. a statement to the effect that if a permit is granted:
  - (1) it will not be used or represented in any way as an endorsement by the City or by any department or officer thereof; and
  - (2) that during the period specified in the permit, if there is any change in fact, policy or method that would alter the information given in the application, the applicant will notify the City Clerk in writing thereof within forty-eight (48) hours after that change; and
  - (3) that at no time during the period of Solicitation or Peddling will the applicant or his or her agents Solicit or Peddle at any business or residence within the City where there is clearly and visibly posted any sign requesting "No Solicitation" or "No Trespassing" or words of similar meaning; and
  - (4) that at no time during the period of Solicitation or Peddling will the applicant or his or her agents Solicit or Peddle at any residence or business within the City the property owner or resident of which has signed the City's "No Visit" list; and
  - (5) that the applicant and all Persons for whom application is made will carry on their person a copy of the Solicitation or Peddling permit issued by the City; and
  - (6) that at no time during the period of validity of the permit will the Solicitor or Peddler Solicit or Peddle without carrying a state or federal government-issued identification card, if the Solicitor or Peddler is legally eligible, by age, to obtain such an identification card.
- J. A sample of the identification badge or card that each Peddler or Solicitor shall wear or carry, indicating that Person's name and the name of the organization for which he or she is Soliciting. The badge or card shall be furnished by the organization and must be approved by the City Clerk.

**Section 610.040. Standards for Issuance.**

The following are the standards for issuance of the Solicitation or Peddling permit.

- A. Upon receiving a completed application from the applicant or applicant's representative and upon making all the following findings, the City Clerk shall issue a Solicitation or Peddling permit provided by this Chapter.
- B. The City Clerk may defer issuance of any Solicitation or Peddling permit for the period of time as is reasonably necessary, not to exceed seven (7) days, to verify the accuracy of information required to be provided in the application for Solicitation or Peddling permit.
- C. The City Clerk shall not issue a Solicitation or Peddling permit to any person who has: (1) been convicted of a felony, (2) been convicted of a misdemeanor or other violation of the laws of the United States or of any state or city of the United

States where that conviction was for an offense involving force, threat of force, theft, burglary, dishonesty, fraud, sexual misconduct or moral turpitude within the past seven (7) years or (3) been charged with a felony, misdemeanor or other violation of the laws of the United States or of any state or city of the United States and an arrest warrant has been issued therefore by the jurisdiction in which the crime is alleged and remains outstanding.

- D. Any person who is aggrieved by the refusal of the City Clerk to issue a Solicitation or Peddling permit may appeal that refusal to the City Administrator. On refusal, the City Clerk shall notify the applicant by hand delivery or United States Mail, postage prepaid, of the refusal to issue a Solicitation or Peddling permit and informing the applicant that the applicant may appeal that refusal to the City Administrator by requesting of the City Clerk to have a hearing before the City Administrator not later than five (5) days following receipt of the notice of refusal. The notice of refusal shall contain a statement of the facts upon which the City Clerk acted in refusing to issue a permit. On receipt of the request for hearing before the City Administrator, the City Clerk shall schedule the matter to be heard before the City Administrator not more than ten (10) days following receipt, unless the applicant shall request that the hearing be scheduled at a later date. At the hearing, the applicant may offer evidence to support any contention that a permit should be issued. In the event the City Administrator sustains the denial of issuance of the permit, the applicant may appeal that decision to the District Court of Platte County, Missouri.

**Section 610.050. Application and Permit Available for Public Inspection.**

All Solicitation or Peddling applications, permits and supporting documentation filed with the City Clerk shall be a matter of public record and shall be available for examination and inspection by any member of the public during regular business hours.

**Section 610.060. Fees.**

A fee, as set forth in the Schedule of Fees adopted by the Board of Aldermen by resolution as authorized by Section 800.010 of the Municipal Code, is required to be paid to the City for processing Solicitation and Peddling permit applications and renewal applications to cover City staff application processing time. A separate permit shall be issued for each person soliciting or peddling.

**Section 610.070. Contents of Permit.**

Permits issued under this Chapter shall bear the name and address of the Person to whom the permit is issued, the number of the permit, the permit expiration date, a statement that the permit does not constitute an endorsement by the City or its officers or employees, the name of the Person conducting the solicitation, if different than the name of the Person to whom the permit was issued, the purpose of the Solicitation or Peddling and the signature of the City Clerk.

**Section 610.080. Term of Permit.**

Permits issued pursuant to this Chapter are valid for the number of days requested in the application, but may not exceed thirty (30) consecutive calendar days. Applications for renewal of permits may be made and shall be granted a renewal application as submitted that demonstrates the requirements of this Chapter are still being met and no violations of the permit or this Chapter have been found to exist.

**Section 610.090. Permits Nontransferable.**

No permit issued under the provisions of this Chapter is transferable or assignable.

**Section 610.100. Suspension or Revocation of Permits.**

Any determination by the City Clerk or any sworn employee of the City of Parkville Police Department that the holder of a City permit has violated any provisions of this Chapter or of the permit issued pursuant thereto, or that the holder of the permit has made representations or factual statements in the application for the permit that the applicant knew or should reasonably have known to be false or incorrect, shall cause the City Clerk or any sworn employee of the City of Parkville Police Department to give notice to the permit holder that the permit is immediately suspended. The notice of immediate suspension is to be hand-delivered or mailed to the permit holder by United States Mail, postage prepaid, and shall notify the holder that the permit shall be revoked unless an appeal hearing before the City Administrator is requested within five (5) days. The notice shall contain a statement of the facts upon which the City Clerk or any sworn employee of the City of Parkville Police Department acted in suspending the permit. If an appeal hearing is requested, at the hearing, the permit holder may offer evidence to support any contention that the permit should not be revoked. Peddling and Solicitation activity shall cease during the period of suspension or revocation of a permit. Except upon request of the permit holder, in no event shall the hearing be held more than ten (10) days following receipt of the permit holder's request for an appeal of suspension of the permit. In the event the City Administrator revokes the permit, the revocation may be appealed to the District Court of Platte County, Missouri. No Peddling or Solicitation shall be made during the period of appeal of the revocation. In the event of a revocation, the permit holder is not eligible to reapply for a permit for Peddling or Solicitation for a period of one year. If the event the City Administrator does not revoke the permit following appeal, the permit holder is not entitled to a refund of any applicable permit fees, but the term of the permit will be extended by the number of days of the period of suspension.

**Section 610.110. Uniformity of Administration of Chapter.**

The City Clerk is directed to administer this Chapter uniformly, and is to require all applicants to submit the application and supporting data required by this Chapter before issuing a permit. All applicants are to be treated alike.

**Section 610.120. Prohibited Acts.**

The following acts are unlawful and prohibited.

- A. It shall be unlawful for any Solicitor or Peddler or Canvasser to ring the bell or knock on the door, or otherwise attempt to gain admittance for the purpose of Soliciting, Peddling or Canvassing at a residence, dwelling or apartment at which a sign bearing the words "No Solicitors", "No Trespassers." or words of similar meaning indicating that those persons are not wanted on the premises, is painted, affixed or otherwise exposed to public view; provided that, this prohibition shall not apply to any Solicitor, Peddler or Canvasser who gains admittance to a residence at the invitation, permission or consent of the occupant thereof. It shall be unlawful for any Solicitor, Peddler or Canvasser to conduct Soliciting, Peddling, and Canvassing on the premises of any business that has posted a sign exposed to public view bearing the words "No Solicitors" or words

of similar meaning indicating that those activities are not allowed on the premises.

- B. It shall be unlawful for any Solicitor, Peddler or Canvasser to Solicit, Peddle or Canvass prior to 9:00 a.m. or after 8:00 p.m., Central Standard Time, and 9:00 a.m. and 9:00 p.m. Central Daylight Time, of any day, except that this section shall not apply when the Peddler, Solicitor, or Canvasser has an express invitation from the resident, occupant, or owner of a dwelling or business allowing him/her to enter upon the property outside of the designated times.
- C. It shall be unlawful for any Solicitor, Peddler or Canvasser to engage in Soliciting, Peddling or Canvassing upon any premises or in any dwelling house, apartment or other residences after having been asked by the owner or occupant thereof to leave the premises or residence.
- D. It shall be unlawful for any Solicitor or Peddler to make more than one appearance for purposes of Soliciting or Peddling at the same residential premises for identical goods, services or contributions within any consecutive sixty (60) day period, without receiving prior permission therefore from the occupants of the premises. This provision shall be construed to include Solicitation and Peddling upon the same premises by employees, agents or other Persons acting on behalf of the same Person more than once during the aforesaid period without prior permission, as herein provided.
- E. It shall be unlawful for any Solicitor, Peddler or Canvasser to fail to provide at the request of the purchaser or donator, a written receipt for purchases or donations exceeding five dollars (\$5.00) in cash or tangible property, which receipts shall be signed by the Person making the sale or accepting the donation and shall set forth: (1) the brief description of the goods or services sold, the total purchase price thereof, amount of cash payment, if any, and the balance due and terms of payment or (2) for any donation or charitable Solicitation, a written receipt acknowledging that contribution and personally signed by the Person accepting the contribution.
- F. It shall be unlawful for any Solicitor, Peddler or Canvasser to fail at the outset to disclose to the prospective buyer, donor or canvasee his/her name and the name of the company, product or organization he/she represents.
- G. It shall be unlawful for any Solicitor, Peddler or Canvasser to make any assertion, representation or statement that misrepresents the purpose of his/her call or use any plan or scheme that misrepresents that purpose.
- H. It shall be unlawful for any Solicitor, Peddler or Canvasser to conduct his/her business in a way that would restrict or interfere with ingress or egress of the abutting property owner or tenant, increase traffic congestion or delay, or constitute a hazard to traffic, life or property or an obstruction to adequate access to fire, police or sanitation vehicles.
- I. It shall be unlawful for any Solicitor, Peddler or Canvasser who has: (1) been convicted of a felony, (2) been convicted of a misdemeanor or other violation of the laws of the United States or of any state or city of the United States, where that conviction was for an offense involving force, threat of force, theft, burglary, dishonesty, fraud, sexual misconduct or moral turpitude within the past seven (7)

years, or (3) been charged with a felony, misdemeanor or other violation of the laws of the United States or of any state or city of the United States and an arrest warrant has been issued therefore by the jurisdiction in which the crime is alleged and remains outstanding to Solicit, Peddle or Canvass within the City.

- J. It shall be unlawful for any person to Solicit, Peddle or Canvass or attempt to Solicit, Peddle or Canvass at a place of residence at any entrance other than the main entrance of the residence.
- K. It shall be unlawful for any Solicitor or Peddler to Solicit or Peddle or attempt to Solicit or Peddle without carrying upon their person a copy of the permit issued by the City authorizing Solicitation or Peddling and an identification badge or card as described in Section 610.030(J) of this Chapter.
- L. It shall be unlawful for any Solicitor or Peddler to Solicit or Peddle or attempt to Solicit or Peddle without carrying upon their person a state or federal government identification card, if the Solicitor or Peddler is legally able, by age, to obtain this form of identification.
- M. It shall be unlawful for any Solicitor, Peddler or Canvasser to Solicit, Peddle or Canvass at a residence the owner or occupant of which has signed on to the City's "no visit" list after the creation of the list, pursuant to Section 610.130 of this Chapter.
- N. It shall be unlawful for any Solicitor, Peddler or Canvasser to leave a Handbill attached to any sign, utility pole, transit shelter, tree, bridge, public building or appurtenance or other structure within the public right-of-way. No Handbill shall be attached to any privately owned property in a manner that causes damage to such property. No Handbill shall be left in a manner as to be blown away. No Handbill shall be left on premises that are temporarily or continuously uninhabited. No Handbill shall be placed upon any automobile or other vehicle. The City may remove and destroy any Handbills in violation of this Section.
- O. It shall be unlawful for any Solicitor or Peddler to use public property including but not limited to parks, streets, medians, sidewalks, parking lots, and other rights-of-way, for Soliciting or Peddling unless that use is part of a special event approved by the City.

**Section 610.130. "No Visit" List.**

The City Clerk shall maintain a list of persons and businesses, and their respective addresses within the City, that restrict visits to their properties by Peddlers, Solicitors, and Canvassers. The City Clerk may provide a form to assist residents and businesses, and this form may allow the applicant to select certain types of visits that the applicant finds acceptable while refusing permission to others. This "no visit" list shall be a public document, reproduced on the City's web site, and available for public inspection and copying. A copy of the "no visit" list shall be provided with the permit to each Peddler, Solicitor or Canvasser wishing to conduct business within the City, and it is the responsibility of Peddlers, Solicitors and Canvassers to be aware of the contents of the City's current "no visit" list for purposes of compliance with this Chapter.

**Section 610.140. Penalties.**

Any person who violates or causes to be violated any provisions of this Chapter or who gives information to the City Clerk in filing statements or reports required by this Chapter, which that person knows or should reasonably know to be false or incorrect, is guilty of a municipal offense and upon conviction thereof, shall be subject to penalties not exceeding a fine of five hundred dollars (\$500.00) and costs or imprisonment for a term not exceeding ninety (90) days, or both such fine and imprisonment. Each day of violation shall constitute a separate offense.

**SECTION 3.** That existing Chapter 605, Section 230 entitled "Schedule of License or Permit Fees" of the Municipal Code of the City of Parkville is amended to delete the following:

Canvassing agent for sale of rugs, clocks, kitchen utensils, household articles, musical instruments, wearing apparel \$40.00

Peddlers \$40.00

**SECTION 4.** That Chapter 800, entitled "General Provisions" of the Municipal Code of the City of Parkville, Missouri, is amended to read as follows:

**Chapter 800: Fee Ordinance.**

**Section 800.010. Schedule of Fees.**

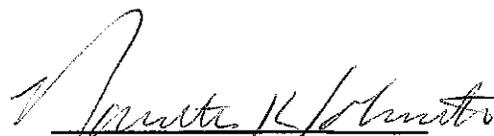
The Board of Aldermen may by resolution adopt or amend, from time to time, a Schedule of Fees. The Schedule of Fees shall have the power of law and shall be kept on file in the City Clerk's Office for public inspection.

**SECTION 5.** The repeal of any ordinance or parts of an ordinance by this Ordinance shall not have any effect on existing litigation and shall not operate as an abatement of any action or proceeding under or by virtue of the repealed ordinance.

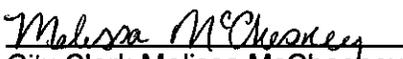
**SECTION 6.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, that decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Chapter shall stand notwithstanding the invalidity of any part.

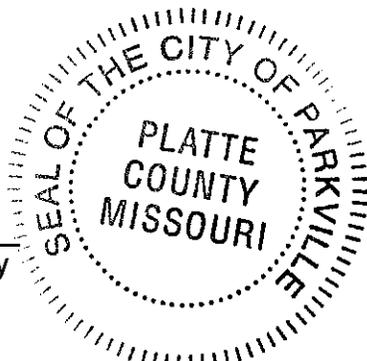
**SECTION 7.** This ordinance shall be effective upon adoption.

PASSED and APPROVED this 5<sup>th</sup> day of August 2014.

  
Mayor Nanette K. Johnston

ATTESTED:

  
City Clerk Melissa McChesney



## **CITY OF PARKVILLE**

### **Policy Report**

Date: July 29, 2014

Prepared By:  
Melissa McChesney  
City Clerk

Reviewed By:  
Lauren Palmer  
City Administrator

ISSUE:

Approve a resolution establishing a Schedule of Fees and setting the fee for the peddling and soliciting permit.

BACKGROUND:

Several sections of the Parkville Municipal Code authorize the collection of fees for various services provided to residents, along with ordinances that have not yet been codified. Because the fees are spread throughout most portions of the Code and can be hard to find, it is important to consolidate all the fees into a Schedule of Fees, which will be included by reference in the Municipal Code and on file in the City Clerk's Office. The number of Code updates will be reduced because fees will be replaced by resolution instead of amending the code. During the first round of updating all current fees, the portions of the code that adopted the original fees will be amended to reference the Schedule of Fees in Chapter 800.

The first fee established with the Schedule of Fees is for a solicitation and peddling permit. Staff suggests setting the fee at \$50 to cover the staff time associated with administering each permit.

BUDGET IMPACT:

There is no direct budget impact associated with adoption of the resolution. Additional revenues may be generated if the fee changes are approved.

ALTERNATIVES:

1. Approve the resolution.
2. Approve the resolution subject to changes to satisfy the desires of the Board of Aldermen.
3. Do not approve the resolution.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution No. 08-01-14 establishing a Schedule of Fees and setting each solicitation and peddling permit fee at \$50 for a term of 30 consecutive days.

POLICY:

Parkville Municipal Code Chapter 800 was created by Ordinance No. 2286 to help better communicate City fees.

SUGGESTED MOTION:

I move to approve Resolution No. 08-01-14 establishing the Schedule of Fees and setting each solicitation and peddling permit fee at \$50 for a term of 30 consecutive days.

ATTACHMENT:

1. Resolution No. 08-01-14
2. Schedule of Fees



**CITY OF PARKVILLE, MO.  
RESOLUTION No. 08-01-14**

**A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND APPROVING THE FEE  
FOR PEDDLER/SOLICITOR PERMITS**

WHEREAS, the City is authorized to assess and collect various fees and charges written into the Parkville Municipal Code, contained in uncodified ordinances, or passed by resolution; and

WHEREAS, the City finds that it is in the best interests of the City to consolidate the various fees and charges into a uniform Schedule of Fees that can be kept up to date as fees change by replacing entries as they are repealed or amended by resolution instead of amending the Parkville Municipal Code; and

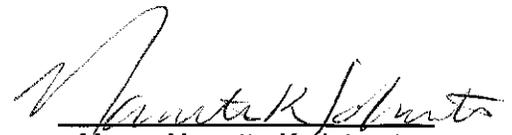
WHEREAS, on August 5, 2014, the City adopted an ordinance updating Parkville Municipal Code Chapter 610 related to peddlers, solicitors and canvassers; and

WHEREAS, Chapter 610 of the Parkville Municipal Code states that the fee for processing Solicitation and Peddling permit applications will be established in the Schedule of Fees in accordance with Section 800.010 of the Municipal Code.

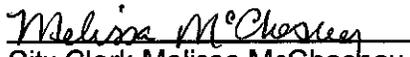
NOW THEREFORE, BE IT RESOLVED that the Board of Aldermen hereby creates and adopts the schedule of fees attached as Exhibit A and sets the Solicitation and Peddling permit fee at \$50.

IN TESTIMONY WHEREOF, I have hereunto set my hand, in the City of Parkville this 5<sup>th</sup> day of August 2014.



  
Mayor Nanette K. Johnston

ATTESTED:

  
City Clerk Melissa McChesney



City of Parkville  
Schedule of Fees

This schedule of fees consolidates all City fees and charges, adopted by resolution and ordinance, for the various services that the City provides.

**Peddlers, Solicitors and Canvassers**

Municipal Code 610

Soliciting and Peddling Permit (30 consecutive days)..... \$50

## **CITY OF PARKVILLE**

### **Policy Report**

Date: Thursday, July 31, 2014

Prepared By:  
Lauren Palmer  
City Administrator

Reviewed By:  
Sean Ackerson  
Assistant City Administrator/  
Community Development Director

ISSUE:

Approve an engineering design services agreement with TranSystems in the amount of \$26,434.27 for the Route 9 Downtown Entryway Sidewalk and Beautification Project

BACKGROUND:

On April 16, 2013, the Board of Aldermen approved a program agreement with the Missouri Department of Transportation (MODOT) for a transportation enhancement grant for improvements along Route 9. In general, the project involves sidewalk, street lighting, landscaping, and signage improvements from the White Aloe Bridge to the city limits, primarily focused at the entryway to downtown near the Train Depot and the entrance of Park University. The original timeline and budget for the project stated that design would be completed in-house and submitted to MODOT for approval by January 2014 with construction to begin in May 2014. Due to other priorities and workload, the project schedule was delayed. The contract for the topographical survey was awarded on March 25, 2014, and obligated completion within 30 days. However, the survey was completed late which delayed the start of design. Although some initial research and design work has been completed, staff is not yet ready to present design options with cost estimates for public and Board input.

In June, the City applied for and received a grant extension until December 31, 2014. Representatives from MODOT and the Mid-America Regional Council (MARC) confirmed that the City must submit Plans, Specification, and Estimate (PS&E) for MODOT approval by the December deadline. Construction may commence next spring in order to allow for better construction weather and the optimum planting cycle for vegetation. If necessary, MODOT committed to assisting the City with seeking a second grant extension from MARC, but emphasized that consideration is subject to reasonable progress policies.

In order to accelerate the project and ensure that the grant deadline is reached, staff recommends engaging an engineering design consultant to complete design, prepare construction/bid documents, and oversee construction inspection. Expertise is primarily needed to help develop design alternatives with associated cost and long-term maintenance estimates for Board of Aldermen review. Due to the compressed timeframe, staff utilized MODOT's Local Program Advisory Panel On-Call Consultant selection process to solicit competitive proposals. A Request for Qualifications (RFQ) was distributed to five pre-qualified firms who are on MODOT's On-Call list and have demonstrated commitment to the community through membership in the Parkville Economic Development Council and/or Platte County Economic Development Council.

Three proposals were received in response to the RFQ. A selection committee (comprised of Mayor Johnston; Sean Ackerson, Assistant City Administrator/Community Development Director; Tim Blakeslee, Assistant to the City Administrator; and Kirk Rome, Public Works Director) determined that the team of TranSystems and Ochsner, Hare & Hare is best qualified to provide the services. TranSystems demonstrated the best combination of capacity, related experience,

and references to complete the project objectives. The recommended agreement (required MODOT form) with the negotiated scope and fee is attached (see Attachment 1).

**BUDGET IMPACT:**

The \$135,000 grant is matched by \$10,000 from the City (Projects Fund) and \$35,000 from Magellan that was provided as a donation in lieu of landscaping/screening improvements as part of a 2011 conditional use permit for the fuel storage facility at 6699 River Park Drive. Therefore, the total construction budget is \$180,000. To date, \$4,175 has been spent for the survey and grant administration fee.

The proposed fee for the design component of the work is \$26,434.27. Due to grant restrictions, the City may not use either the grant or local match for this element of the work. Staff recommends spreading the impact as follows:

- *Projects Fund = \$5,000*  
The Projects Fund is the source for the City's original \$10,000 local match for this project. Since the Projects Fund does not have a regular revenue source other than transfers from other funds, it is considered dormant and was not budgeted in 2014. However, there is a remaining fund balance of approximately \$5,000 anticipated by year-end.
- *Fewson Fund = \$17,500*  
The City is entitled to approximately \$17,500 of earnings distributions for the years 2011 – 2014. Per the Fewson Fund Policy (Resolution No. 02-01-13), these earnings are to be used for capital projects that meet the criteria for a Fewson Project. The criteria allow design for projects such as urban trees in rights-of-way, memorials, and statues (entryway signage), so there may be elements of this project that meet the standards to justify Fewson funding. Use of Fewson funds would be subject to review and approval by the Board of Aldermen for compliance with the Fewson Fund Policy (see Attachment 2). The City will need to identify an element(s) of the project that can be branded to recognize the Fewson contribution.
- *General Fund = \$3,934.27*  
Staff recommends taking the remaining balance from the professional services line in the Administration Department (10-501-08-02-02). Approximately \$10,000 of capacity remains in this line item, and staff does not anticipate significant additional expenses this year. Funding was reserved in this line for consultant services related to the health insurance renewal and broker selection, but it does not appear at this time that those services will be needed in 2014. In addition, the General Fund is currently projected to close 2014 approximately \$80,000 ahead of budget.

Note: the project fee and budget does not currently include bidding or construction observation services. This work will be negotiated at a later date before construction commences and may be performed, in whole or part, in-house. MODOT has stated that the City may use a portion of the existing grant funds for construction observation if the work is not performed in-house. Doing so would reduce the funding available to implement the improvements. However, this is an option to help reduce the direct monetary impact on the City from using an outside firm to complete the project.

**ALTERNATIVES:**

1. Approve the engineering design services agreement with TranSystems in the amount of \$26,434.27.
2. Direct staff to renegotiate the scope and fee to meet the desires of the Board of Aldermen.
3. Reject the agreement and direct city staff to postpone other priorities to complete the project with in-house resources.
4. Reject the agreement and release the grant funds; defer the project indefinitely.
5. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends that the Board of Aldermen approve the engineering design services agreement with TranSystems in the amount of \$26,434.27.

FINANCE COMMITTEE RECOMMENDATION:

On July 28, 2014, the Finance Committee generally discussed the project and possible funding sources for the design contract. Due to time constraints, the final scope and fee was not yet available, so no formal action was taken. However, there was general consensus that the Projects Fund and the Fewson Fund were the preferred funding sources.

POLICY:

The Purchasing Policy (Resolution No. 02-01-13) requires the Board of Aldermen to approve expenses above \$10,000. The Fewson Fund Policy (Attachment 2) provides guidance on the use of proceeds for eligible projects.

SUGGESTED MOTION:

I move to approve an engineering design services contract with TranSystems for the Route 9 Downtown Entryway Improvements Project in the amount of \$26,434.27

ATTACHMENTS:

6. Agreement
7. Fewson Fund Policy

**SPONSOR:** City of Parkville, Missouri  
**LOCATION:** Route 9 – Parkville, Missouri  
**PROJECT:** Route 9 Downtown Entryway Sidewalk and Beautification Project  
**AWARD:** STP – 3301 (484)

*THIS CONTRACT* is between Parkville, Missouri, hereinafter referred to as the "Local Agency", and TranSystems Corporation (2400 Pershing Road, Suite 400, Kansas City, MO 64108), hereinafter referred to as the "Engineer".

*INASMUCH* as funds have been made available by the Federal Highway Administration through its Transportation Enhancement Program coordinated through the Missouri Department of Transportation, the Local Agency intends to make entryway improvements along Route 9 at the entryway to downtown Parkville and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

#### **ARTICLE I – SCOPE OF SERVICES**

Refer to Attachment A for the Scope of Service specific to this project.

#### **ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:**

- A DBE Goal: For this project, there is not a defined goal for percentage of services to be awarded to DBE firms. However, the City is interested in opportunities to include DBE services, to the extent possible.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 0% of the total services to be performed under this Agreement, by dollar value.

#### **ARTICLE III-ADDITIONAL SERVICES**

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

#### **ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY**

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;

- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project, if applicable.

#### **ARTICLE V - PERIOD OF SERVICE**

The Engineer will commence work immediately upon receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. PS&E Approval by MODOT shall be completed on or before December 31, 2014.
- B. Construction Phase shall be completed 120 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

#### **ARTICLE VI – STANDARDS**

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

#### **ARTICLE VII - COMPENSATION**

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$1,816.52, with a ceiling established for said design services in the amount of \$ 26,434.27, which amount shall not be exceeded.
- B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$ \_\_-0-\_\_\_\_\_, with a ceiling established for said inspection services in the amount of \$ \_\_-0-\_\_\_\_\_, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
  2. An amount estimated at 53.34% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
  3. An amount estimated at 97.27% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
  4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
  5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are approximate and will be used for interim billing purposes. Final payment will be based on the actual rates experienced during the period of performance, as indicated by the Engineer's accounting records, and as determined by final audit of the Engineer's records by MoDOT.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be

made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted monthly. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.

- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

#### **ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES**

The Engineer warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

#### **ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER**

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

<b>Sub-Consultant Name</b>	<b>Address</b>	<b>Services</b>
Ochsner Hare & Hare	1801 McGee St., Kansas City, MO 64108	Landscape Architecture

#### **ARTICLE X - PROFESSIONAL ENDORSEMENT**

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

## **ARTICLE XI - RETENTION OF RECORDS**

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

## **ARTICLE XII - OWNERSHIP OF DOCUMENTS**

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

## **ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT**

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.
- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.

E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.

1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
3. Any material contract breach by the Local Agency.

#### **ARTICLE XIV - DECISIONS UNDER THIS CONTRACT**

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

#### **ARTICLE XV - SUCCESSORS AND ASSIGNS**

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

#### **ARTICLE XVI - COMPLIANCE WITH LAWS**

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including Title VII of the Civil Rights Act of 1964 and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

#### **ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY**

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

#### **ARTICLE XVIII - NONDISCRIMINATION**

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with Title VII of the Civil Rights Act of 1964, as amended. More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either

by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

## **ARTICLE XIX – LOBBY CERTIFICATION**

**CERTIFICATION ON LOBBYING:** Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

## **ARTICLE XX – INSURANCE**

- A. The Engineer shall secure and maintain, at its expense, through the duration of this Agreement Commercial General Liability Insurance on an occurrence basis with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate coverage. Service Provider shall also secure and maintain Worker's Compensation and Employer's Liability Insurance, when applicable, at the limits required by state and/or federal law. The Local Agency will only accept coverage from an insurance carrier that offers proof that it:
1. Is licensed to do business in the State of Missouri;
  2. Carries a Best's policy holder rating of A or better; and
  3. Carries at least a Class X financial rating.
- B. Engineer shall furnish the Local Agency with a Certificate of Insurance on a standard ACORD form, indicating types of insurance, policy numbers, dates of commencement and expiration of policies and carriers. Engineer shall cause the Local Agency to be included as an Additional Insured, and shall require its insurer to provide the Local Agency with at least 30 days advance notice of cancellation. Engineer shall deliver to the Local Agency a copy of an Additional Insured Endorsement, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/13 or other carrier form) and a Notice of Cancellation Endorsement, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms. A copy of the Notice of Cancellation Endorsement and Additional Insured Endorsement must be furnished to the Local Agency prior to commencement of any services.

## **ARTICLE XXI - ATTACHMENTS**

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Breakdown of Overhead Rates

Attachment D - Certification Regarding Debarment, Suspension, and Other  
Responsibility Matters - Primary Covered Transactions.

Attachment E - Certification Regarding Debarment, Suspension, and Other  
Responsibility Matters - Lower Tier Covered Transactions.

Attachment F – DBE Contract Provisions

Attachment G – Fig. 136.4.15 Conflict of Interest Disclosure Form

Attachment H – Additional Terms and Conditions from the Local Agency

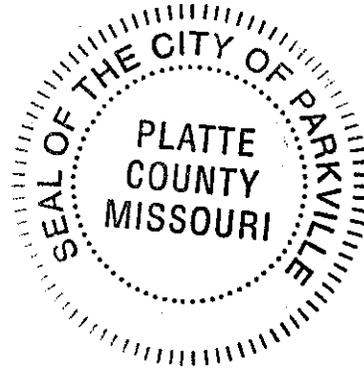
Executed by the Engineer this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Executed by the Local Agency this 5<sup>th</sup> day of August, 2014.

**FOR: City of Parkville, Missouri**

**BY:** *Nanette K. Johnston*  
Nanette K. Johnston  
Mayor

**ATTEST:** *Melissa McChesney*  
Melissa McChesney  
City Clerk



**FOR: TranSystems Corporation**

**BY:** *[Signature]*  
Assistant Vice President

**ATTEST:** *Fuh Wentufa*

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

*Melissa McChesney*  
City Clerk  
Melissa McChesney

## **ATTACHMENT A**

### **Parkville, Missouri – Route 9 Downtown Parkville Entryway Project STP-3301 (484)**

#### **SCOPE OF SERVICES**

##### **PROJECT DESCRIPTION:**

- 1) In general the project involves the following items:
  - a) Design of a sidewalk from the south side of Route 9 at the White Aloe bridge to improve pedestrian access to the historic train depot.
  - b) Street and/or pedestrian lighting of the new sidewalk and entryway.
  - c) Site landscaping.
  - d) Improvements to better separate pedestrian and vehicular space.
  - e) Entryway/wayfinding signage for vehicles and pedestrians.
- 2) The construction budget, including bidding and construction administration, is \$180,000, with the MoDOT funds capped at a maximum 75%, or \$135,000. The Consultant and the City will work together to maintain a reasonable construction budget, based on historic MoDOT unit bid cost averages.
- 3) Assist the City in making informed decisions on concept costs, maintenance impacts, and sound engineering principles.

#### **SCOPE OF SERVICES**

##### **TASK 1000 Environmental Permitting**

1. Obtain environmental permits and approvals necessary to construct the project under the following regulations:
  - a. Cultural Resources Coordination: Photograph site and submit a Section 106 Clearance Request Packet.
2. It is anticipated that MoDOT will complete the NEPA clearance documentation, and no other environmental permits will be required.

##### **TASK 1001 Data Gathering and Review**

1. Acquire RL Buford survey from the City, acquire city developed entry feature plan view concept, MoDOT right-of-way maps, and BNSF right-of-way maps.
2. Prepare project base map.

##### **TASK 1002 Concept Development**

1. Stakeholder Contact –
  - a. Park University - Conduct a conference call to discuss/confirm constraints based on property use, determine any proposed improvements in this area, and the university's general preferences on visual aesthetics. Discuss entryway sign and other improvements in general terms.
  - b. MoDOT – Conduct a conference call to discuss/confirm constraints based on property, MoDOT design and permitting requirements. Determine any proposed improvements in this area, including planned maintenance.
2. City Staff Meeting Preparation - Gather renderings and or photos from other projects to discuss with the City. These concepts will be within the anticipated construction budget, or will have options available to reduce their costs to get within budget.

3. City Staff Meeting - Meet with City staff to determine initial preferences of the project concepts. Discuss limits of improvements and other project constraints. Goal of the meeting is to determine a group of decision points/priorities for the Board of Alderman meeting.
  - a. Entryway/Wayfinding Sign – type and function
  - b. Lighting – type and function
  - c. Landscaping
  - d. Sidewalk Improvements
4. Board of Alderman and Public Input – Prepare graphics for a public hearing at a Board of Alderman meeting. General cost ranges of the elements will be included to assist the Board. Goal of the meeting is to prioritize project elements and provide visual preferences.
  - a. Facilitate discussion at a Board meeting.
5. Design Development – Based on the Board’s preferences, design the overall concept to the 30% stage and prepare a project construction cost estimate. Prepare one rendering or visualization of the proposed concept for City staff use.

**TASK 1003 PS&E Plans**

1. Prepare design and determine cost estimates for the project. Prepare an electronic PDF set of construction plans, including:
  - a. Cover Sheet
  - b. Quantity Sheet
  - c. Typical Sections Sheet
  - d. Plan Sheet (1"=40')
  - e. Site Grading Plan (No cross-sections)
  - f. ADA Ramps Plan (1"=10')
  - g. Landscaping Plan and Details
  - h. Entryway/Wayfinding Sign Plan and Details
  - i. Lighting Plan and Details
  - j. Erosion Control Plan and Details
  - k. Traffic Control (Standard Details – no project specific details)
2. Prepare a construction cost estimate.
3. Prepare project specifications. MoDOT contractual requirements and FHWA requirements to be used from the MoDOT EPG.
4. Submit plans and estimate to City and MoDOT electronically for a concurrent review.

**TASK 1004 Revise PS&E Plans**

1. Review MoDOT and City comments and revise the plans, specifications, and engineer’s estimate.
2. Submit plans and estimate to City and MoDOT electronically for a concurrent review.
3. Make minor revisions and provide bid documents for advertising and distribution by City.

∞ END OF DESIGN SCOPE ∞

## **PROJECT CONDITIONS**

- 1) Specifications and Standards
  - a. The City will prepare the front end documents for the contract and advertising.
  - b. All improvements on this project will be specified to meet MoDOT design criteria and the plans will be prepared per MoDOT LPA requirements and Missouri Standard Specifications for Highway Construction Guidelines.
- 2) General
  - a. All drawings will be prepared on standard 22" x 34" sheets.
  - b. All plan dimensions will be expressed in English units only.
  - c. Bid and construction sets (plans and specifications) will be distributed by the City.
- 3) Permitting
  - a. A Cultural Resource Pedestrian Survey is not included in this scope.
  - b. The Contractor will be responsible for complying with all requirements outlined in permits obtained from regulatory agencies.

## **Scope**

- 1) General
  - a. Permit fees for city, state, and federal permits will be paid directly by City.
  - b. The project will be bid as one set of plans at one construction bid letting.
- 2) Standards
  - a. No specific plan format or CAD workspace is required.
  - b. No MoDOT bridge/wall structure number submittals will be needed for this project.
- 3) Surveys
  - a. All surveys will be provided by the City.
- 4) Lighting
  - a. Street Lighting, Pedestrian Lighting or Decorative Lighting outside of the immediate project area is not included in this scope.

∞ END OF PROJECT CONDITIONS ∞

EXHIBIT B



BASIC DESIGN DUTIES

Route 9 Downtown Entryway Project

Parkville, Missouri

WORKFORCE AND FEE ESTIMATE

ESTIMATE OF HOURS

Team members shown on the right were used to estimate the fee. The actual personnel may vary.



TASK	#	Pr	PM	Eng	Eng	Tech	Insp	Eng	Eng	Sci	Surv	Surv	Tech	Crew	Cler	TOTAL
		E5	E4	E3	E2	T3	I4	E4	E3	SC2	S4	S3	T3	2M	C3	
1000	1		1		4										1	6
1002	1		2													2
1002	2		2		2	4										8
1002	3	1	2													3
1002	4		2		2	2									1	7
1002	5			1	4	4										9
1003	1		1	8	27	38										74
1003	2		2		2											4
1003	3			1	2										1	4
1003	4		1													1
1004	1		2		4	8										14
1004	2		1												1	2
1004	3			1	4	4										9
<b>10</b>		<b>1</b>	<b>16</b>	<b>11</b>	<b>51</b>	<b>60</b>									<b>4</b>	<b>143</b>
		<b>1</b>	<b>16</b>	<b>11</b>	<b>51</b>	<b>60</b>									<b>4</b>	<b>143</b>
		<b>1%</b>	<b>11%</b>	<b>8%</b>	<b>36%</b>	<b>42%</b>									<b>3%</b>	

EXHIBIT B



**BASIC DESIGN DUTIES**  
**Route 9 Downtown Entryway Project**  
**Parkville, Missouri**

**BASE ESTIMATE****Design and Detailing Effort :**

E5	1 hours @	\$88.90	=	\$88.90
E4	16 hours @	\$62.00	=	\$992.00
E3	11 hours @	\$44.00	=	\$484.00
E2	51 hours @	\$30.00	=	\$1,530.00
T3	60 hours @	\$30.00	=	\$1,800.00
C3	4 hours @	\$26.00	=	\$104.00

**Subtotal - Labor: \$4,998.90**

Payroll Overhead ( 53.34 %)  
 General and Admin. Overhead ( 97.27 %)

\$2,666.41  
 \$4,862.43

**Subtotal - Overhead: \$7,528.84**

**Total Labor & Overhead: \$12,527.74**

**14.5% Fixed Fee: \$1,816.52**

**Direct Costs**

Mileage:	160 miles @	\$	0.565	=	\$90.40
Printing for Submittals / Reproductions				=	\$0.00
Misc. Expenses (Delivery Services, etc.)				=	\$0.00

**Subtotal (Rounded) - Other Expenses : \$90.00**

**Subcontract Pass-Through Costs**

OH&H		=	\$12,000.00
		=	

**Subtotal - Subconsultants: \$12,000.00**

**TOTAL DESIGN PHASE FEE: \$26,434.27**

**Missouri Department of Transportation**  
*David B. Nichols, Director*

573.751.2551  
Fax: 573.751.6555  
1.888.ASK MODOT (275.6636)

June 18, 2013

Mr. Michael Steele  
Accounting Manager  
TranSystems Corporation  
2400 Pershing Road, Suite 400  
Kansas City, MO 64108

Dear Mr. Steele:

We have performed a cognizant review of the audit, and supporting working papers, of the Indirect Cost Rate of TranSystems Corporation for the year ended December 31, 2012 in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The audit was performed by the independent CPA firm, KPMG, LLP. The CPA represented that the audit was conducted in accordance with Government Auditing Standards as promulgated by the Comptroller General of the United States of America, and the audit was designed to determine that the indirect cost rates were established in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31. Our cognizant review was performed in accordance with the AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates.

In connection with our cognizant review, nothing came to our attention that caused us to believe the audit; supporting working papers for the Indirect Cost Rates; and the related Accountant's Reports did not conform in all material respects to the aforementioned regulations and auditing standards.

We recommend acceptance of the following rates:

Consolidated Overhead Rate, including premium overtime FCCM	148.52% .26%
Consolidated Overhead Rate, excluding premium overtime FCCM	149.77% .26%
Consolidated Overhead Rate, excluding premium overtime from the direct labor base and including premium overtime in overhead FCCM	150.61% .26%



Mr. Michael Steele

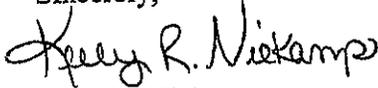
Page 2

June 18, 2013

For State of Missouri projects, the audited rates for 2012 are applicable for proposal preparation and adjustment of invoices for cost plus-fixed-fee contracts until the issuance of an audit report covering the year ended December 31, 2013. The 2012 rates may also be used as provisional 2013 overhead rates on current invoices.

If you have any questions, please contact Robert H. Mason at (573) 522-9578.

Sincerely,

A handwritten signature in cursive script that reads "Kelly R. Niekamp".

Kelly R. Niekamp  
Audit Manager

## ATTACHMENT D

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

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#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded

from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.

<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

#### **Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## ATTACHMENT E

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

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#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.  
<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Attachment F**  
**Disadvantage Business Enterprise Contract Provisions**

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

- A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.
- B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.
- C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.
- D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.
- E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).
- F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.
- G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.
- H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.
- I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other

organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that the following good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

**Attachment G – Fig. 136.4.15**  
**Conflict of Interest Disclosure Form for LPA/Consultants**  
Local Federal-aid Transportation Projects

**Firm Name (Consultant):** TranSystems Corporation

**Project Owner (LPA):** City of Parkville

**Project Name:** Route 9 Downtown Entry Sidewalk & Beautification Project

**Project Number:** P101140231

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

No real or potential conflicts of interest  
If no conflicts have been identified, complete and sign this form and submit to LPA

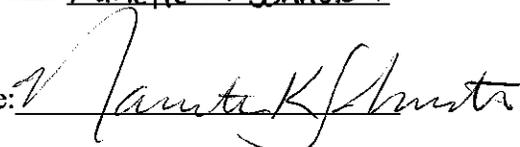
Real conflicts of interest or the potential for conflicts of interest  
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

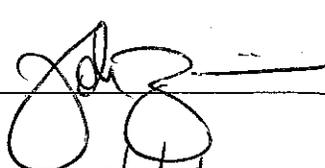
LPA

Consultant

Printed Name: Nanette K. Johnston

Printed Name: John W. Zimmermann

Signature: 

Signature: 

Date: August 5, 2014

Date: 8/1/14

## ATTACHMENT H

### ADDITIONAL TERMS AND CONDITIONS

1. Engineer shall exercise the same degree of care, skill, and diligence in the performance of the Scope of Services to the Local Agency that is ordinarily possessed and exercised by reasonable, prudent, and experienced professionals under similar circumstances.
2. Engineer represents it has all necessary licenses, permits, knowledge, and certifications required to perform the Scope of Services described herein.
3. Engineer shall indemnify, defend and hold harmless the Local Agency and its departments, elected officials, officers, employees and agents, from and against all liability, suits, actions, proceedings, judgments, claims, losses, damages, and injuries (including attorneys' fees and other expenses of litigation, arbitration, mediation or appeal), which in whole or in part arise out of or have been connected with Engineers' negligence, error, omission, recklessness, or wrongful or criminal conduct in the performance of the Scope of Services, including performance by Engineer's employees and agents; or arising from any claim for libel, slander, defamation, copyright infringement, invasion of privacy, piracy and/or plagiarism related to any materials related to materials Engineer creates or supplies to the Local Agency, except to the extent that such claims arise from materials created or supplied by the Local Agency.
4. Engineer's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Engineer whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.
5. Engineer's assignment of personnel to perform the Scope of Services shall be subject to the Local Agency's oversight and general guidance. The Local Agency reserves the right to request qualifications and/or reject service from any and all employees of the Engineer.
6. While upon Local Agency premises, the Engineer's employees and agents shall be subject to the Local Agency's rules and regulations respecting its property and the conduct of employees thereon.
7. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section:
  - A. Notices sent by Engineer shall be sent to:

City of Parkville  
Attn: City Administrator  
8880 Clark Ave.  
Parkville, MO 64152  
lpalmer@parkvillemo.gov
  - B. Notices sent by the Local Agency shall be sent to:

TranSystems Corporation  
Attn: John W. Zimmermann  
2400 Pershing, Suite 400  
Kansas City, MO 64108  
jwzimmermann@transystems.com
8. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
9. Engineer shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the Local

Agency thereto. Provided, however, that the claims for money by Engineer from the Local Agency under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Local Agency.

10. Engineer shall not be authorized to make statements to the media or otherwise on behalf of the Local Agency without express direction and consent of the Local Agency.
11. Engineer 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. Engineer therefore covenants that it will not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Scope of Services related to this Agreement, and that its employees are lawfully to work in the United States.
12. No member of the governing body of the Local Agency and no other officer, employee, or agent of the Local Agency 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 Engineer shall take appropriate steps to assure compliance.
13. Engineer covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Engineer further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
14. 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 Local Agreement and Engineer, and attached hereto.
15. 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.
16. 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.
17. The Scope of Services to be performed by the Engineer is intended solely for the benefit for the Local Agency. 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.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____																					
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Zurich American Insurance Company	16535	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :	
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INSURER D :																						
INSURER E :																						
INSURER F :																						
<b>INSURED</b> TRANSYSTEMS CORPORATION 1319432 2400 PERSHING RD., SUITE 400 KANSAS CITY MO 64108																						

**COVERAGES \*+ CERTIFICATE NUMBER: 13062914 REVISION NUMBER: XXXXXXXX**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>SEVERABILITY</b> <input checked="" type="checkbox"/> <b>CLAUSE</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	N	GLO3707153	10/1/2013	10/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> OCCUR CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC3707154	10/1/2013	10/1/2014	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 ROUTE 9 DOWNTOWN ENTRYWAY SIDEWALK AND BEAUTIFICATION PROJECT. THE LOCAL AGENCY IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AS REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER**

**CANCELLATION** See Attachments

13062914  CITY OF PARKVILLE ATTN: CITY ADMINISTRATOR 8880 CLARK AVE. PARKVILLE MO 64152	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
--	---

## **FEWSON FUND POLICY**

### **CITY OF PARKVILLE, MISSOURI**

**December 2013**

#### **INTRODUCTION**

In 1998, Parkville resident George W. Fewson left a portion of his estate in trust to the City of Parkville for the purpose of establishing a project fund. The will stipulated that earnings from the fund were to be distributed so that one-half of the earnings would be given to the City for "general projects of the City," which the City has interpreted to mean projects of a capital improvements nature. The remaining one-half was to be returned to the project fund principal. In 2010, in order to reduce administrative fees and eliminate income taxes on the fund's earnings, the trust was dissolved and the City assumed responsibility for the Fewson Fund as a governmental special revenue fund (Ord. No. 2534). The Fewson Fund funds or finances capital projects of the City of Parkville. The estimated value of the fund as of December 1, 2013, is \$572,935.

#### **POLICES:**

1. General Polices
  - a. The Board of Aldermen desires to respect the wishes of George W. Fewson by operating the Fund as outlined in this policy.
  - b. The fund's accounting period shall correspond with the City's accounting period, which is currently January 1 to December 31.
  - c. The assets of the fund shall never be intentionally reduced to less than \$525,000 plus accumulated earnings.
2. Fund Manager
  - a. A committee comprised of the Mayor, Chair of the Finance Committee, and the City Treasurer are designated as the Fund Manager.
  - b. The Fund Manager shall oversee the day-to-day operations through concurrence of a majority of the members of the Fund Manager.
  - c. The Fund Manager shall act in an advisory capacity to the Board of Aldermen.
  - d. Any single transaction that reduces the principal value of the Fund by more than 20 percent, and any loans made to the City or other disbursements for qualified Fewson Projects as described in Section 7, shall be approved by the Board of Aldermen upon recommendation of the Fund Manager.
  - e. An annual financial statement and report shall be prepared in February by the Fund Manager for the preceding year and shall include the fund balance at the beginning of the year; the increase or decrease in the fund assets during the year; the fund balance at the end of the year; the simple rate of return for that year based on the beginning fund balance; and an investment strategy for the coming year.

3. Earnings Distribution
  - a. In February of each year the Fund Manager will determine the earnings of the fund for the preceding year, and divide them as follows: (1) 50% of the earnings will be transferred to the City for capital projects and (2) 50% of the earnings will be retained by the fund for additional investment.
  - b. The City may only use its portion of earnings for acceptable projects as described in section 7, subject to approval by the Board of Aldermen.
4. Approved Investments
  - a. The booklet titled Investment Guidelines for Missouri Political Subdivisions, written by the State Treasurer's Office in 1998, and including any later editions of this booklet shall be the sole source of guidelines for determining what investments are appropriate for the Fund.
  - b. In addition to the investments found in those guidelines, the fund may loan money to the City in accordance with guidelines set forth in section 5.
5. Loans to the City of Parkville
  - a. The fund may make loans to the City in an aggregate amount not to exceed 67% of the fair market value of the fund. The proceeds of such loans shall be used exclusively for acceptable projects as described in Section 7.
  - b. The maximum term of any original loan shall be 48 months. Loans may be extended for one additional 24 month period. A fee of one-half of one percent of the loan balance at the time of extension shall be paid by the City to the Fewson Fund to purchase the 24 month extension.
  - c. The principal of the loan shall be repaid to the Fewson Fund in an amount equal to at least 5% of the original loan amount each quarter along with accrued interest. All remaining principal and accrued interest shall be payable to the Fewson Fund after 48 months, or 72 months if an extension has been purchased.
  - d. The interest rate that the City shall pay on such loans shall be equal to the Prime Lending Rate as published in the Wall Street Journal. Interest shall be accrued at this annual rate on the unpaid balance of the loan, and paid to the Fund each quarter along with principal as described above.
  - e. Rate adjustments shall be made annually on each loan on the anniversary date of the origination of the loan or extension. The adjustment will re-compute the annual interest rate as described above, which will then be the interest rate for the next four quarters of the loan.
  - f. Depending on the complexity of the project or financing, the Fund Manager may seek guidance from the City's bond counsel before recommending a loan to the Board of Aldermen.
6. Rate of Return Computation

- a. Both realized and unrealized gains and losses shall be included when computing the rate of return of the fund for any calendar year.
7. Fewson Projects
- a. A Fewson Project is an improvement in Parkville on public land, easements, rights-of-way, or private land that is leased for public use. A Fewson Project has an expected life of at least 10 years before substantial repairs or overhaul is anticipated. It is at least 50% funded through the earnings of the Fewson Fund that have been distributed to the City, or at least 50% funded through a loan to the City.
  - b. Proceeds from the Fewson Fund may only be used for construction, design, acquisition of land, or other purchases that are permanent to the Fewson Project. Equipment or materials that may be related to the Fewson Project but are not for the exclusive use of the Project are not appropriate for Fewson Fund proceeds.
  - c. If allowed by the Federal Emergency Management Agency (FEMA) or the U. S. Army Corps of Engineers (USACE), Fewson Projects can be built in floodways and floodplains.
  - d. A Fewson Project and its funding mechanism must be recommended for approval to the Board of Aldermen by the Fund Manager then approved by a majority vote of the Board of Aldermen. The Fund Manager should have the recommendation of Community Land and Recreation Board (CLARB) when appropriate.
  - e. A Fewson Project is limited to the following types of projects: acquisition of parkland, improvements to parks, urban trees in City rights-of-way, memorials, statues, and projects that improve the efficiency of city operations or quality of life for citizens.

## **CITY OF PARKVILLE**

### **Policy Report**

Date: July 29, 2014

Prepared By:  
Kirk Rome P.E.  
Public Works Director

Reviewed By:  
Lauren Palmer  
City Administrator

ISSUE:

Authorize final payment for the contract with the Judy Company for the reconstruction of the Brink-Myers Road retaining wall.

BACKGROUND:

On the morning of April 27, 2009, approximately one-hundred-fifty feet of the Brink-Myers Road retaining wall collapsed near the center and highest section of the wall. Several years of litigation followed. In the fall of 2012 Mark Campbell with RTE Technologies was contracted by the City to design repairs to the wall. In the summer of 2013 that design was completed and the project was put out to bid. Two bids were received, and the Judy Company was the low bidder at a total lump sum amount of \$1,162,066.12. City staff then met several times with the Judy Company to try and identify costs that could be reduced or "value engineered." Nine items were identified that could be done differently to save costs and not have a detrimental effect on the integrity of the reconstructed wall. This reduced the contract amount by \$110,387, for a new total contract amount of \$1,051,679.12.

During reconstruction of the wall the Judy Company hired Strick Surveyors to establish the lines and grades to assist in building the wall according to the plans and specifications from Mark Campbell. After the majority of the work was completed including; rebuilding the lower block portion of the wall, grading the soil on the upper portion of the wall, installing the rock anchors, and installing the reinforcing steel, the finish layer of shotcrete was placed on the upper portion of the wall. The shotcrete was placed, carved and stained by a subcontractor, Boulderscape. After Boulderscape finished its work, The Judy Company received an invoice that exceeded the shotcrete quantity by 28%. This amounted to an approximately \$76,500 overrun based on The Judy Company's bid price of \$38.26 per square foot. The Judy Company engaged Strick Surveyors to conduct a survey that verifies the additional quantity.

The City initially rejected this cost overrun for two reasons: (1) the City was not notified in advance so the additional quantity could be reviewed and approved through the change order process; and (2) the contract is for a lump sum fee, so the contractor is responsible for verification of all quantities and the assumption of risk for additional costs. However, The Judy Company argued that the shotcrete quantity in the bid documents was wrong, and there was no way to verify the true amount pre-construction. The project engineer, Mark Campbell, confirms that the contractor could not have practically verified the shotcrete estimate pre-bid.

The Judy Company agreed to reduce its total claim to \$1,070,000, or \$18,320.88 over the original contract price. Staff and the city attorney believe this is fair and equitable to cover an overrun in the shotcrete since the true quantity could not be verified pre-construction and the project benefitted from the additional quantity. Staff recommends authorizing the final payment on condition of a release signed by the Judy Company that waives future claims. If the Board of Aldermen has additional questions about the final payment amount or the negotiations to-date, a motion should be made to convene into executive session to discuss matters of attorney-client privilege pursuant to RSMo 610.021(1),

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**BUDGET IMPACT:**

This lump sum contract is \$1,055,179.12.\* To date, the City has paid \$1,048,179.12 toward the undisputed portion of the contract (which represents the contracted price minus \$7,000 for liquidated damages for late completion of the work). The proposed settlement amount of \$1,070,000 would require an additional payment of \$21,820.88. The original project contingency amount was estimated at \$52,584. The table below demonstrates the final project construction costs compared to the original estimate from last summer:

	Original (July 2013)	Proposed Final	%Change
Project Construction	\$1,051,679*	\$1,070,000	1.7%
Street and Curb Repairs	\$10,000	\$8,125	-18.8%
Easement	\$25,000	\$25,000	-
Construction Phase Engineering	\$25,000	\$33,323	33.3%
Construction Inspection	\$65,000	\$67,392	3.7%
Miscellaneous	\$10,000	\$5,368	-46.3%
Contingency	\$52,584.00	\$0	-100%
	\$1,239,263	\$1,209,208	-2.4%

*\*The Board of Aldermen authorized \$1,051,679 for the contract award on July 2, 2014. The contract was subsequently erroneously executed for \$1,055,179 due to a \$3,500 deduct that was not recorded.*

Adequate funds are available in the Brink Myers Retaining Wall Fund (96) for the proposed final payment to Judy Company. Currently the fund has a balance of \$104,566.23 with the unused portion intended to be returned to the General Fund upon final close out of the project as a reimbursement for prior legal expenses related to the wall collapse. If the final payment amount is approved, the Wall Fund will be closed and the General Fund will be reimbursed in the amount of \$82,745.35.

**STAFF RECOMMENDATION:**

The Judy Company reduced its initial request for final payment from \$1,106,332 to \$1,070,000 (\$18,320.88 above the approved contract amount and \$92,066 below the original bid amount). The project estimate included a contingency amount adequate to satisfy the additional expenses required to complete the reconstruction. Staff recommends authorizing final payment to the Judy Company in the amount of \$21,820.88 contingent upon receiving a final release and waiver.

**FINANCE COMMITTEE RECOMMENDATION:**

In a closed executive session held on July 28, 2014, pursuant to RSMo 610.021(1), the Finance Committee recommended this final payment to the Board of Aldermen by a vote of 4-0.

**SUGGESTED MOTION:**

I move to approve final payment to the Judy Company in the amount of \$21,820.88, for a total final contract amount of \$1,070,000, contingent upon receipt of a final release and waiver.

**POLICY:**

Per the Purchasing Policy (Resolution No. 02-01-13), the Board of Aldermen must approve all purchases above \$10,000 upon recommendation from the Finance Committee.

**ATTACHMENT:**

1. Release and Waiver
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## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made and entered as of this 29 day of July, 2014, by and among The Judy Company, ("Contractor"); and The City of Parkville Missouri ("Owner") (collectively hereinafter "the Parties").

### Recitals

A. The Judy Company as Contractor contracted to perform certain construction services for the Owner known as the Brinks-Myers Retaining Wall Reconstruction (the "Work").

B. Certain disputes have arisen between Owner and Contractor over payment to Contractor for extra work alleged to have been performed ("the Dispute").

C. The Parties wish now to fully resolve and compromise all disputes, claims, and potential claims between them and all subcontractors and suppliers, arising from or related to the Work and the Dispute, for the consideration and in accordance with the terms set forth in this Agreement, without admission of liability or fault and to avoid the uncertainties and expenses associated with litigation.

### Terms and Conditions

In consideration of the foregoing recitals, and of the mutual promises and agreements set forth herein, the adequacy of which is hereby expressly acknowledged, the Parties agree as follows:

1. **Payment by Owner:** In consideration for the release and discharge and other promises set out herein, the Owner agrees to pay to Contractor the sum of Twenty-One Thousand Eight Hundred Twenty Dollars and Eighty-Eights Cents (\$21,820.88) upon full execution of this Agreement.
2. **Definition of Claims:** As referred to in this Agreement, the term "Claims" includes any and all claims, actions, causes of action, agreements, debts, liabilities, damages, demands, judgments, proceedings, or suits of whatever name or nature, whether at law or in equity, presently asserted or unasserted, including those presently known and those unknown, whether or not concealed or hidden, which now exist or may hereafter exist, without regard to the subsequent discovery of additional facts, arising out of or in any way related to the Project and the Dispute.
3. **Release and Discharge by Contractor:** In exchange for the payment of the sum described in paragraph #1, above, the Contractor, on behalf of itself and on behalf of each of its employees, agents, attorneys, representatives, directors, officers, partners, affiliates, subsidiaries, parent companies, predecessors, successors, assigns, and insurers, hereby waives, releases, and forever discharges the Owner and its respective employees, agents, attorneys, representatives, directors, officers and assigns, from and against any and all

liabilities, claims, amounts, costs, warranties, injuries and damages including but not limited to any amounts claimed to be due to the Contractor for labor or materials supplied by Contractor either directly or through subcontractors and related in any manner whatsoever to the Work.

4. **Indemnification against future claims by others.** Contractor shall indemnify the Owner against any further liabilities, damages or costs from any claims from any subcontractor or supplier.
5. **Affirmation of Contractual Responsibilities.** Contractor acknowledges that by entering into this Settlement Agreement and Release, it is not being released from any contractual obligations, including warranties, that it would otherwise have with respect to the Work.
6. **Entire Agreement:** This Agreement constitutes the entire agreement of the Parties with respect to the matters set forth herein and shall not be modified or amended unless in writing signed by the Parties. The parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.
7. **Not an Admission:** This Agreement represents a compromise of disputed claims, and is not to be deemed or construed to be an admission of liability or the truth of any facts on the part of any person or party.
8. **No Other Claims:** The Parties represent through counsel that, at the time of executing this Agreement, they are unaware of any other claims, actions or causes of action other than those described or referenced herein.
9. **No Assignment:** The Parties represent and warrant that they have not assigned to any other person, and no other person is entitled to assert on their behalf, any claim against each other based on any matter, act, omission, transaction, occurrence, or event that has occurred or is alleged to have occurred up to the date of this Agreement.
10. **Not Subject to Rescission:** The Parties acknowledge and warrant that, except as stated here, no promises or inducements have been made or offered by the Parties for this Agreement and that this Agreement is executed by the Parties without reliance upon any other statements or representations made by the Parties concerning the nature or merits of any claims that they might have had against each other. The Parties acknowledge and understand that certain facts pertinent to this Agreement may hereafter prove to be other than or different from the facts now known by both of the Parties or believed by each of the Parties to be true. Both of the Parties hereby expressly accept and assume the risks of the facts proving to be so different, and both of the Parties agree that all terms of this Agreement, including but not limited to the provisions relating to payment and release, shall be in all respects effective and not subject to termination or rescission by any such difference of facts.

11. **Authority and Capacity to Execute:** The terms of this Agreement are contractual and the Parties represent and warrant that they possess the full and complete authority and capacity to covenant and agree as provided in this Agreement. Each Party affirms and represents that it has carefully read the Agreement, has fully reviewed its provisions with its attorneys if it desires to do so, understands its contents and has executed this Agreement, voluntarily, without duress, and with the advice of counsel if desired.
12. **Best Interests of Parties:** It is understood and agreed by and between the Parties that execution of this Agreement may affect rights and liabilities of substantial extent and degree. With the full understanding of that fact, and after full consultation with their respective attorneys, the Parties represent that the payments, releases and covenants and representations provided for in this Agreement are in their respective best interest.
13. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri without regard to conflicts of law principles. All remedies at law or in equity shall be available to the Parties to enforce this Agreement.
14. **Binding Effect:** This Agreement is binding upon the Parties and upon all persons or entities that may attempt to make a claim through the Parties including, but not limited to, any successors, assigns, employees, agents, or other representatives.
15. **Construction:** This Agreement has been arrived at after thorough bargaining and negotiations, with attorneys advising each Party. The language of this Agreement is a product of the mutual effort of the Parties. This Agreement shall be construed fairly as to all Parties; it shall not be construed for or against any party on the basis or the extent to which that party participated.
16. **Severability:** In the event that any one or more of the provisions or parts of a provision contained in the Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provisions or part of a provision of this Agreement, but this Agreement shall be reformed and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein, and such provision or part shall be reformed so it would be valid, legal and enforceable to the maximum extent permitted in such jurisdiction.
17. **Counterparts:** This document may be executed in any number of counterparts and at various times and at various places by the Parties. Each counterpart (including fax and photocopies) shall be deemed to be an original instrument, and together they shall constitute one agreement.
18. **Recitals and Captions:** The introductory factual recitals of this Agreement are an integral part hereof. The captions of the paragraphs of this Agreement are for convenience only, and shall not be construed as impacting the covenants, conditions, terms and provisions hereof.

Effective date: This 29 day of July ~~June~~ 2014.

**SETTLEMENT AGREEMENT AND RELEASE ACCEPTED:**

**The Judy Company**

Date: 7/29/14

By:  
Signature: 

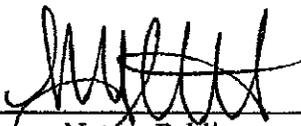
Name (Printed): Patrick Carr

Title: President

STATE OF Kansas  
COUNTY OF Wyandotte )<sup>ss</sup>

On this 29 day of July, 2014 before me, the undersigned Notary Public, personally appeared Patrick H. Carr of **The Judy Company** known to me to be the person who executed the foregoing instrument and acknowledged that she executed the same on behalf of said corporation as a free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

  
Notary Public

My Commission Expires:

08/26/2017

The City of Parkville Missouri

Date: August 5, 2014

By: Signature: Nanette K Johnston

Name (Printed): Nanette K. Johnston

Title: Mayor

STATE OF Missouri )  
COUNTY OF Platte ) ss

On this 5th day of August, 2014 before me, the undersigned Notary Public, personally appeared Nanette K. Johnston of The City of Parkville Missouri, known to me to be the person who executed the foregoing instrument and acknowledged that he executed the same on behalf of said company as a free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Melissa McClesney  
Notary Public

My Commission Expires:

9/9/2017



## **CITY OF PARKVILLE**

### **Policy Report**

Date: July 28, 2014

Prepared By:  
Kirk Rome P.E.  
Public Works Director

Reviewed By:  
Lauren Palmer  
City Administrator

#### ISSUE:

An ordinance employing Mr. William Thomsen as a full-time seasonal maintenance worker for the Parks Division of the Public Works Department.

#### BACKGROUND:

Staff recommends hiring Mr. Thomsen as a full-time seasonal maintenance worker assigned to the Parks Division of the Public Works Department. Based on an interview with Mr. Thomsen, staff recommends proceeding with this hire. This is one of three temporary positions that were added this year to support the additional maintenance responsibilities associated with Platte Landing Park. This new park is now open, and staff will also be assisting with maintenance of some of the new areas. Mr. Thomsen has passed a background check and drug screen.

#### BUDGET IMPACT:

This is a vacant position that is budgeted in 2014. The position is budgeted in the Parks Division (525) of the General Fund (10). This full-time, seasonal parks position has a pay rate of \$12.00 per hour, not to exceed 40 hours per week, without benefits and will end in October 2014.

#### ALTERNATIVES:

1. Approve the hiring ordinance for Mr. William Thomsen as a full-time, seasonal maintenance worker assigned to the Parks Division.
2. Do not approve the hiring of Mr. Thomsen.
3. Postpone this item.

#### STAFF RECOMMENDATION:

Approve the attached ordinance and hire William Thomsen as a full-time, seasonal maintenance worker assigned to the Parks Division of the Public Works Department.

#### POLICY:

The Board of Aldermen must approve all hiring by ordinance.

#### SUGGESTED MOTION:

I move that Bill No. 2800, an ordinance hiring William Thomsen as a full-time seasonal landscape maintenance worker for the City of Parkville be approved for first reading.

I move that Bill No. 2800 be approved on first reading and passed to second reading by title only.

I move that Bill No. 2800 be approved on second reading to become Ordinance No. \_\_\_\_.

#### ATTACHMENT:

1. Hiring ordinance
-

**AN ORDINANCE EMPLOYING WILLIAM THOMSEN AS A FULL-TIME, SEASONAL, LANDSCAPE MAINTENANCE WORKER FOR THE PARKS DIVISION OF THE PUBLIC WORKS DEPARTMENT.**

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

SECTION 1. That William Thomsen is hired as a full-time, seasonal, landscape maintenance worker for the Parks Division of the Public Works Department for 40 hours per week with compensation of \$12.00 per hour.

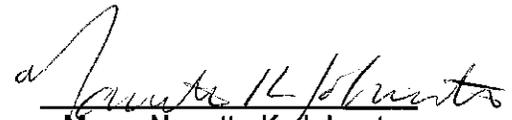
SECTION 2. That Mr. Thomsen shall be subject to the City's adopted personnel policy, as may be amended by the Board, and as a seasonal employee is not eligible for employee benefits.

SECTION 3. That Mr. Thomsen shall serve at the will of the Board and his employment may be terminated at any time with or without cause. This is a seasonal position that is anticipated to end in October 2014.

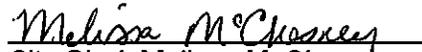
SECTION 4. This ordinance shall be effective upon passage and approval.

PASSED and APPROVED this 5<sup>th</sup> day of August, 2014.



  
Mayor Nanette K. Johnston

ATTESTED:

  
City Clerk Melissa McChesney

## **CITY OF PARKVILLE Policy Report**

Date: July 28, 2014

Prepared By:  
Kirk Rome P.E.  
Public Works Director

Reviewed By:  
Lauren Palmer  
City Administrator

### ISSUE:

An ordinance employing Mr. George Sarpong as a full-time seasonal maintenance worker for the Parks Division of the Public Works Department.

### BACKGROUND:

Staff recommends hiring Mr. Sarpong as a full-time seasonal maintenance worker assigned to the Parks Division of the Public Works Department. Based on an interview with Mr. Sarpong, staff recommends proceeding with this hire. This is one of three temporary positions that were added this year to support the additional maintenance responsibilities associated with Platte Landing Park. This new park is now open, and staff will also be assisting with maintenance of some of the new areas. Mr. Sarpong has passed a background check and drug screen.

### BUDGET IMPACT:

This will be a vacant position budgeted in 2014, created by the departure of Travis Phelan who will be going to work for another company starting August 5. Travis has however agreed to continue to help the Parks Department on the weekends for up to 8 hours per week, and staff does not anticipate this causing any budget issues as the current expenditure in this line item of approximately \$7,000 is far below the budgeted amount of \$30,000. The position is budgeted in the Parks Division (525) of the General Fund (10). This full-time, seasonal parks position has a pay rate of \$12.00 per hour not to exceed 40 hours per week without benefits and will end October 2014.

### ALTERNATIVES:

1. Approve the hiring ordinance for Mr. George Sarpong as a full-time, seasonal maintenance worker assigned to the Parks Division.
2. Do not approve the hiring of Mr. Sarpong.
3. Postpone this item.

### STAFF RECOMMENDATION:

Approve the ordinance employing George Sarpong as a full-time, seasonal maintenance worker assigned to the Parks Division of the Public Works Department.

### POLICY:

The Board of Aldermen must approve all hiring by ordinance.

### SUGGESTED MOTION:

I move that Bill No. 2801, an ordinance hiring George Sarpong as a full-time seasonal landscape maintenance worker for the City of Parkville be approved for first reading.

I move that Bill No. 2801 be approved on first reading and passed to second reading by title only.

I move that Bill No. 2801 be approved on second reading to become Ordinance No. \_\_\_\_\_.

### ATTACHMENT:

1. Hiring ordinance
-

**AN ORDINANCE EMPLOYING GEORGE SARPONG AS A FULL-TIME, SEASONAL, LANDSCAPE MAINTENANCE WORKER FOR THE PARKS DIVISION OF THE PUBLIC WORKS DEPARTMENT.**

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

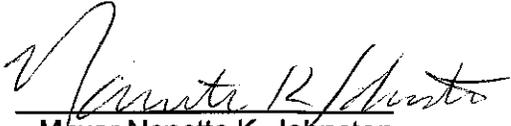
SECTION 1. That George Sarpong is hired as a full-time, seasonal, landscape maintenance worker for the Parks Division of the Public Works Department for 40 hours per week with compensation of \$12.00 per hour.

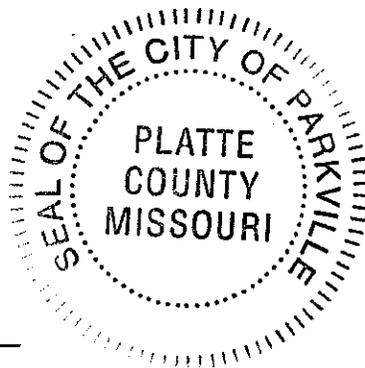
SECTION 2. That Mr. Sarpong shall be subject to the City's adopted personnel policy, as may be amended by the Board, and as a seasonal employee is not eligible for employee benefits.

SECTION 3. That Mr. Sarpong shall serve at the will of the Board and his employment may be terminated at any time with or without cause. This seasonal position is anticipated to end in October 2014.

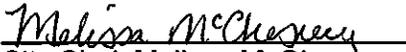
SECTION 4. This ordinance shall be effective upon passage and approval.

PASSED and APPROVED this 5<sup>th</sup> day of August, 2014.

  
Mayor Nanette K. Johnston



ATTESTED:

  
City Clerk Melissa McChesney

## **CITY OF PARKVILLE**

### **Policy Report**

Date: July 31, 2014

Prepared By:  
Kirk Rome P.E.  
Public Works Director

Reviewed By:  
Lauren Palmer  
City Administrator

ISSUE:

An ordinance adjusting the hourly rate of pay for Travis Phelan and Tiffany Falstich.

BACKGROUND:

On May 20, 2014, by Ordinance No. 2751, Travis Phelan was hired as a part-time seasonal landscape maintenance worker. On July 15, 2014, by Ordinance No. 2797, Tiffany Falstich was hired as a full-time seasonal landscape maintenance worker. Both employees work in the parks division of the Public Works Department and were hired at an hourly rate of \$11.50. Staff has had a difficult time recruiting and hiring for the seasonal parks positions this summer. Recently, two vacant positions were re-advertised as a starting hourly rate of \$12.00, which is more competitive compared to what neighboring communities offer. Separate action is recommended on the August 5, 2014, agenda to approve hiring two employees at the \$12.00 rate. To ensure equity among comparable employees, staff recommends adjusting the hourly rate for Mr. Phelan and Ms. Falstich to \$12.00.

BUDGET IMPACT:

These positions are budgeted in the Parks Division (525) of the General Fund (10). Due to staff vacancies this summer, there is adequate capacity in the budget to absorb the hourly rate increase for the remainder of the season (these positions expire in October).

ALTERNATIVES:

1. Approve an ordinance to adjust the pay rate from \$11.50 to \$12.00 per hour for seasonal landscape maintenance workers.
2. Reject the ordinance.
3. Postpone this item.

STAFF RECOMMENDATION:

Approve the attached ordinance and raise the hourly rate of pay to \$12.00 for Travis Phelan and Tiffany Falstich.

POLICY:

The Board of Aldermen must approve all salary adjustments by ordinance.

SUGGESTED MOTION:

I move that Bill No. 2802, an ordinance to set the hourly rate of pay at \$12.00 for Travis Phelan and Tiffany Falstich, be approved for first reading.

I move that Bill No. 2802 be approved on first reading and passed to second reading by title only.

I move that Bill No. 2802 be approved on second reading to become Ordinance No. \_\_\_\_\_.

ATTACHMENT:

1. Ordinance
-

**AN ORDINANCE RAISING THE RATE OF PAY FOR MR. TRAVIS PHELAN AND MS. TIFFANY FALSTICH, SEASONAL, LANDSCAPE MAINTENANCE WORKERS FOR THE PARKS DIVISION OF THE PUBLIC WORKS DEPARTMENT FROM \$11.50 PER HOUR TO \$12.00 PER HOUR.**

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

SECTION 1. That Mr. Travis Phelan and Ms. Tiffany Falstich who are currently employed as full-time, seasonal, landscape maintenance workers for the Parks Division of the Public Works Department will have their compensation increased from \$11.50 to \$12.00 per hour.

SECTION 2. That all other conditions of employment as established in Ordinance No. 2751 and Ordinance No. 2767 will remain the same.

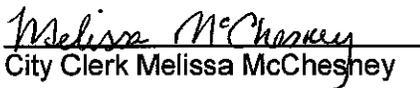
SECTION 3. This ordinance shall be effective upon passage and approval.

PASSED and APPROVED this 5<sup>th</sup> day of August, 2014.



  
Mayor Nanette K. Johnston

ATTESTED:

  
City Clerk Melissa McChesney