



***Prior to the meeting at 5:30 p.m., a closed session will be held regarding personnel matters pursuant to RSMo 610.021(3) and attorney-client matters pursuant to RSMo 610.021(1).***

**BOARD OF ALDERMEN**  
**AMENDED** Regular Meeting Agenda  
CITY OF PARKVILLE, MISSOURI  
Tuesday, October 4, 2016 7:00 pm  
City Hall Boardroom

**Next numbers: Bill No. 2890 / Ord. No. 2859**

**1. CALL TO ORDER**

- A. Roll Call
- B. Pledge of Allegiance

**2. CITIZEN INPUT**

**3. MAYOR'S REPORT**

**4. CONSENT AGENDA**

- A. Approve the minutes for the September 20, 2016, regular meeting
- B. Approve the minutes for the September 20, 2016, work session
- C. Receive and file the August sewer report
- D. Approve a retailer of intoxicating liquor in the original package with Sunday sales liquor license for Gomer's North located at 6298 NW Highway 9
- E. Approve a malt liquor by the drink liquor license for Missouri Wine Tasting Center located at 6298 NW Highway 9
- F. Approve the second reading of an ordinance to approve a professional services agreement with Spencer Fane, LLP for special legal counsel services on behalf of Platte County customers related to the Office of the Public Counsel appeal of the Missouri Public Service Commission rate determination for Missouri American Water Company
- G. Approve Amendment No. 1 to the Viking Field Use Agreement with the Parkville Vikings Football Club to address mosquito control treatment
- H. Approve accounts payable from September 17 to October 3, 2016

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

**5. ACTION AGENDA**

- A. Authorize staff to release the request for proposals for city attorney services (Administration)
- B. Approve a construction agreement with Pro Concrete Design, Inc. for the installation of the Tnemec flooring and epoxy wall coating for the English Landing Park Restroom Rehabilitation Project (Public Works)

- C. Approve the purchase of an Americans with Disabilities Act drinking fountain and dog bowl from Fry & Associates; approve a change order with GS Structural for the installation of the drinking fountain; and approve a change order with Action Concrete for the additional concrete sidewalk improvements for the English Landing Park Restroom Rehabilitation Project (Public Works)
- D. Approve a work authorization with Blue Nile Contractors for storm pipe lining on Oakdale Place and Pineridge Road (Public Works)

**6. STAFF UPDATES ON ACTIVITIES**

- A. Administration
  - 1. Eagle Carving Name Unveiling Ceremony
  - 2. Route 45 Phase C Groundbreaking Ceremony
- B. Community Development
  - 1. Zoning & Subdivision Regulations Open House No. 2
- C. Public Works
  - 1. Tree Resource Improvement and Maintenance (TRIM) Grant

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

**8. ADJOURN**

General Agenda Notes:

The agenda closed at noon on September 29, 2016. 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 vote of the Board of Aldermen. The deadline to submit your name for Citizen Input is noon on October 4, 2016.

**1. CALL TO ORDER**

A regular meeting of the Board of Aldermen was convened at 7:00 p.m. on Tuesday, September 20, 2016, at City Hall located at 8880 Clark Avenue, Parkville, and was called to order by Mayor Nanette K. Johnston. City Clerk Melissa McChesney called the roll as follows:

Ward 1 Alderman Diane Driver	- present
Ward 1 Alderman Tina Welch	- present
Ward 2 Alderman Jim Werner	- present
Ward 2 Alderman Dave Rittman	- present
Ward 3 Alderman Robert Lock	- absent with prior notice
Ward 3 Alderman Douglas Wylie	- 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
- Kevin Chrisman, Police Chief (joined meeting at 7:04 p.m.)
- Alysen Abel, Public Works Director
- Stephen Lachky, Community Development Director
- Matthew Chapman, Finance/Human Resources Director
- Tim Blakeslee, Assistant to the City Administrator
- 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**

**3. MAYOR'S REPORT**

Mayor Johnston noted that she would provide her mayor's report at the end of the meeting due to the length of her report.

**4. CONSENT AGENDA**

- A. Approve the minutes for the September 6, 2016, regular meeting
- B. Approve the minutes for the September 6, 2016, work session
- C. Receive and file the August Municipal Court report
- D. Receive and file the financial report for the month ending August 31, 2016
- E. Receive and file the crime statistics for January through July 2016
- F. Approve the second reading of an ordinance to repeal and replace Parkville Municipal Code Title IV, Chapter 471: Regulations Governing the Installation and Operation of Telecommunication Antennas and Towers. Case No. PZ16-12; City of Parkville, applicant
- G. Approve a resort liquor license for Swirl Wine Bar to be located at 5 Main Street
- H. Approve accounts payable from September 3 to September 16, 2016

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 BY ROLL CALL VOTE: PLUMB, WYLIE, WERNER, DRIVER, WELCH, RITTMAN AND SPORTSMAN. MOTION PASSED 7-0.

## 5. ACTION AGENDA

### A. Approve the first reading of an ordinance to approve a professional services agreement with Spencer Fane, LLP for special legal counsel services on behalf of Platte County customers related to the Office of the Public Counsel appeal of the Missouri Public Service Commission rate determination for Missouri American Water Company

City Administrator Lauren Palmer stated that in 2015 a rate case was filed with the Missouri Public Service Commission (MPSC) to consolidate water rates in various districts throughout the state. The City of Riverside hired an attorney and the City's Finance Committee approved \$10,000 to assist Riverside with the case. MPSC approved the consolidation which took effect in July 2016 and the average reduction for Platte County customers was 30 percent. Staff learned that the Office of Public Counsel, a state agency charged with looking out for the interest of residents from a statewide perspective, filed an appeal. The City of Riverside reached out to staff to continue the efforts in the appeal and asked that the City take the lead and Riverside would contribute funds to the efforts. Palmer noted that Joe Bednar, Spencer Fane LLP, estimated the maximum cost for legal counsel services would not exceed \$40,000. Riverside agreed to pay up to 25 percent or \$10,000. Palmer said that as part of the discussion on September 12, the Finance Committee directed staff to draft a letter signed by the Riverside and Parkville mayors making a formal appeal to Platte County to assist in the funding since 39 percent of the customers lived in unincorporated areas of the county.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO APPROVE BILL NO. 2887, AN ORDINANCE ENGAGING SPENCER FANE, LLP TO FILE AN INTERVENTION ON BEHALF OF PLATTE COUNTY CUSTOMERS IN THE OFFICE OF THE PUBLIC COUNSEL APPEAL OF THE MISSOURI PUBLIC SERVICE COMMISSION RATE DETERMINATION FOR MISSOURI AMERICAN WATER COMPANY, ON FIRST READING AND POSTPONE SECOND READING TO OCTOBER 4, 2016, SUBJECT TO THE FOLLOWING CONDITIONS: FINAL REVIEW AND APPROVAL OF THE DRAFT LEGAL SERVICES AGREEMENT BY THE CITY ATTORNEY; AND COSTS OF THE ENGAGEMENT ARE CAPPED AT \$40,000 WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE CITY OF PARKVILLE IN ACCORDANCE WITH THE PURCHASING POLICY; AND THE CITY OF RIVERSIDE COMMITS TO REIMBURSE PARKVILLE FOR 25 PERCENT OF ITS COSTS UP TO \$10,000; AND A FORMAL APPEAL IS MADE TO PLATTE COUNTY TO REQUEST PARTICIPATION IN THE COSTS OF THIS ENGAGEMENT. ALL AYES, MOTION PASSED 7-0.

### B. Adopt an ordinance to rezone two parcels containing approximately 1.09 acres generally located at 10530 Highway FF from County "PI" Planned Industrial District to City "R-2" Single-Family Residential District – Case No. PZ16-02F; Missouri American Water, applicant

Community Development Director Stephen Lachky said that a public hearing was held by the Board of Aldermen on September 6 and annexation of two parcels was approved. Lachky added that when a property is annexed into the city it kept the county zoning until it was rezoned by the city. Building permits could not be issued until the property was rezoned to a city district.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO APPROVE BILL NO. 2888, AN ORDINANCE APPROVING THE REZONING OF TWO PARCELS CONTAINING 1.09 ACRES, MORE OR LESS, GENERALLY LOCATED AT 10530 HIGHWAY FF, PARKVILLE, MO FROM COUNTY "PI" PLANNED INDUSTRIAL DISTRICT TO "R-2" SINGLE-FAMILY RESIDENTIAL DISTRICT, ON FIRST READING. ALL AYES, MOTION PASSED 7-0.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO APPROVE BILL NO. 2888 ON SECOND READING TO BECOME

ORDINANCE NO. 2857. ALL AYES BY ROLL CALL VOTE: PLUMB, WYLIE, WERNER, DRIVER, WELCH, RITTMAN AND SPORTSMAN. MOTION PASSED 7-0.

**C. Adopt an ordinance approving the Parkville Plant Subdivision, Final Plat – Case No. PZ16-02C; Missouri American Water, applicant**

Community Development Director Stephen Lachky stated that the request was to replat ten acres into a single parcel. Staff reviewed the request against the Parkville Municipal Code and verified that the plat met subdivision regulations and did not affect new or existing easements

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO APPROVE BILL NO. 2889, AN ORDINANCE **APPROVING THE PARKVILLE PLANT SUBDIVISION, FINAL PLAT, A SUBDIVISION IN THE CITY OF PARKVILLE, PLATTE COUNTY, MISSOURI, ON FIRST READING. ALL AYES, MOTION PASSED 7-0.**

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO APPROVE BILL NO. 2889 ON SECOND READING TO BECOME ORDINANCE NO. 2858. ALL AYES BY ROLL CALL VOTE: PLUMB, WYLIE, WERNER, DRIVER, WELCH, RITTMAN AND SPORTSMAN. MOTION PASSED 7-0.

**D. Approve a final site plan/development plan for a drinking water treatment plant at 10550 NW Highway FF in a City “R-2” Single-Family Residential District on property totaling approximately 11.10 acres – Case No. PZ16-02G; Missouri American Water Company, applicant**

Community Development Director Stephen Lachky stated that the Planning and Zoning Commission held a public hearing in June to review the initial site plan. Missouri American Water presented a revised plan at the August meeting which was approved by the Commission. Lachky provided an overview of key highlights of the plan that addressed screening of dumpsters, the locations of fire hydrants and the landscape and lighting plans. Concerns voiced by the Planning and Zoning Commission included the noise from travel on the gravel roads, the location for future expansion and how the lighting would affect residents of River Hills Estates, which were all addressed in the final site plan/development plan presented to the Board.

Ken Stecher, Missouri American Water, provided an overview of the security measures on the plant property that included cameras, motion sensors and card readers on the gates.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO **APPROVE THE FINAL SITE PLAN/DEVELOPMENT PLAN FOR A DRINKING WATER TREATMENT PLANT AT 10550 NW FF HIGHWAY, PARKVILLE, MO, SUBJECT TO CONDITIONS AS LISTED IN THE POLICY REPORT. ALL AYES, MOTION PASSED 7-0.**

**E. Approve a construction agreement with Westland Construction, Inc. for the 2016 Downtown Sewer Repairs**

Public Works Director Alysén Abel explained that the Sanitary Sewer Phase 3 program included repairs of existing pipe with cured-in-place pipe and manhole repairs downtown. She noted that the Main Street Sanitary Sewer Realignment project was originally programmed in the 2017 Capital Improvement Program but due to the severity of the pipes found during routine cleaning the Board authorized staff to start the project in 2016. A work authorization with North Hills Engineering was approved on June 15 for design and project management. Staff decided that, because of the similar nature of the projects, the manhole repairs and Main Street realignment projects could be combined in the hopes of receiving better pricing. The combined projects were titled the 2016 Downtown Sewer Repairs Project.

Abel stated that a bid opening was held on September 8 and five bids were received. Because the City did not have prior experience with the low bidder, staff reached out to references and received favorable feedback about the contractor.

Abel provided an overview of the budget, noting that because of the bid received from the low bidder Westland Construction, there was a project savings of \$138,000. She added that the policy report stated that the City used Emergency Reserve Funds to cover unexpected sewer expenses; however, the City only used Sewer Fund working capital to cover the costs; a copy of the revised policy report appended hereto as Exhibit A. Abel said that the savings could help to increase the Sewer Fund or to address issues that occurred at the wastewater treatment facility.

**IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO APPROVE A CONSTRUCTION AGREEMENT WITH WESTLAND CONSTRUCTION, INC. FOR THE 2016 DOWNTOWN SEWER REPAIRS IN THE AMOUNT OF \$117,000. ALL AYES, MOTION PASSED 7-0.**

**F. Approve or reject the alternate slate of nominations for the Parkville Old Towne Market Community Improvement District through June 2020**

City Clerk Melissa McChesney stated that the City received the slate of nominations from the Parkville Old Towne Market Community Improvement District (POTMCID) and the Board rejected the slate at its September 6 meeting. The City sent a rejection letter via certified mail to the POTMCID stating the reasons for rejection of the slate. An alternate slate was submitted by the POTMCID and received by the City on September 16.

Mayor Johnston stated that she did not recommend approval of the slate because a name was not submitted due to a vacancy from the closing of a POTMCID member's business and therefor the member was no longer eligible to serve. In addition, she echoed comments made at the last Board meeting about the appointment of Tom Hutsler, noting that her comments were relevant to his serving on a community improvement district board. Alderman Werner agreed with the mayor's comments and did not support approval of the slate.

**IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO REJECT THE ALTERNATE SLATE OF NOMINATIONS FOR THE PARKVILLE OLD TOWNE MARKET COMMUNITY IMPROVEMENT DISTRICT APPOINTMENTS THROUGH JUNE 2020 FOR THE FOLLOWING REASONS: THE BUSINESS OF A MEMBER CLOSED AND THEREFORE WAS NO LONGER ELIGIBLE TO SERVE, LEAVING A VACANCY FOR WHICH A NAME WAS NOT SUBMITTED; AND THE APPOINTMENT OF TOM HUSTLER. ALL AYES, MOTION PASSED 7-0.**

City Administrator Lauren Palmer noted that Ordinance No. 2264 allowed the mayor to reject the slate without approval of the Board of Aldermen. Mayor Johnston received consensus from the Board that if no substantial changes were submitted in alternate slates for the POTMCID she would be allowed to reject the slate.

**6. STAFF UPDATES ON ACTIVITIES**

**A. Administration**

**1. Parks Master Plan Update**

Assistant to the City Administrator Tim Blakeslee provided an update to the Parks Master Plan Update, noting that the draft of the final plan would be presented to the Community Land and Recreation Board in October, followed by approval of the Board. The consultants held meetings with focus groups, two public input sessions and multiple steering committee meetings.

**2. Friends of Parkville Parks Field Grant**

Assistant to the City Administrator Tim Blakeslee provided an update to the Friends of Parkville Parks (FOPP) grant funds for park improvements, noting that the City applied for funding. FOPP supplied the City with two projects, a field project and a new picnic shelter in the park. The projects would be vetted by the Community Land and Recreation Board and the Board of Aldermen. Alderman Driver noted the amount for the two grants totaled \$25,000.

**3. Quarterly Town-Gown Meetings**

City Administrator Lauren Palmer stated that at the strategic planning retreat Park University provost Dr. Gunderson spoke and provided updates about the university. She noted that quarterly meetings would be held to discuss town-gown relations.

**B. Community Development**

**1. Zoning Code Update**

Community Development Director Stephen Lachky provided an update on the zoning code update, noting that the consultants presented three issue papers to the steering committee. The draft proposed consolidating the Code into eleven chapters and consolidating many of the zoning districts. Staff received the draft and would present it to the steering committee in October. Lachky added that a second open house would be scheduled in late October or early November and the update would be completed in October.

**2. Missouri Moves Cost Share Program**

Community Development Director Stephen Lachky provided an update on the Missouri Moves Cost Share Program, noting that staff learned that Governor Nixon cut the cost share funds. In June the Board approved a resolution authorizing staff to apply for funding for transportation improvements along Route 9 to leverage a portion of the committed funding as a 50 percent match for the Mid-America Regional Council grants. Because of the cuts the program was suspended.

**C. Public Works**

**1. English Landing Park Restroom**

Public Works Director Alysen Abel provided an update on the English Landing Park restroom rehabilitation project, noting that the electrical work was substantially complete pending final inspections. The carpenter and plumber met with staff for a preconstruction meeting to discuss the schedule and ensure the City had enough time to complete the projects before the November 1 deadline for the Platte County Outreach Grant. Because the drinking fountain with the dog bowl was a higher cost than anticipated it was removed from the contract by change order. Staff researched the option of purchasing the fountain and received a quote from the carpenter for installation if the City provided the materials. Abel added that staff would look into adding the fountain back into the project.

Abel said that that the carpenter recommended that the City purchase the Tnemec flooring from the supplier because it was outside his area of expertise. The carpenter would sandblast the walls, diamond grind the flooring and install epoxy paint to help lock out odors. Staff would prepare an agenda item for the October 4 Board meeting. Abel noted that WSKF Architects did not charge the City for their work on the rehabilitation project for the restrooms.

Alderman Sportsman brought up an unrelated topic that was discussed at the September Community Land and Recreation Board (CLARB) meeting regarding the Missouri American Water Well No. 5 in Platte Landing Park. CLARB urged staff to talk with Missouri American

Water about making the new well more aesthetically appealing. Assistant to the City Administrator Tim Blakeslee responded that he spoke with Missouri American Water and they were willing to include a stipulation in the agreement to address their concerns.

Alderman Wylie asked staff about the water main break in Kansas City, Missouri and City Administrator Lauren Palmer noted that none of the properties in Parkville were affected.

## **2. Fall Clean Up**

Public Works Director Alysén Abel provided an update on the fall clean up events, noting that the Fall Clean Up was scheduled for October 8, curbside pickup would be on October 10 and the extended yard waste drop off would be held from October 10 through November 4.

Alderman Wylie requested information on the status of the railroad right-of-way for the extension of the trail in English Landing Park. Assistant to the City Administrator Tim Blakeslee said staff was waiting on a second document from Burlington Northern Santa Fe Railroad before the project could proceed.

## **7. COMMITTEE REPORTS AND MISCELLANEOUS ITEMS FROM THE BOARD**

Mayor Johnston stated that during the strategic planning session held in July she planned to start increasing communication to the Board and providing an overview of projects she was working on. She said she participated in the Metro Mayor's Caucus and attended the Parkville Economic Development Council Board of Directors Executive Committee meeting, the Main Street Parkville Association monthly meeting and the Northland Chamber of Commerce meeting. Johnston stated that she met with Kelly Martin, a local civic leader who served on the Missouri Transportation Finance Board, and they discussed a pot of money that was available to loan to municipalities for transportation projects; Mr. Martin suggested that the Route 9 improvements would be a good project for Parkville.

Johnston said that she was in contact with Missouri American Water to discuss the water issues in Parkville and testified at the Missouri Public Service Commission hearing. In addition, she met with Kansas City Power and Light regarding the power outages and replacing the city's street lights with Light Emitting Diode (LED) lighting; with Marsha VanDever with the Parkville Chamber of Commerce to discuss changing the City's membership to a different package; attended wetland restoration meetings for several years and invited Alderman Sportsman to attend the last meeting; had the first quarterly meeting with Dr. Gunderson, Park University, and discussed the mining operations; and attended a meeting with the Route 9 Community Improvement District group and noted she felt good about the level of support.

Other events Johnston attended included the Parkville in Art reception and announced the City's purchase award winning painting during Parkville Days; Final Fridays; a joint luncheon with the Parkville Economic Development Council; Parkville Chamber of Commerce annual membership luncheon; Mid-Continent Public Library luncheon; Chamber After Hours; grand opening of the healthy living clinic at the Mosaic Life Center; the Norrington Hall rededication; was part of the Parkville Days parade; spoke at a convocation at Park University and served on the legislative panel at the Parkville, Riverside and Platte City chamber event.

Johnston added that she met with Alderman Welch to discuss the creation of a public arts commission and was working to set a date with the Missouri Arts Council; with Todd DeMint, Meyers Funeral Chapel; introduced city staff to Prodigy Baseball Academy owners who wanted to construct new baseball fields and temporary practice fields in Platte Landing Park and noted that Alderman Sportsman joined the discussions.

Johnston requested feedback from the Board regarding the construction of a Veteran's memorial. She noted that she was working with the local Veterans of Foreign Wars (VFW) organization but was not sure if the project had merit to investigate further. City Administrator Lauren Palmer said it was a

topic as part of the Parks Master Plan Update and Johnston shared her concerns about it being in a floodplain. Alderman Rittman agreed to be included in future discussions.

## **8. EXECUTIVE SESSION**

### **A. Attorney-client matters pursuant to RSMo 610.021(1)**

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO **ENTER INTO EXECUTIVE SESSION TO DISCUSS ATTORNEY-CLIENT MATTERS PURSUANT TO RSMO 610.021(1)**. ALL AYES BY ROLL CALL VOTE: PLUMB, WYLIE, WERNER, DRIVER, WELCH, RITTMAN AND SPORTSMAN. MOTION PASSED 7-0.

The Board entered the executive session at 8:13 p.m. At 8:15 p.m., the Board reconvened in open session.

*Clerks Note: The minutes from the executive session are on file with the City Clerk.*

Mayor Johnston announced that a motion was made during executive session. Pursuant to RSMo 610.021(1), any minutes, vote or settlement agreement relating to legal actions shall be made public upon final disposition of the matter voted upon or upon the signing by the parties of the settlement agreement. Therefore, the vote and settlement agreement shall become public record upon receipt of the signatures required in the agreement.

## **9. ADJOURN**

Mayor Johnston declared the meeting adjourned at 8:15 p.m.

The minutes for Tuesday, September 20, 2016, having been read and considered by the Board of Aldermen, and having been found to be correct as written, were approved on this the fourth day of October 2016.

Submitted by:

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City Clerk Melissa McChesney

Mayor Nanette K. Johnston opened the work session at 5:30 p.m. on September 20, 2016, at City Hall located at 8880 Clark Avenue, Parkville. In attendance were aldermen Greg Plumb, Douglas Wylie, Jim Werner, Diane Driver, Tina Welch, Dave Rittman and Marc Sportsman.

The following staff was also present:

Lauren Palmer, City Administrator  
Stephen Lachky, Community Development Director  
Tim Blakeslee, Assistant to the City Administrator  
Melissa McChesney, City Clerk

## **1. GENERAL AGENDA**

### **A. Receive a report from Kansas City Power & Light regarding mitigation strategies for recurring power outages in Parkville**

Mayor Johnston stated that she and City staff had several meetings with representatives of Kansas City Power and Light (KCP&L) to go through several solutions that might solve the power outage problems in Parkville.

Alderman Plumb joined the meeting at 5:32 p.m.

Janet Waddell, Communications Business Manager, thanked the City for working with KCP&L and thanked the residents and customers who communicated the issues that helped them determine the full impact of the outages.

Scott Heidtbrink, Chief Operating Officer, provided a history of KCP&L and said it was ranked number one for reliability, power quality and service. He noted that KCP&L covered a large service area and when pockets of service went out they worked to resolve the issue quickly. He added that power outages are inevitable but KCP&L worked to try to reduce the frequency of outages and the amount of time to solve the problem.

Andy Alexander, Central Design Supervisor, provided a history of the power outages in Parkville. He noted that KCP&L started seeing issues in February or March and saw a big spike in outages during the summer. The issue was with the circuits that fed the south side of Riss Lake to downtown to Park University that had locked up nine times – four were related to trees, four were related to material failures and one was caused by KCP&L but was resolved in 11 minutes. He stated that a more intensive cycle was planned to kick off during the winter; the Worst Performing Circuit Program would be implemented to look for problem circuits. Alexander noted that what was unique about the event two weeks prior was that a tree, located 50 feet from the pole line, fell on a power line and KCP&L would not have touched the tree because it did not encroach over the line.

Alexander provided an overview of the Lateral Improvement Program that would proactively look at outage statistics to target the company's efforts. After talking with City staff KCP&L determined the problems in the Bluffs subdivision had been assigned to replace three or four poles and all the wires to start the following week.

Discussion from the Board focused on the reasons an underground feeder could fail and Alexander responded that all feeders were tied to overhead lines and outages could be caused by lightning, the age of a cable or a failure in a splice. Another question raised was whether KCP&L had capacity planned for growth and Alexander responded that the planning and engineering departments were looking at growth trends and gathered information over the summer to see where the loads were and how they grew. There were no immediate issues but they had ideas for the future for additional circuits.

Alexander said that power for the northern part of Riss Lake was fed from a different source and

no issues were found with the circuits. A revised design was created to bring in a full feeder capacity cable to the southern edge of the new apartment development on Klamm Road. He noted KCP&L could not prevent trees from falling on the lines but would have a plan in place to return electricity to residents in the least amount of time. The timing of the project was dependent on the apartment development. Discussion focused on the impact to property owners in Riss Lake with the removal and trimming of trees to add the feeder line.

Alexander provided an overview of a new technology that included an ultrasound at each pole to listen to the insulators and equipment to look for micro arcing and tracking on the equipment. The new technology would let everyone see the fault and when the system opened, closed or picked up so KCP&L could fix the issue. The new technology would be available in 2018.

Alexander provided an overview of a project along Highway 9 due to a property issue with the poles and lines and the biggest concerns were access to the lines because of the large forest south of the Riss Lake dam. City Administrator Lauren Palmer added that staff was aware of the tough terrain, water drainage issues, the creeks and the cost and complication of the project and noted there might be some ways to improve access.

Alderman Plumb asked if there was an opportunity to make changes with the proposed improvements of Highway 9 and Alexander responded that it was on their radar and KCP&L was willing to partner any way they could.

Mayor Johnston opened the floor to public comments and questions.

Herb Johnson, 8325 Harbour Place, stated that his home was near the location of the tree that fell on August 31 and shared his concerns about overhead power lines. He said he would like to see them moved underground. Alexander responded that there were a variety of issues with buried power lines, including rock, access, manholes in the streets and concerns with digging into the dam. The construction standard was overhead lines.

Kelly Seymour, 8021 Park Ridge Drive, said the problem began in 2011 when residents experienced an outage that lasted for more than two days. She wanted to make sure that KCP&L was aware that a loss of electricity in Riss Lake caused a loss of water to the grinder pumps. She asked if residents could be given priority for future outages due to health concerns (example: dialysis machine) and Alexander responded that KCP&L was aware of the grinder pump issue and it was one reason why the issue showed up on their radar in February. He said that when events happen they prioritize by what is affected by the entire circuit and subsets, including hospitals, water and sewer plants, and other critical infrastructure. He said he would discuss the grinder pump issue with KCP&L.

Brian Gordon, 8126 Walnut Way, asked about the failure rate of other grids and Alexander responded that the information was not readily available. He also asked why KCP&L was trying to continue running power through the forest near Highway 9 and not through the existing road. Alexander responded that underground power lines were not as affected by storms and small issues, but they could still experience some power outages.

Mike Green, 8004 Parkridge Drive, referenced the blue line circuit in the map provided in the agenda packet and asked if the power went out along the circuit because there is not a backup source. Alexander responded that KCP&L did not have the capacity on other circuits but planned to tie it to the red line on the map to bring the power back quicker. The blue line tied to the downtown area but outages were dependent on where the problem was located. Green asked about the breaker to be installed on Highway 9 to help keep power on in Riss Lake. Alexander said that the parts were ordered and would be installed in the fourth quarter of 2016.

Judy Timmerman, 7905 Parkview Drive, explained that she attended on behalf of the General Motors plant in Kansas City, Kansas, that was impacted by the power outages and clarified that

the outages also impacted the industrial areas in Riverside. Alexander responded that the issue impacted areas farther south on Highway 9 and there were alternate feeds in place. He added that the additional feed into Riss Lake would improve reliability. He would follow up with Ms. Timmerman to address her issue.

Bill Bowling, 8011 Agron, stated that the sump pumps in residences were also affected by power outages and asked when the liability for damages from KCP&L would be initiated. Alexander responded that KCP&L had a damage claim process but outages in liability terms were not covered.

Brent Seymour, 8021 Parkridge Drive, asked if there was a systematic reason why some residents had power while others did not and Alexander responded that there was not a reason and that underground feeder exits were installed when a breaker box was installed.

Lovell Hollaway, 5701 N. Coveview Court, said his concern included poor customer service and he requested a specific date of delivery. Alexander responded that he understood the concerns and did not have the data to respond to the date of delivery. Teams from all disciplines in the company were working to find a solution. He added that he was contacted and responded to 24 residents in Riss Lake and explained the issues.

Connor Blinzler, 8211 Harbour Place, asked if there was a failsafe to keep electricity on when a tree fell around the Riss Lake Meadows area and Alexander responded that KCP&L planned to install a breaker and set another one to isolate the downtown business district. He noted that the problem was with getting access for a truck with the equipment and the new smart grid applications would be implemented in 2018 to allow KCP&L the ability to fix issues in multiple pieces in multiple directions.

Patricia Tate, 8821 Sleepy Hollow, asked why the line was built the way it was. Alexander said the plan was agreed to with the developer and since the initial installation the terrain had changed, but he did not work with the developer himself so he was unsure. Challenges included the dam, wet seasons and the trees and rocky terrain.

Brian Gordon returned to the podium and asked if KCP&L had considered a package to offer a compensation arrangement for residents to purchase generators to use during power outages. Alexander replied that the company did not have this service but he would pass the information on to KCP&L. The company wanted a more long-term resolution to the power outage issue.

Herb Johnson returned to the podium and thanked the City for removing a dead tree in Riss Lake that was within five feet of the power lines.

Bill Bowling returned to the podium and suggested that KCP&L look into battery power or a connection to the grinder pumps to provide backup electricity during an outage.

Janet Waddell thanked the Board and City staff for the invitation and the residents for their questions. She noted that KCP&L would be sending out mailings to update residents on the progress of the plans presented.

The work session ended at 6:55 p.m.

The work session minutes for September 20, 2016, having been read and considered by the Board of Aldermen, and having been found to be correct as written, were approved on this the fourth day of October 2016.

Submitted by:

---

City Clerk Melissa McChesney

## OPERATIONS REPORT – PARKVILLE DIVISION

August 2016

### OPERATING DIVISIONS

#### MISSOURI

Atchison County  
Wholesale Water  
Commission

Bonne Terre  
Boonville  
Bowling Green  
Buchanan County #1  
Cameron  
Cape Girardeau  
Craig  
Carroll County #1  
Clay County #6  
East Central Missouri  
Water & Sewer  
Authority

Elsberry  
Fayette  
Franklin County #1  
Franklin County #3  
Henry County  
Water Company

Henry County #3  
Lake Ozark/  
Osage Beach

Lincoln County #1  
Neosho  
Nevada  
Parkville  
Phelps County #2  
Platte County #C-1  
Ralls County #1  
Russellville  
St. Charles County #2  
Ste. Genevieve  
Sedalia  
Versailles

IOWA  
Maquoketa

TENNESSEE  
Dyersburg Welcome  
Center

### Waste Water Treatment Plant Operations

- 11.65” of precipitation fell during the month.
- The plant performed well this month with 99.5% removal efficiency for B.O.D. and 98.5% for TSS.
- An average of 529,710 gallons of wastewater was treated each day.

### Waste Water Laboratory Analysis

- Staff performed 404 recorded lab tests.
- The following samples were delivered to Keystone Labs for analysis: Oil & Grease (5), NH<sub>3</sub>-N (5).
- Monthly and daily laboratory equipment maintenance and calibrations were performed according to manufacturers’ guidelines.
- On 8/30/16 the Oil & Grease test results was 20 mg/L. The daily maximum is 15 mg/L. Per MDNR regulations the results have been reported by letter to MDNR.

### Waste Water Treatment Plant Maintenance

- Staff cleaned east and west clarifiers.
- LDO basins probes 1a, 1b, 2a, and 2b were cleaned.
- Routine preventative maintenance was done in accordance with all manufacturer recommendations and logged on the computer.
- Mid-America Pump performed annual preventative maintenance on both pumps at 45 Pump Station.
- FTC installed new a blower pump for Aeration Basin #2 and is it back in service.
- Staff stained deck at the effluent outfall.
- Genesis Construction Services completed the construction of the new storage building and will be addressing several punch list items.
- Staff cleaned the UV bulbs and channel.
- There was a crack in the light intensity sensor on UV module #1. It was replaced with a new sensor that was on hand at the plant.
- Independent Electric performed annual inspection on the cranes.
- During cleaning of the UV channel staff discovered that the polyurethane coating in the channel had an air bubble. Mega Industries was notified and will address the issue when the disinfection season ends at the end of October. This issue is covered by the warranty.

## **OPERATIONS REPORT – PARKVILLE DIVISION**

### **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 continues to monitor pressure gauge on force main at River Chase subdivision three times per week.
- Staff performed 5 sewer inspections, 4 in Cider Mill Ridge and 1 in Riss Lake subdivision.
- Staff has had several alarms at Pinecrest pump station due to KCP&L power outages in the Riss Lake area. None of these events has resulted in an SSO. Power was usually out for about an hour.

### **Collection System Maintenance**

- Each pump station was checked on every Monday, Wednesday, and Friday.
- Independent Electric performed annual inspections on the cranes at McAfee pump station.
- Staff responded to loss of power alarm at 45 pump station. It was determined that there was no power outage and the alarm was due to the main board on the Mission Control unit had failed. A new board was ordered and will be installed by FTC when it arrives.
- Staff reported a Sanitary Sewer Overflow at 5854 Spinnaker Point in Riss Lake subdivision. This involved digging up the street to locate the break in the line. Once the break was exposed, it was determined that there was a crack in the service line connecting to a 2" force main. H&H Septic made the repair. An estimated 1,200 gallons of sewage was leaked from the main. The SSO event was reported to the City and DNR in accordance with State procedures.

### **Bio-solids**

- Staff did not apply sludge during the month.

### **Safety**

- 8/30/16: Lockout/Tagout.
- Staff painted safety strips on the stairs at the WWTF.

### **Recommendations**

- Nothing at this time.

## OPERATIONS REPORT – PARKVILLE DIVISION

### Loading

Hydraulic	529,710 gallons per day
Organic	502 mg/L of BOD <sub>5</sub> per day

### NPDES Effluent Permit Parameters

Parameter	Monthly Average	Permit Limit
pH	6.7 Min. and 7.3 Max	6.5 - 9.0
TSS	3.00 mg/L	30 mg/L
BOD <sub>5</sub>	1 mg/L	25 mg/L
NH <sub>3</sub> -N	0.25 mg/L	1.7 mg/L
O & G	8.0 mg/L	10.0 mg/L
Fecal Coliform	3.89 #/100mL	400 #/100mL

### Removal Efficiency

Parameter	Monthly Average	Permit Limit
Organic	99.5 %	85 %
Solids	98.5 %	85 %

### Biosolids

	Report Period	Year to Date
Quantity Applied	14.0 dry tons	20.6 dry tons
Acres Applied	10 acres	20 acres



OPERATIONAL CONTROL PARAMETERS												
DATE	AB #1					AB#2					SLUDGE DRY TONS	WEATHER
	PH UNITS	TEMP. °C	DO mg/l	MLSS mg/l	Settled Solids	PH UNITS	TEMP. °C	DO mg/l	MLSS mg/l	Settled Solids		
1	6.5	23.3	1.1	4590	730	6.4	23.5	4.3	4540	640		O
2	6.5	23.9	1.3	4670	790	6.4	24.0	4.2	4430	580		O
3	6.5	24.1	0.8	4350	660	6.4	24.2	4.0	4420	690		C
4	6.5	24.3	0.6	4410	650	6.4	24.5	3.9	4250	600		PC
5	6.5	24.5	1.1	4870	870	6.4	24.6	3.6	4260	600		O
6	6.5	24.2	1.1	4510	670	6.4	24.4	4.0	4360	620		PC
7	6.4	24.2	0.9	4170	750	6.3	24.5	3.3	4720	680		O
8	6.4	24.3	1.2	4440	770	6.4	24.2	3.6	4320	700		O
9	6.6	20.0	0.6	4430	740	6.5	24.3	3.6	4260	740		PC
10	6.6	24.1	0.3	4570	790	6.6	24.5	3.6	4380	700		PC
11	6.5	24.7	0.3	4510	780	6.5	24.5	3.5	4670	820		C
12	6.5	24.9	0.3	4340	780	6.5	24.8	3.3	4290	660		R
13	6.5	24.7	0.3	3820	760	6.5	24.2	3.8	4160	670		C
14	6.6	23.9	1.6	4130	760	6.4	23.8	3.4	4440	700		O
15	6.6	24.2	0.4	4210	780	6.5	24.1	2.9	4420	750		O
16	6.5	24.2	0.3	4190	750	6.4	24.4	3.1	4360	750		C
17	6.5	24.2	0.4	4200	770	6.4	23.9	2.5	4440	710		C
18	6.5	24.1	0.3	4050	740	6.4	24.2	3.0	4490	760		PC
19	6.5	24.4	0.4	4080	800	6.4	24.4	3.1	4300	750		O
20	6.5	24.5	1.6	4270	790	6.4	24.3	3.2	4140	800		R
21	6.6	23.7	1.2	4200	770	6.5	23.7	1.8	4330	770		C
22	6.7	23.5	0.4	4270	820	6.6	23.8	2.1	4160	730		PC
23	6.5	23.8	0.4	4540	790	6.5	23.7	2.1	4310	740		O
24	6.5	23.9	0.2	4660	800	6.5	24.0	2.5	4000	790		PC
25	6.7	23.7	0.3	4020	810	6.7	23.7	4.3	4340	860		O
26	6.7	23.6	0.3	4660	900	6.6	23.7	5.3	4750	900		R
27	6.7	23.1	1.5	3600	700	7.0	23.8	6.0	4050	900		PC
28	6.5	24.0	0.6	3860	700	6.6	24.1	5.9	4080	690		C
29	6.9	23.0	1.6	3330	590	7.0	23.1	5.8	3240	750		C
30	6.9	23.2	0.4	4050	790	7.0	23.2	6.0	4280	1000		PC
31	7.0	22.7	1.6	3330	560	7.0	23.0	6.7	3820	1000		O

1. Fill out one copy of report each month and mail in monthly for each treatment facility.
2. Mail one copy of report to the appropriate DNR regional office as noted in your permit and keep one copy in your files.
3. Reports must be signed by whoever performed tests and by an appropriate official.
4. In the weather column, use the following symbols: R-rain, S-snow, C-clear, P.C.-partly cloudy and O-overcast.
5. Use grab sample for pH, Temp. and D.O. Use grab samples for all operational control test.
6. Use 24 hr. composite (proportional) samples for B.O.D. 5, and Suspended Solids tests unless NPDES permit indicates otherwise. Use "Standard Methods" or an approved equal for all parameters.
7. Treatment plant flow measurements may be made on either influent or effluent. Lagoon influent flow measurements need be only at the time of composite sampling of the influent. All tests must be performed in accordance with NPDES Permit Conditions and Operational Control Regulation 10.CSR.20-9.010. Review your permit for specific requirements.
8. Unusual conditions, significantly affecting operations must be reported immediately to the Department of Natural Resources.
9. Representative sludge samples should be taken either before entering digesters and/or holding tanks or after removal from digesters or holding tanks.

Tests Performed by: Michael Taylor <i>Michael Taylor</i>	Title: Operator 1	Phone #: 816-891-0003	Date: 09-22-16
Report Approved by: C. Richard Wilson <i>Christopher Wilson</i>	Title: Local Manager	Phone #: 816-891-0003	Date: 9-22-16

## **CITY OF PARKVILLE**

### **Policy Report**

Date: Monday, September 26, 2016

Prepared By:  
Melissa McChesney  
City Clerk

Reviewed By:  
Tim Blakeslee  
Assistant to the City Administrator

ISSUE:

Approve a retailer of intoxicating liquor in the original package with Sunday sales liquor license for Gomer's Northland Fine Wine & Spirits located at 6298 NW Highway 9.

BACKGROUND:

Per Parkville Municipal Code Chapter 600, all liquor license applications must be approved by the Board of Aldermen. On September 26, 2016, a liquor license application was submitted by J.B. Wines & Spirits II, LLC, new owners of Gomer's North, located at 6298 NW Highway 9. Liquor licenses are not transferable to new owners and as a result the new owners of Gomer's North must submit a new liquor license application. Per Parkville Municipal Code Section 600.070, Gomer's qualifies for the retailer of intoxicating liquor in the original package with Sunday sales liquor license.

The City Clerk will provide an approval letter to the business which will be submitted to the Missouri Division of Alcohol and Tobacco Control for its Missouri liquor license. A copy of the City's approval letter will be on file in the City Clerk's Office.

BUDGET IMPACT:

The annual fee for this type of liquor license is \$450 and will be coded as revenue in the General Fund.

ALTERNATIVES:

1. Approve the retailer of intoxicating liquor in the original package with Sunday sales liquor license for Gomer's Northland Fine Wine & Spirits.
2. Deny the liquor license.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approving a retailer of intoxicating liquor in the original package with Sunday sales liquor license for Gomer's Northland Fine Wine & Spirits located at 6298 NW Highway 9.

POLICY:

Parkville Municipal Code Section 600.140 states that only the Board of Aldermen may approve an application for a liquor license.

SUGGESTED MOTION:

I move to approve a retailer of intoxicating liquor in the original package with Sunday sales liquor license for Gomer's North located at 6298 NW Highway 9.

ATTACHMENT:

1. Liquor License Application



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

APPLICATION TO SELL LIQUOR IN PARKVILLE, MISSOURI
(Parkville Municipal Code Chapter 600)

For period June 1, 2016 to May 31, 2017
Current year Next year

Date of Application: 9/23/16

SECTION 1.

- 1. Name of Business: Gomers North
2. Type of Business: Retail Liquor
3. Street address where liquor is to be sold: 6298 Missouri Highway 9, Parkville, MO 64152
4. Is this location within 300 feet of a church or school?: Yes No [checked]
5. Mailing Address: 8155 Westlake Drive, Parkville, MO 64152
6. Phone No. of Business: (816) 389-9496 Fax No. of Business:
7. Name of Managing Officer (principal applicant): James Probst
8. Name(s) of any partner(s) in this business (attach separate sheet if necessary):
James Probst
John A Probst III
9. Name(s) and residence address(es) of any other person(s) having financial interest in this business or partnership (attach separate sheet if necessary):
James Probst- 8155 Westlake Drive, Parkville, MO 64152
John A Probst III- 7021 N Hardesty, Kansas City, MO 64119
10. If corporation, give name of corporation, date of incorporation, state in which incorporated, and names and addresses of all stockholders who hold ten percent (10%) or more of the capital stock (attach separate sheet if necessary):
J.B. Wines & Spirits II, LLC- 07/15/2016 Missouri
James Probst- 80% / John A Probst III- 20%
11. Name(s) and residence address(es) of any other person(s) having financial interest in the building to be used for liquor sales:
CDP93, LLC (Landlord) - James Probst -100%

**SECTION 3. LICENSE FOR WHICH APPLICATION IS BEING MADE**

(Please choose the license for which application is being made.)

1.  **Microbrewer: \$375**  
*Based on annual production of at least 500 barrels, at a fee of \$7.50 per hundred barrels. If, at the end of the license year, the microbrewery has produced less than 500 barrels, the City shall refund \$7.50 for every hundred barrels under that number. A fraction of one hundred barrels produced shall be counted as one hundred barrels. It allows production of beer and malt liquor of no more than 10,000 barrels per year in Zones I-1, I-2 or I-3 only. Holder of this license must also have a resort liquor license (RSMo 311.195)*
2.  **Retailer of malt liquor in the original package: \$75**  
*Allows sale of malt liquor in original package for consumption off premises. LIMITED to drug stores, cigar/ tobacco stores, confectioneries, delicatessens, grocery or general merchandise stores with stock having at-cost value of at least \$1,000. (RSMo 311.200) Limit of one per every 2,000 residents.*
3.  **Retailer of malt liquor by the drink: \$52.50**  
*Allows sale of malt liquor/ light wine by drink for consumption on premises, sale of malt liquor/ light wine in original package for consumption off premises. (RSMo 311.200)*
4.  **Retailer of intoxicating liquor in original package: \$150**       **Sunday Sales: additional \$300**  
*Allows sale of intoxicating liquor, malt liquor in original package for consumption off premises. LIMITED to drug stores, cigar/ tobacco stores, confectioneries, delicatessens, grocery or general merchandise stores having at-cost value of at least \$1,000. (RSMo 311.200, 311.293). Limit two per every 1,000 residents.* \$270
5.  **Resort license (RSMo 311.095): \$450**       **Sunday Sales: additional \$300**  
*Allows sale of intoxicating liquor by drink for consumption on premises of a "resort," sale of intoxicating liquor in original package for consumption off premises, sale of malt liquor by drink for consumption on premises, sale of malt liquor in original package for consumption off premises.*  
**5a. Temporary resort license: \$93.75 for 3 months/ Sunday sales: additional \$75 for 3 months**  
*Allows 3-month resort license, based on projection of sales. For all new restaurants.*
6.  **Malt liquor/ light wine sale-by-drink permit (no more than 7 days): \$37.50**  
*Allows sale of light wine and malt liquor for consumption off premises where sold between 10:00 a.m. and midnight (11:00 a.m. to midnight on Sundays) or requested date(s) of sale. LIMITED to church, school, civic, service, fraternal, veterans, political, or charitable club or organization for picnic, bazaar, fair, festival or similar gathering or event. (RSMo 311.482)*
7.  **Boat or Vessel, Intoxicating liquor by drink for consumption: \$450**  
*Authorizes sale of intoxicating liquor by the drink at retail for consumption on the premises of any boat or other vessel licensed by the United States Coast Guard to carry one hundred (100) or more passengers for hire on navigable waters in or adjacent to this State, which has a regular place or mooring in Parkville, Missouri. NOTE: Does not include riverboat gambling boats. (RSMo 311.090)*
8.  **Intoxicating liquor by drink for consumption on premises - including Sunday Sales: No fee**  
*Authorizes sale of liquor by drink at retail for consumption on premises. LIMITED to charitable, fraternal, religious, service or veterans' organization with 501(c) exemption. (RSMo 311.090)*
9.  **Wholesaler: \$375 RSMo 311.180 (9)**
10.  **Caterer: \$15 per day; requires separate caterer's permit.**
11.  **Tasting Permit: \$37.50**  
*Authorizes any winery, distiller, manufacturer, wholesaler or brewer or designated employee to provide distilled spirits, wine, or malt beverage samples off a licensed premises provided no sales transactions take place or on any temporary licensed retail premises. (RSMo 311.294)*
12.  **Retailer intoxicating liquor by the drink limited to distillers: \$375**  
*LIMITED to a distiller whose manufacturing establishment is located within the City and allows for the sale of intoxicating liquor by the drink at retail for consumption on the premises where sold provided the licensed premises is in close proximity to the distillery.*

**SECTION 4. AFFIDAVIT OF PRINCIPAL APPLICANT**

I hereby affirm that I am and shall continue to be actively engaged for the period of the license for which application is made in the actual control and management of the premises for which liquor license is sought. I am at least 21 years of age. I am of good moral character. I am qualified to hold an alcoholic beverage license in the State of Missouri. I have never been convicted, since the ratification of the 21st Amendment of the Constitution of the United States, of a violation of the provisions of any law applicable to the manufacturer or sale of alcoholic beverages. I have never had a dealer's license revoked. I am a qualified legal voter and taxpaying citizen of the Missouri county, town, city or village of which I am a resident and will produce a tax receipt and Election Board certification to that effect upon request.

I affirm that I am not in arrears for any back taxes or license fees owned to the City of Parkville. I will not accept directly or indirectly any loans, equipment, money, credit or property of any kind, except ordinary commercial credit, as such term is defined in the Rules and Regulations of the Supervisor of Liquor Control of the State of Missouri.

I am prepared to offer all statements, books, records and papers which the City Clerk determines to be necessary to describe the true ownership and management of the business or in the respects necessary to determine my qualifications for this liquor license.

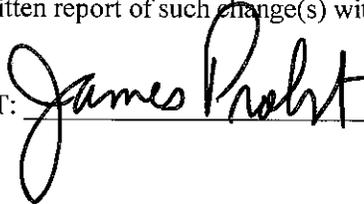
I affirm that the type of business to be conducted on the premises for which application is made is as shown on this application. If applying for license in category 3 or 5, I state that goods for sale at this location are valued at-cost in at least the amount of \$1,000, and at no time shall the at-cost value of goods offered for sale at this location be less than \$1,000 (exclusive of fixtures and alcoholic beverages.)

I affirm that no distiller, wholesaler, winemaker, brewer, or supplier of coin-operated, commercial manual or mechanical amusement devices, or any employee, officer or agent thereof has any financial interest in the retail business of this applicant for the sale of alcoholic beverages or C.O.L., and that I will not accept from any such persons equipment, money, credit or property of any kind, except ordinary commercial credit for liquor.

I understand that if I do not begin operation of the business at the address shown within 120 days, then my license fee is forfeited and the license issued to me shall be considered invalid, null and void, and no effect, and I may not reapply for a liquor license for a period of one year from the date invalidated license was issued. I understand that I am to file with the City Clerk a written report of any loan made to me of money or credit relating to the licensed business within fifteen days of such loan being made.

If any of the facts or information in the foregoing application change during the period for which license is issued, I shall file with the City Clerk a written report of such change(s) within ten days of such change(s).

SIGNATURE OF PRINCIPAL APPLICANT:



DATE: 09/23/2016

**Attach:**

- Certificate of Occupancy (building permit required if currently undergoing construction or remodel)
- License application(s) from partner(s): Section 2 of this form
- Check for license fee (see page 3 for fees)
- Photo of exterior of premises to be used for liquor sales
- Supplemental information as requested

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

Date: Monday, September 26, 2016

Prepared By:  
Melissa McChesney  
City Clerk

Reviewed By:  
Tim Blakeslee  
Assistant to the City Administrator

ISSUE:

Approve a retailer of malt liquor by the drink liquor license for the Missouri Wine Tasting Center located at 6298 NW Highway 9.

BACKGROUND:

Per Parkville Municipal Code Chapter 600, all liquor license applications must be approved by the Board of Aldermen. On September 26, 2016, a liquor license application was submitted by J.B. Wines & Spirits II, LLC, new owners of the Missouri Wine Tasting Center, located at 6298 NW Highway 9. Liquor licenses are not transferable to new owners and as a result the new owners of the Missouri Wine Tasting Center must submit a new liquor license application. Per Parkville Municipal Code Section 600.070, the Missouri Wine Tasting Center qualifies for the retailer of malt liquor by the drink liquor license.

The City Clerk will provide an approval letter to the business which will be submitted to the Missouri Division of Alcohol and Tobacco Control for its Missouri liquor license. A copy of the City's approval letter will be on file in the City Clerk's Office.

BUDGET IMPACT:

The annual fee for this type of liquor license is \$52.50 and will be coded as revenue in the General Fund.

ALTERNATIVES:

1. Approve the retailer of malt liquor by the drink liquor license for Missouri Wine Tasting Center.
2. Deny the liquor license.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approving a retailer of malt liquor by the drink liquor license for the Missouri Wine Tasting Center located at 6298 NW Highway 9.

POLICY:

Parkville Municipal Code Section 600.140 states that only the Board of Aldermen may approve an application for a liquor license.

SUGGESTED MOTION:

I move to approve a retailer of malt liquor by the drink liquor license for the Missouri Wine Tasting Center located at 6298 NW Highway 9.

ATTACHMENT:

1. Liquor License Application



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

APPLICATION TO SELL LIQUOR IN PARKVILLE, MISSOURI
(Parkville Municipal Code Chapter 600)

For period June 1, 2016 to May 31, 2017
Current year Next year

Date of Application: 9/23/16

SECTION 1.

- 1. Name of Business: Missouri Tasting Center
2. Type of Business: Retailer Malt Liquor by the Drink
3. Street address where liquor is to be sold: 6298 A Missouri Highway 9, Parkville, MO 64152
4. Is this location within 300 feet of a church or school?: Yes No [checked]
5. Mailing Address: 8155 Westlake Drive, Parkville, MO 64152
6. Phone No. of Business: (816) 389-9496 Fax No. of Business:
7. Name of Managing Officer (principal applicant): James Probst
8. Name(s) of any partner(s) in this business (attach separate sheet if necessary):
James Probst
John A Probst III
9. Name(s) and residence address(es) of any other person(s) having financial interest in this business or partnership (attach separate sheet if necessary):
James Probst- 8155 Westlake Drive, Parkville, MO 64152
John A Probst III- 7021 N Hardesty, Kansas City, MO 64119
10. If corporation, give name of corporation, date of incorporation, state in which incorporated, and names and addresses of all stockholders who hold ten percent (10%) or more of the capital stock (attach separate sheet if necessary):
J.B. Wines & Spirits II, LLC- 07/15/2016 Missouri
James Probst- 80% / John A Probst III- 20%
11. Name(s) and residence address(es) of any other person(s) having financial interest in the building to be used for liquor sales:
GDP93, LLC (Landlord) - James Probst -100%

APPLICATION TO SELL LIQUOR IN PARKVILLE

**SECTION 3. LICENSE FOR WHICH APPLICATION IS BEING MADE**

(Please choose the license for which application is being made.)

1.  **Microbrewer: \$375**  
*Based on annual production of at least 500 barrels, at a fee of \$7.50 per hundred barrels. If, at the end of the license year, the microbrewery has produced less than 500 barrels, the City shall refund \$7.50 for every hundred barrels under that number. A fraction of one hundred barrels produced shall be counted as one hundred barrels. It allows production of beer and malt liquor of no more than 10,000 barrels per year in Zones I-1, I-2 or I-3 only. Holder of this license must also have a resort liquor license (RSMo 311.195)*
2.  **Retailer of malt liquor in the original package: \$75**  
*Allows sale of malt liquor in original package for consumption off premises. LIMITED to drug stores, cigar/ tobacco stores, confectioneries, delicatessens, grocery or general merchandise stores with stock having at-cost value of at least \$1,000. (RSMo 311.200) Limit of one per every 2,000 residents.*
3.  **Retailer of malt liquor by the drink: \$52.50** \$ 31.50  
*Allows sale of malt liquor/ light wine by drink for consumption on premises, sale of malt liquor/ light wine in original package for consumption off premises. (RSMo 311.200)*
4.  **Retailer of intoxicating liquor in original package: \$150**       **Sunday Sales: additional \$300**  
*Allows sale of intoxicating liquor, malt liquor in original package for consumption off premises. LIMITED to drug stores, cigar/ tobacco stores, confectioneries, delicatessens, grocery or general merchandise stores having at-cost value of at least \$1,000. (RSMo 311.200, 311.293). Limit two per every 1,000 residents.*
5.  **Resort license (RSMo 311.095): \$450**       **Sunday Sales: additional \$300**  
*Allows sale of intoxicating liquor by drink for consumption on premises of a "resort," sale of intoxicating liquor in original package for consumption off premises, sale of malt liquor by drink for consumption on premises, sale of malt liquor in original package for consumption off premises.*
  - 5a. **Temporary resort license: \$93.75 for 3 months/ Sunday sales: additional \$75 for 3 months**  
*Allows 3-month resort license, based on projection of sales. For all new restaurants.*
6.  **Malt liquor/ light wine sale-by-drink permit (no more than 7 days): \$37.50**  
*Allows sale of light wine and malt liquor for consumption off premises where sold between 10:00 a.m. and midnight (11:00 a.m. to midnight on Sundays) or requested date(s) of sale. LIMITED to church, school, civic, service, fraternal, veterans, political, or charitable club or organization for picnic, bazaar, fair, festival or similar gathering or event. (RSMo 311.482)*
7.  **Boat or Vessel, Intoxicating liquor by drink for consumption: \$450**  
*Authorizes sale of intoxicating liquor by the drink at retail for consumption on the premises of any boat or other vessel licensed by the United States Coast Guard to carry one hundred (100) or more passengers for hire on navigable waters in or adjacent to this State, which has a regular place or mooring in Parkville, Missouri. NOTE: Does not include riverboat gambling boats. (RSMo 311.090)*
8.  **Intoxicating liquor by drink for consumption on premises - including Sunday Sales: No fee**  
*Authorizes sale of liquor by drink at retail for consumption on premises. LIMITED to charitable, fraternal, religious, service or veterans' organization with 501(c) exemption. (RSMo 311.090)*
9.  **Wholesaler: \$375 RSMo 311.180 (9)**
10.  **Caterer: \$15 per day; requires separate caterer's permit.**
11.  **Tasting Permit: \$37.50**  
*Authorizes any winery, distiller, manufacturer, wholesaler or brewer or designated employee to provide distilled spirits, wine, or malt beverage samples off a licensed premises provided no sales transactions take place or on any temporary licensed retail premises. (RSMo 311.294)*
12.  **Retailer intoxicating liquor by the drink limited to distillers: \$375**  
*LIMITED to a distiller whose manufacturing establishment is located within the City and allows for the sale of intoxicating liquor by the drink at retail for consumption on the premises where sold provided the licensed premises is in close proximity to the distillery.*

APPLICATION TO SELL LIQUOR IN PARKVILLE

**SECTION 4. AFFIDAVIT OF PRINCIPAL APPLICANT**

I hereby affirm that I am and shall continue to be actively engaged for the period of the license for which application is made in the actual control and management of the premises for which liquor license is sought. I am at least 21 years of age. I am of good moral character. I am qualified to hold an alcoholic beverage license in the State of Missouri. I have never been convicted, since the ratification of the 21st Amendment of the Constitution of the United States, of a violation of the provisions of any law applicable to the manufacturer or sale of alcoholic beverages. I have never had a dealer's license revoked. I am a qualified legal voter and taxpaying citizen of the Missouri county, town, city or village of which I am a resident and will produce a tax receipt and Election Board certification to that effect upon request.

I affirm that I am not in arrears for any back taxes or license fees owned to the City of Parkville. I will not accept directly or indirectly any loans, equipment, money, credit or property of any kind, except ordinary commercial credit, as such term is defined in the Rules and Regulations of the Supervisor of Liquor Control of the State of Missouri.

I am prepared to offer all statements, books, records and papers which the City Clerk determines to be necessary to describe the true ownership and management of the business or in the respects necessary to determine my qualifications for this liquor license.

I affirm that the type of business to be conducted on the premises for which application is made is as shown on this application. If applying for license in category 3 or 5, I state that goods for sale at this location are valued at-cost in at least the amount of \$1,000, and at no time shall the at-cost value of goods offered for sale at this location be less than \$1,000 (exclusive of fixtures and alcoholic beverages.)

I affirm that no distiller, wholesaler, winemaker, brewer, or supplier of coin-operated, commercial manual or mechanical amusement devices, or any employee, officer or agent thereof has any financial interest in the retail business of this applicant for the sale of alcoholic beverages or C.O.L., and that I will not accept from any such persons equipment, money, credit or property of any kind, except ordinary commercial credit for liquor.

I understand that if I do not begin operation of the business at the address shown within 120 days, then my license fee is forfeited and the license issued to me shall be considered invalid, null and void, and no effect, and I may not reapply for a liquor license for a period of one year from the date invalidated license was issued. I understand that I am to file with the City Clerk a written report of any loan made to me of money or credit relating to the licensed business within fifteen days of such loan being made.

If any of the facts or information in the foregoing application change during the period for which license is issued, I shall file with the City Clerk a written report of such change(s) within ten days of such change(s).

SIGNATURE OF PRINCIPAL APPLICANT: James Probst DATE: 9/23/16

**Attach:**

- Certificate of Occupancy (building permit required if currently undergoing construction or remodel)
- License application(s) from partner(s): Section 2 of this form
- Check for license fee (see page 3 for fees)
- Photo of exterior of premises to be used for liquor sales
- Supplemental information as requested

## **CITY OF PARKVILLE**

### **Policy Report**

Date: Thursday, September 29, 2016

Prepared By:  
Lauren Palmer  
City Administrator

Reviewed By:  
Tim Blakeslee  
Assistant to the City Administrator

ISSUE:

Approve the second reading of an ordinance to approve a professional services agreement with Spencer Fane, LLP for special legal counsel services on behalf of Platte County customers related to the Office of the Public Counsel appeal of the Missouri Public Service Commission rate determination for Missouri American Water Company.

BACKGROUND:

Missouri-American Water Company (MAWC) is an investor-owned sewer and water utility that is regulated by the Missouri Public Service Commission (PSC). On July 31, 2015, MAWC filed water and sewer rate cases with the Missouri Public Service Commission (PSC) to consolidate rates in Platte County with other districts including Brunswick and St. Joseph.

The City of Riverside engaged Joe Bednar of the Spencer Fane law firm to file a rate case intervention with the Public Service Commission on behalf of the Platte County water district. Mr. Bednar offices in Jefferson City and has extensive experience with the Public Service Commission, state government, and private utilities. On April 11, 2016, the Finance Committee approved a payment of \$10,000 to Riverside to help offset the legal expenses to represent Parkville customers within the Platte County water district. The joint effort was successful; in late May the PSC announced a new consolidated rate structure that resulted in an average decrease of 30 percent for Platte County water customers, including 2,000 residences in Parkville.

The consolidated rate structure was opposed by the Office of the Public Counsel, the state agency assigned to represent the public and interests of utility customers in proceedings before the Missouri Public Service Commission. The Office of the Public Counsel appealed the PSC determination to the Missouri Court of Appeals – Western District, advocating preservation of the district-level rates. This issue is particularly important for Platte County since MAWC plans to construct a new water treatment plant in Parkville in 2017. If consolidated rates are not approved, water rates in Platte County are estimated to jump as much as 50% to support costs associated with the new plant.

The City of Riverside requested that Parkville directly handle the motion to intervene (brief of amicus curiae) on behalf of Platte County customers in the appeal. The City of Riverside had expenses of \$112,000 associated with the original intervention. Staff is confident that the outcome would not have been as positive for Platte County customers without representation during the process. It is important to continue to protect local interests in the appeal process.

The City may continue to engage Mr. Bednar as special counsel, or the city attorney law firm (Stinson Leonard Street) can effectively handle this as a specialty legal matter under the existing legal services agreement executed on January 3, 2012. The agreement stipulates that specialty legal matters will be billed at a blended rate of \$300.00 per hour. The lead attorney for this work would be Chuck Hatfield, a partner in the Jefferson City office with extensive

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experience dealing with the Public Service Commission, Office of the Public Counsel, and Missouri Court of Appeals.

**BUDGET IMPACT:**

Mr. Bednar charges an hourly rate of \$375, but much of the work can be handled by associates to achieve an average blended rate of \$280-\$285. The total costs related to representation during the appeal are not expected to exceed \$40,000. The 2016 budget includes \$120,000 in the administration division of the General Fund for attorney/legal fees. The city spent \$101,541.58 from this line item in 2015. The base contract with the city attorney is for \$77,400 per year for routine legal services, leaving a balance of \$42,600 for specialty legal matters beyond the monthly service allotment of 35 hours. To date, the City has spent or committed \$30,000 for specialty matters including cell tower lease negotiations and the prior water rate case expense. Therefore, the available balance for this work is \$12,600.

The City of Riverside agreed to match Parkville's prior commitment and contribute 25% of the costs up to \$10,000. If total expenses are over \$16,800, the City will exceed the budget line item, but funds are also available in a separate budget for litigation expenses. To date, the city has spent \$16,358.99 of \$60,000 on litigation matters, leaving a balance of approximately \$40,000. Staff anticipates there will be some additional expenses related to judicial foreclosures of properties with delinquent neighborhood improvement district (NID) assessments. In addition, it may be a year or more before the case is heard before the Missouri Court of Appeals, so it's likely some expenses will occur in fiscal year 2017. Finally, the city requested additional funding from Platte County since approximately 39% (over 2,800) customers in the Platte County district live in unincorporated areas. Platte County previously declined to share in the costs of legal representation. A formal request letter was sent to Platte County following approval of first reading of the ordinance.

**ALTERNATIVES:**

1. Approve second reading of an ordinance to engage Joe Bednar of the Spencer Fane law firm to represent Platte County customers in the Office of the Public Counsel appeal of the Missouri Public Service Commission rate determination for Missouri American Water Company.
2. Authorize the city attorney to file an intervention on behalf of Platte County customers in the Office of the Public Counsel appeal of the Missouri Public Service Commission rate determination for Missouri American Water Company.
3. Approve either engagement subject to conditions to meet the desires of the Board of Aldermen.
4. Do not approve the engagement.
5. Provide alternative direction to staff.
6. Postpone the item.

**FINANCE COMMITTEE RECOMMENDATION:**

Staff recommended to the Finance Committee that this engagement be handled by Stinson Leonard Street under the existing city attorney contract. The committee recommends maintaining continuity by engaging Mr. Bednar with Spencer Fane. On September 12, 2016, by a vote of 5-0, the Finance Committee recommended that the Board of Aldermen engage Joe Bednar of the Spencer Fane law firm to represent Platte County customers in the Office of the Public Counsel appeal of the Missouri Public Service Commission rate determination for Missouri American Water Company, subject to the following conditions:

1. Costs of the engagement are capped at \$40,000 without prior written authorization from the City of Parkville in accordance with the Purchasing Policy, and;
  2. The City of Riverside commits to pay Parkville \$10,000 to offset the legal costs, and;
  3. A formal request is submitted to Platte County to participate in the costs.
-

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Aldermen approve this request based on the significant prior investment made by the City of Riverside that resulted in an advantageous outcome for Parkville customers. Staff recommends that the engagement be limited to \$40,000 without prior written authorization and that it be contingent upon a contribution from the City of Riverside to help offset the expense. Riverside agreed to participate in 25% of the costs up to a maximum amount of \$10,000. On September 20, 2016, by a vote of 7-0, the Board of Aldermen approved first reading of the ordinance subject to conditions.

**POLICY:**

The Purchasing Policy, Resolution No. 16-012, authorizes the Finance Committee to approve expenditures up to \$10,000 when a staff recommendation with the relevant background information and a budget impact are provided. Expenses above \$10,000 must be approved or rejected by the Board of Aldermen following a recommendation from the Finance Committee. Only the Board of Aldermen may appoint special counsel by ordinance (RSMo 70.230.1).

**SUGGESTED MOTION:**

I move to approve Bill No. 2887, an ordinance to engage Spencer Fane, LLP to file an intervention on behalf of Platte County customers in the Office of the Public Counsel appeal of the Missouri Public Service Commission rate determination for Missouri American Water Company, on second reading to become Ordinance No. \_\_\_\_\_, subject to the following conditions:

1. Costs of the engagement are capped at \$40,000 without prior written authorization from the City of Parkville in accordance with the Purchasing Policy, and;
2. The City of Riverside commits to reimburse Parkville for 25% of its costs up to \$10,000.

**ATTACHMENTS:**

1. Ordinance
  2. Legal Services Agreement
-

**AN ORDINANCE APPROVING A LEGAL SERVICES AGREEMENT WITH SPENCER FANE, L.L.P. FOR SPECIAL LEGAL COUNSEL SERVICES RELATED TO WATER RATES**

WHEREAS, the City of Parkville wishes to engage special legal counsel to represent the interests of Platte County customers in the Office of the Public Counsel appeal of the Missouri Public Service Commission rate determination for Missouri American Water Company ("Project"); and

WHEREAS, Spencer Fane, LLP has demonstrated the necessary expertise, experience, availability and personnel to complete the Project; and

WHEREAS, RSMo §79.230 allows the Mayor and Board of Aldermen of fourth class municipalities in Missouri, by ordinance, to employ special counsel to represent the city, either in the case of a vacancy in the office of city attorney or to assist the city attorney.

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

SECTION 1. The City of Parkville, Missouri hereby approves the Legal Services Agreement with Spencer Fane, LLP attached hereto and incorporated herein as Exhibit A, subject to review and approval by the city attorney.

SECTION 2. Billings for fees, expenses, and client disbursements related to this engagement shall not exceed forty thousand dollars (\$40,000) without prior written authorization from the City of Parkville in accordance with the Purchasing Policy (Resolution No. 16-012).

SECTION 3. The Mayor and the City Clerk are hereby authorized and directed to execute said Legal Services Agreement.

SECTION 4. This ordinance shall become effective upon adoption.

PASSED and APPROVED this 4<sup>th</sup> day of October 2016.

\_\_\_\_\_  
Mayor Nanette K. Johnston

ATTESTED:

\_\_\_\_\_  
City Clerk Melissa McChesney



JOE BEDNAR  
DIRECT DIAL: (573) 634-8116  
jbednar@spencerfane.com

**File No.**

September 23, 2016

Ms. Lauren Palmer  
City Administrator  
City of Parkville, Missouri  
8800 Clark Avenue  
Parkville, MO 64152

**Re: Retention of Services**

Dear Ms. Palmer:

Thank you for the opportunity to work with you and the City of Parkville, Missouri and to provide legal services for purposes of representing the City of Parkville in regards to the Appeal of the 2015 Rate Case.

It is our standard practice to confirm the scope of the services we will provide and the basis upon which we will bill our fees and expenses. This letter and the enclosed Standard Terms of Engagement for Legal Services will govern all legal services we perform on City of Parkville's behalf commencing with the date we first perform legal services.

This letter, along with Attachment A, will serve as Spencer Fane's standard Letter of Engagement ("Attachment A") to establish Matter No. 1 for the City of Parkville - the Appeal of the 2015 Rate Case filed by the State of Missouri's Office of Public Counsel ("OPC") - in which the City of Parkville Missouri ("City") requests that I file an application for intervention with the Missouri Court of Appeals-Western District. The issue to be addressed in the new case is whether or not the Missouri Public Service Commission has the authority to consolidate service territories in order to reduce the volatility of water and sewer rates. Rate consolidation of certain service territories resulted in a rate reduction for the citizens and the ratepayers located within Platte County Water District ("PCWD") of Missouri American Water Company of over 25%. If the OPC is successful the ratepayers of the PCWD will have their rates increased.

My hourly rate will be discounted to \$375.00 per hour. I will have an associate work on the case with me at a rate of \$250.00 per hour, and a paralegal at the rate of \$160.00 per hour, for a targeted total blended rate of approximately \$285.00 per hour. I cannot guarantee the final blended rate will actually be \$285.00, but that is our goal. Estimated hours are 70 to 150 hours, and total fees would amount to \$20,000 to \$40,000, expended over potentially the next twelve to eighteen months. This is my best estimate given the information I have at this time. If more time than anticipated is required I will notify you in advance. I will give you status reports at whatever interval you need them and keep you updated by means of itemized monthly statements.

WA 8678162.1

September 23, 2016

Page 2

During the course of our representation of the City of Parkville, we will, when appropriate, communicate with you by e-mail. In view of this, the Missouri Bar Disciplinary Counsel requires that we advise you that : (1) e-mail communication is not a secure method of communication; (2) any e-mail that is sent to you or by you may be copied and held by various computers it passes through as it goes from us to you or vice versa; (3) a person not participating in our communication may intercept our communications by improperly accessing your computer or our computers or even another computer unconnected to either of us through which e-mail passes. Your execution of this letter below will reflect your consent to receiving communications from us via e-mail. If at some time during our representation you change your mind and would prefer that we not communicate with you via e-mail, please let us know immediately. If the foregoing correctly reflects your understanding of the terms and conditions of our representation, please indicate your consent to the agreements and disclosures in this letter by executing the enclosed copy of this letter in the space provided below and return it to our office. A facsimile copy or a scanned copy delivered via e-mail shall be deemed to be acceptable as an original.

I hope this letter is responsive to your request of me as to budget. If there are other details you would like to be included please advise.

If you do not agree, or accept, any of the terms of this letter and its enclosures, or if you have any questions, please call me as soon as possible to discuss. We sincerely appreciate this opportunity to be of service, and look forward to a mutually rewarding relationship.

Sincerely,

SPENCER FANE LLP

By: \_\_\_\_\_

Joe Bednar

AGREEMENT AND ACCEPTANCE:

The undersigned hereby acknowledges and agrees that she has reviewed and understands the terms of this letter. The undersigned further agrees and accepts the agreements and disclosures in this letter, including, but not limited to, the above disclosure regarding conflicts of interest.

\_\_\_\_\_  
Signature

Mayor Nanette K. Johnson

JPB/kds

Enclosure



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## Standard Terms of Engagement for Legal Services

This statement sets forth the standard terms of our engagement as your lawyers.

### **The Scope of Our Work**

You should have a clear understanding of the legal services we will provide. Any questions that you have should be dealt with promptly.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited to our knowledge of the facts and are based on the state of the law at the time they are expressed.

It is our policy that, for conflict of interest purposes, the person or entity that we represent is the person or entity that is identified in our engagement letter and does not include any affiliates of such person or entity. For example, if you are a corporation or partnership, our representation does not extend to any parents, subsidiaries, employees, officers, directors, shareholders or partners of the corporation or partnership, or commonly owned corporations or partnerships. If you are a trade association, our representation does not extend to any members of the trade association, unless such members undertake individual arrangements with us.

It is also our policy that, for conflict of interest purposes, the attorney-client relationship will be considered terminated upon our completion of the services that you have retained us to perform. If you later retain us to perform further or additional services, our attorney-client relationship will be revived subject to these terms of engagement, as they may be supplemented at that time.

### **Who Will Provide the Legal Services**

Customarily, each client of the firm is served by a principal attorney contact. The principal attorney should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal attorney at any time. Subject to the supervisory role of the principal attorney, your work or parts of it may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with particular skills or experience in a given area or for the purpose of providing services in the most efficient and timely basis.

### **How Fees Will Be Set**

Our fees for legal services are customarily determined on the basis of an hourly rate. Each of our lawyers and legal assistants has an hourly rate, as determined by the firm's management, consistent with the experience, reputation, and abilities of the lawyers and legal assistants performing the services. The hourly rates of each of our lawyers and legal assistants are reviewed annually, and, if appropriate, are adjusted to reflect current levels of legal experience, reputation, ability, costs, and other factors. We will keep accurate records of the time we devote to your work.

Occasionally we are requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. When requested, we will attempt to furnish such an estimate, based upon our past experience and best professional judgment, but with an understanding that such an estimate is not a maximum or fixed-fee quotation.

For certain well-defined services (for example, a simple business incorporation), we may quote a flat fee and the scope of the services to be provided. It is our general policy not to accept representation on a flat-fee basis except in defined-service areas or pursuant to a special arrangement tailored to the needs of a particular client. Likewise, on rare occasions we may perform work on a contingency fee or other specially deferred fee relationship. In all such situations, the flat-fee or contingency fee arrangement will be expressed in a letter from us setting forth the terms and scope of the services to be provided, and your payment obligations.

### **Out-of-Pocket Expenses**

Although substantial expenses incurred on a client's behalf will be sent to the client for direct payment, we often incur and pay on behalf of our clients a variety of smaller out-of-pocket costs arising in connection with legal services. These include charges made by government agencies and service vendors. Some typical costs are certain telephone charges; express delivery charges; printing and reproduction costs; filing fees; and travel expenses. We also charge for computerized legal research either at a rate equal to that charged by our vendor or based upon negotiated volume discounts. We incur outside costs as agents for our clients and incur internal expenses on behalf of our clients, who agree that these costs will be paid on a regular basis.

### **Retainer and Trust Deposits**

New clients of the firm are commonly asked to deposit a retainer with the firm. Two types of retainers are used most frequently. A monthly retainer is an amount billed and paid apart from the usual invoices for services rendered. Part or all of the retainer then is credited to the next invoice. A second type of retainer is a long-term deposit. Unless otherwise agreed, this retainer deposit will be credited toward your unpaid invoices, if any, at the conclusion of services.

At the conclusion of our legal representation or at such time as the deposit is unnecessary or is appropriately reduced, the remaining balance or an appropriate part of it will be returned to you. If the retainer deposit proves insufficient to cover current expenses and fees on at least a two-month basis, it may have to be increased. Deposits which are received to cover specific items will be disbursed as provided in our agreement with you, and

you will be notified from time to time of the amounts applied or withdrawn. Any amount remaining after disbursement will be returned to you. All trust deposits we receive from you will be placed in a trust account for your benefit. Unless special arrangements are made, interest earned on the trust account is paid to a charitable foundation established in accordance with court rules.

### **Termination**

You may terminate our representation at any time, with or without cause, by notifying us. Your termination of our services will not affect your responsibility for payment of legal services rendered and out-of-pocket costs incurred before termination and in connection with an orderly transition of the matter.

We are subject to the codes of professional conduct for the jurisdictions in which we practice, which list several types of conduct or circumstances that require or allow us to withdraw from representing a client, including for example: conflict of interest with another client, misrepresentation or failure to disclose material facts, action contrary to our advice, and nonpayment of fees or costs. We try to identify in advance and discuss with our client any situation which may lead to our withdrawal and, if withdrawal ever becomes necessary, we shall provide the client written notice of our withdrawal.

### **Billing Arrangements and Terms of Payment**

We will bill you on a regular basis, normally monthly, for both fees and disbursements. You agree to make payment within thirty days of receiving our statement. We will give you prompt notice if your account becomes delinquent. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the representation and may pursue collection of your account.

### **Client Satisfaction**

Our desire is to serve you and meet your legal needs. Client satisfaction is of utmost importance. You should feel free to discuss any aspect of our representation with the principal attorney or any other attorney with the firm. We welcome your input to ensure that our legal services meet your needs. We appreciate having the opportunity to be of service to you.

## **CITY OF PARKVILLE**

### **Policy Report**

Date: September 28, 2016

Prepared By:  
Alysen Abel  
Public Works Director

Reviewed By:  
Lauren Palmer  
City Administrator

#### ISSUE:

Approve Amendment No. 1 to the Viking Field Use Agreement with the Parkville Vikings Football Club to address the mosquito control treatment.

#### BACKGROUND:

On February 18, 2016, the Board of Aldermen approved a Viking Field Use Agreement with the Parkville Vikings Football Club for the semi-exclusive use of the area known as Vikings Field. The term of the agreement is until December 31, 2018, with automatic renewal of the agreement in three year increments.

The agreement outlines the relationship between the City and the Vikings team, which includes maintenance of the field. The maintenance of the field is the responsibility of the Vikings team. Although it is not specified in the agreement, the spraying of mosquito control treatment has historically been performed by the City. When the Public Works staff sprays the area around the Wastewater Treatment Facility, they typically spray the area around the Vikings Field. The incremental cost to provide this service to Vikings Field is nominal and most efficiently performed in conjunction with the sewer plant needs. In the interest of transparency, staff recommends adopting an amendment to the agreement clarify that this maintenance service is provided by the City.

#### BUDGET IMPACT:

There is no additional budget impact associated with the amendment to the existing Use Agreement, since the spraying had been previously performed by staff. There is sufficient budget capacity in the Streets Operating Budget line item for Mosquito and Weed Control to cover spraying the field. Staff estimates that treatment of this area costs approximately \$25 per application between labor and material.

#### ALTERNATIVES:

1. Approve an amendment to the Viking Field Use Agreement.
2. Direct staff to negotiate a revision to the agreement to charge the Vikings team for the mosquito control.
3. Provide further direction to staff associated with the amendment.
4. Postpone the item.

#### STAFF RECOMMENDATION:

Staff recommends the approval of the amendment to the Vikings Field Use Agreement to address the mosquito control treatment. The Public Works staff is adjacent to the field when spraying the Wastewater Treatment Facility, and the additional material costs is minimal to spray the additional area.

**ITEM 4G**  
*For 10-04-16*  
**Board of Aldermen Meeting**

POLICY:

Section 18 of the agreement stipulates that that the document cannot be modified except in writing and must be signed by all parties.

SUGGESTED MOTION:

I move to approve Amendment No. 1 to the Vikings Field Use Agreement to address mosquito control treatment.

ATTACHMENTS:

1. Vikings Field Use Agreement – original agreement
2. Amendment to the Vikings Field Use Agreement

## VIKING FIELD USE AGREEMENT

This Use Agreement is made and entered into this 18th day of February, 2014 by and between the City of Parkville, Missouri, a municipality of the fourth class, hereinafter called "the City," and the Parkville Vikings Football Club, a Missouri not-for-profit corporation, hereinafter called "the Vikings."

**WHEREAS**, The City owns the land generally located at the southwest corner of River Road and Hwy FF, addressed at 12398 NW Highway FF, Parkville, Platte County, Missouri, 64152, known as Viking Field, as further described in Exhibit A, attached hereto and incorporated by reference, hereinafter the "Premises"; and,

**WHEREAS**, The City desires to allow the Vikings to use the field for youth recreational programming and the latter desires to use the same with permission from the City in accordance with the following terms; and,

**WHEREAS**, this Agreement totally replaces any pre-existing arrangements, verbal or written, between the City and the Vikings related to the use of the Premises.

**NOW THEREFORE**, The City agrees to allow the Vikings to use the Premises, as follows:

1. **Term.** The term of this Agreement shall be for a period beginning on the date of the signing of this Agreement and running until December 31, 2018. The Agreement shall automatically renew on January 1, 2019 and on January 1, 2022, and on January 1, 2025, thereafter, for up to three (3) successive periods of three years (3) years, unless either party terminates the Agreement by written notice to the other party at least one hundred eighty days (180) before the renewal.
2. **Premises.** The Premises governed by this Agreement shall include all improvements and fixtures thereon, which shall remain the property of the City at the termination of this Agreement. The Vikings shall retain title to all personal property which it owns and which is located on the premises. The City is not responsible for security or maintenance of the personal property of the Vikings. At the sole discretion of the City, the Vikings shall remove, at their own expense, all improvements, fixtures, and personal property from the Premises at the termination of the Agreement.
3. **Grant of Use.** The Vikings shall be scheduled to use the Premises for youth sports programming during the period from August 1 to November 30 of each year throughout the term of this Agreement. The City will not grant use of the Premises to other users during this period. During the period from December 1 to July 31 the City may schedule use of the Premises for other users. Before scheduling other uses, the City agrees to consult with the Vikings to determine any special considerations for the maintenance and preservation of the field turf, but the final decision will be made in the sole discretion of the City. The Vikings are granted access to the Premises for maintenance purposes during the period from December 1 to July 31 so long as such access does not interfere with other uses authorized by the City. If other uses are authorized, the City agrees to return the Premises, at its sole expense, to the same or better condition on August 1 of each year as it was on August 1 of the previous year.
4. **User Fee.** The Vikings shall not be obligated to pay any user fee to the City. The consideration to the City for entering into this Agreement is the benefits derived by the citizens of the City of Parkville, Missouri, from the programs provided by the Vikings and the ongoing maintenance of the premises. The Vikings agree to provide youth sports programs for tackle football, flag football, and cheerleading, or other similar programming, through the term of this Agreement.
5. **Utilities.** During its use of the Premises, Vikings shall pay for all utilities to the Premises including, but not limited to, water, sewer, electricity, gas, and trash. The Vikings acknowledge that, for an undetermined period of time prior to the execution of this Agreement, the Vikings used the City's

water service to irrigate the Premises for the Vikings use, without formal approval from the City. The Vikings agree to make restitution for this water use in the amount of one thousand dollars (\$1,000), payable on or before August 1, 2014. Upon execution of this agreement, the City will install a private meter on the City's water service line connected to the hydrant on the Premises. The Vikings will reimburse the City for the actual cost of the meter which is estimated to be two thousand dollars (\$2,000). The City will invoice the Vikings annually after November 30 for the City's actual water bills for service to the Premises during the Vikings use of the Premises, plus an administrative fee equal to five percent (5%) of water bills. The administrative fee is considered reimbursement for the City's costs associated with maintaining the water service and billing.

6. **Insurance.** The City shall procure and maintain property insurance covering the land and improvements only. The Vikings shall maintain a policy of insurance to cover personal property which it owns and which is located on the Premises. The Vikings shall also keep in force, at the Vikings' expense, as long as this Agreement shall remain in effect, Commercial General Liability Insurance in a responsible company, authorized to do business in the State of Missouri, with respect to the Premises with coverage in a minimum amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. The Vikings will provide a copy of such certificate of liability insurance to the City on or before the anniversary date of this Agreement each year. The Vikings shall notify the City if such insurance is threatened to be canceled or expired.

The Vikings shall secure the endorsement in the name of the City as an additional insured, on such liability insurance policy, without additional expense to the City. The Vikings will indemnify the City and save the City harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with the loss of life, personal injury, theft, vandalism or damages to property arising out of or from the use of the Premises by the Vikings, provided, however, the Vikings will not be liable to the City on any claim, to the extent it is caused by the negligence of the City, or its agents or employees. Failure of the Vikings to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation, including but not limited to, the indemnification obligation.

7. **Maintenance and Repairs.** During its use of the Premises, the Vikings shall be responsible for maintenance and repair of the Premises, including maintaining the field turf in a manner that is safe and presentable for program participants. In the event of significant flood or other damage to the Premises, the City will perform repairs in its sole discretion. In the event the Vikings desire repairs that would not otherwise be performed by the City, the Vikings will assume the costs of any repairs that exceed applicable insurance proceeds, including the City's insurance deductible.
8. **Entry Upon the Premises.** The Vikings agree to permit the City, or its authorized agent, to enter the Premises at all times, on reasonable notice, for the purpose of inspecting to ensure compliance with the terms of this Agreement. In addition, the Vikings will maintain a public ingress-egress easement across the driveway of the Premises to provide access to City property south of the Premises.
9. **Alterations by the Vikings.** No alterations or structural improvements shall be made by the Vikings to the Premises during the term hereof without the prior written consent of the City. All approved alterations will be made at the sole expense of the Vikings and are subject to applicable regulations including, but not limited to, zoning, building codes, building permits, building inspections, and flood plain regulations. The City acknowledges that the useful life of certain improvements desired by the Vikings may exceed the term of this Agreement. The City agrees to take this into consideration in reviewing and approving structural improvements and to negotiate in good faith extensions to the term of this Agreement to coincide with the useful life of said improvements.
10. **Current Conditions.** The City reserves the right to inspect the Premises and its existing improvements to ensure compliance will all applicable regulations including, but not limited to, zoning, building codes, and flood plain regulations. Any violations must be corrected at the expense of the Vikings within a reasonable timeframe determined by the City.

11. **Compliance with Law.** The Vikings must comply with all applicable local, state, and federal laws with regard to programming and operations including, but not limited to, regulations imposed by the North Suburban Youth Football League or similar entity; city ordinances related to non-profit special permitting, zoning regulations, building codes, and nuisances; food service regulations (concessions); and State of Missouri and Internal Revenue Service regulations related to status as a non-profit organization. Failure to comply with applicable laws is considered a breach of this agreement.
12. **Reporting.** Each year on or before January 31, the Vikings shall provide a written report to the City of its activities for the prior year ended December 31. The report shall include, at a minimum, an accounting of all expenditures associated with maintenance, improvements, and activities of the Premises and any revenues generated by activities related to the Premises.
13. **Proximity to Wastewater Treatment Plant.** Due to its proximity to the Parkville Wastewater Treatment Plant, there may be occasion when the City needs to apply sewer sludge from the Plant on or near the Premises. The City will provide seven (7) days notice to the Vikings of any sewer sludge application on the Premises. The City will make every effort to minimize the impact on the Vikings while maintaining safe sewer treatment operations in compliance with state and federal law.
14. **Successors and Assigns.** This agreement shall extend to and be binding upon the successors and assigns of the parties hereto.
15. **Termination for Cause.** If either party fails to fulfill the terms of this Agreement, the other party may provide sixty (60) days written notice to the offending party that outlines the specific issues of default. If the default is not cured within sixty (60) days, the Agreement will terminate.
16. **Termination for Convenience.** Either party may at any time and for any reason terminate the agreement upon six months (6) months written notice to the other party.
17. **Notice.** Written notice regarding this agreement shall be effective upon receipt via hand-delivery; three working days after deposit in the U.S. Mail or by confirmed delivery by national overnight delivery service to the following addresses:

To City:

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

To Vikings:

Parkville Vikings Football Club  
 Attn: Alan Hoambrecker, President  
~~15399 Brink Myers Road~~ 14523 NW 74th ST  
 Parkville, MO 64152

18. **Entire Agreement.** This document constitutes the entire agreement between the Vikings and the City. This Agreement cannot be modified except in writing and must be signed by all parties. Neither Vikings nor City has made any promises or representations, other than those set forth in this Agreement and those implied by law.

In witness whereof of the parties have set their hands this 18th day of February, 2014.

**Parkville Vikings Football Club**

**The City of Parkville, Missouri**

Alan Hoambrecker  
By: Alan Hoambrecker, President

James C. Brooks  
By: James C. Brooks, Mayor

**ATTEST:**

Melissa McChesney  
By: Melissa McChesney, City Clerk



**EXHIBIT A  
Premises**

That portion of parcel number 20-8.0-33-000-000-003-001, generally located: on the northernmost portion of said parcel; south of the intersection of River Road, Union Chapel Road and FF Highway; west of Rush Creek; north of the Burlington Northern Santa Fe railroad right-of-way; and bounded by the existing tree lines. The property is generally depicted as the area in red below.



Amendment No. 1

The Agreement between the City of Parkville ("City") and the Parkville Vikings Football Club ("Vikings"), originally for the period from February 18, 2014, until December 31, 2018, is hereby amended as follows:

Whereas, the Vikings are responsible for maintenance and repair of the Premises, as outlined by the original agreement; and

Whereas, the City historically performs treatment for mosquitos to the Premises in conjunction with service to the adjacent property that contains the City-owned wastewater treatment facility; and

Whereas, the parties desire to clarify that mosquito control and treatment is a maintenance service provided by the City at no additional cost to the Vikings;

It is hereby agreed that, effective October 4, 2016, the City will perform mosquito control treatment of the Premises in a manner and frequency determined at the sole discretion of the City. This service will be provided at no additional cost to the Vikings. The Vikings may perform supplemental mosquito control and treatment at its own cost with prior written approval from the City.

In all other respects to said Agreement remaining unchanged.

**CITY OF PARKVILLE, MISSOURI**

\_\_\_\_\_  
Nan Johnston, Mayor

ATTEST:

\_\_\_\_\_  
Melissa McChesney, City Clerk

**PARKVILLE VIKINGS FOOTBALL CLUB**

\_\_\_\_\_  
Alan Hoambrecker, President

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

Date: Monday, October 03, 2016

Prepared By:  
Emily Crook  
Billing Clerk

Reviewed By:  
Tim Blakeslee  
Assistant to the City Administrator

ISSUE:

Approval of Accounts Payable Invoices, Insurance Payments, and Payroll Expenditures from 09/17/2016 through 10/03/2016.

BACKGROUND:

Attached are the statements of approved payments, per the City's Purchasing Policy, for the period from September 17, 2016 through October 03, 2016. All disbursements must be reviewed and approved by the Board of Aldermen prior to the release of city funds.

BUDGET IMPACT:

Accounts Payable	\$84,807.24
Insurance Payments	\$54,707.74
1 <sup>st</sup> of the Month	\$0.00
EFT Payments	\$0.00
Processing Fees	\$0.00
Payroll	\$55,834.96
<b>TOTAL</b>	<b>\$195,349.94</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 \$195,349.94 of city funds to pay salaries and accounts.

ATTACHMENTS:

1. Accounts Payable
2. Insurance Payments
3. Payroll
4. Commerce Card Purchases

PACKET: 05772 Regular Payments-09/20/2016

VENDOR SET: 01

\*\*\*\* CHECK LISTING \*\*\*\*

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
02018	Ace ImageWear I-0560481	Shop Rags=PK	R	9/21/2016		29.00CR	035902	29.00
02025	Capital Electric Construction Co Inc I-32484	Service Call Pincrest PS-SW	R	9/21/2016		750.00CR	035903	
	I-32837	RAS Wetwell Modification-SW	R	9/21/2016		471.45CR	035903	
	I-32838	PLC/RAS Pump Controls-SW	R	9/21/2016		496.00CR	035903	
	I-32839	WAS Pump Control Mod-SW	R	9/21/2016		480.00CR	035903	
	I-32844	Wet Wall Transducer-SW	R	9/21/2016		2,002.24CR	035903	4,199.69
00344	Coleman Equipment, Inc. I-26594	Wheel Assembly-TP	R	9/21/2016		288.20CR	035904	288.20
00156	Dave's Foreign Car Repair LLC I-134735	'05 Ford Repair-PK	R	9/21/2016		337.43CR	035905	337.43
00036	Deffenbaugh Industries I-1491540-4858-6	WWTP Trash Services-SW	R	9/21/2016		29.71CR	035906	29.71
00521	Fry & Associates, Inc. I-28965	Donor Benches-63	R	9/21/2016		3,077.00CR	035907	3,077.00
01016	FTC Equipment I-9832	Blower Pump Purch/Install-SW	R	9/21/2016		7,438.52CR	035908	7,438.52
00052	Glen's Automotive Service Center, Inc I-97337	Battery for F-150-TP	R	9/21/2016		115.77CR	035909	115.77
01235	Landmark Newspaper, The I-23765	MOAW Annex Public Notice-CD	R	9/21/2016		44.91CR	035910	44.91
00232	Martin Marietta I-18442982	Sew Force Main Rock-SW	R	9/21/2016		140.01CR	035911	140.01
02228	Metro Rolloff Container Services LLC I-4577	Portable Restrooms-PK	R	9/21/2016		460.00CR	035912	460.00
00880	Mid-America Pump I-48494	45 Hwy PS PM-SW	R	9/21/2016		435.00CR	035913	435.00
00950	Midwest Mobile Radio Service, Inc. I-6380949	Sept 2016 Radio Maintenance-PD	R	9/21/2016		135.00CR	035914	135.00

PACKET: 05772 Regular Payments-09/20/2016

VENDOR SET: 01

\*\*\*\* CHECK LISTING \*\*\*\*

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00264	Missouri City/County Management Association I-08222016	Knight Ann Student Member-CD	R	9/21/2016		10.00CR	035915	10.00
00107	Platte Rental & Supply I-29907-1 I-30001-1	Hedge Trimmers-ST Chain Saw Parts-TP	R R	9/21/2016 9/21/2016		239.99CR 5.52CR	035916 035916	245.51
01739	Print Time I-9054773-IN	Hare/Knight Business Cards-CD	R	9/21/2016		70.00CR	035917	70.00
01138	R.L. Buford & Associates, LLC I-16130 I-16131	Main St Manhole Prof Survey-SW Downtown Manhole Prof Surv-SW	R R	9/21/2016 9/21/2016		2,200.00CR 1,800.00CR	035918 035918	4,000.00
01976	RMI Golf Carts I-16188	EZ Go Repairs-PK	R	9/21/2016		346.46CR	035919	346.46
01352	Superior Signals, Inc I-419105 I-419564	Bachoe Strobe Light-TP Strobe Light Truck-TP	R R	9/21/2016 9/21/2016		131.39CR 88.18CR	035920 035920	219.57
00154	T-Ray Specialties Inc. I-28533 I-28716 I-28717	Trash Bags/Paper Towels-PK Trash Bags-PK Restroom Supplies-PK	R R R	9/21/2016 9/21/2016 9/21/2016		277.72CR 299.25CR 270.56CR	035921 035921 035921	847.53

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

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	20	0.00	22,469.31	22,469.31
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:	20	0.00	22,469.31	22,469.31

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 05777 Federal Withholdings - 9/22/16

VENDOR SET: 01 \*\*\* DRAFT/OTHER LISTING \*\*\*

BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
00044	Park Bank							
	I-T3 201609204168	FICA W/H	D	9/22/2016		62.00CR	000027	
	I-T4 201609204168	Medicare W/H	D	9/22/2016		14.50CR	000027	76.50

\*\*\* 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	76.50	76.50
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	76.50	76.50

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 05782 Regular Payments-09/30/2016

VENDOR SET: 01

\*\*\*\* CHECK LISTING \*\*\*\*

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00191	Data Flow I-23328	Accounts Payable Checks-AD	R	10/05/2016		234.03CR	035925	234.03
02175	eNet I-4720	Aug IT Serv & Wireless Gate-IT	R	10/05/2016		1,457.43CR	035926	1,457.43
00519	Friends of Parkville Animal Shelter I-9/21/16	Damage Deposit Refund-AD	R	10/05/2016		500.00CR	035927	500.00
02131	Heritage Tractor, Inc. I-1657706	Blades-PK	R	10/05/2016		189.50CR	035928	189.50
01403	Kenny's Auto and Tire Service I-2090216	Tire Zero Turn-PK	R	10/05/2016		148.09CR	035929	148.09
01235	Landmark Newspaper, The I-23778	Job Ads-PK/CD	R	10/05/2016		137.60CR	035930	137.60
02054	Matthew Chapman I-ExpRpt 09/16/2016	Chapman MPR Ann Sem Reg-AD	R	10/05/2016		274.76CR	035931	274.76
02210	Melissa McChesney I-Exp Rpt 09/19/2016	McChesney Ann MML Conf Reg-AD	R	10/05/2016		384.32CR	035932	384.32
00159	Missouri American Water I-Due 10/11/2016	Water Due 10/11/2016	R	10/05/2016		733.72CR	035933	733.72
00899	Parkville Municipal Court I-Apr-16 I-Jun-16 I-Mar-16 I-May-16	Processing Fees-CT Processing Fees-CT Processing Fees-CT Processing Fees-CT	R R R R	10/05/2016 10/05/2016 10/05/2016 10/05/2016		220.62CR 225.54CR 208.16CR 154.99CR	035934 035934 035934 035934	   809.31
01701	Platte County Citizen I-1749	2016 Semi-Ann Report Pub-AD	R	10/05/2016		85.00CR	035935	85.00
00107	Platte Rental & Supply I-30295-1 I-W 3068-1	Chainsaw-PK Chainsaw Repairs-PK	R R	10/05/2016 10/05/2016		369.99CR 104.19CR	035936 035936	 474.18
01739	Print Time I-9055197-IN I-9055550-IN	Chief/Capt Business Cards-EP Logo Reg Envelopes-AD	R R	10/05/2016 10/05/2016		50.00CR 51.40CR	035937 035937	 101.40

PACKET: 05782 Regular Payments-09/30/2016

VENDOR SET: 01

\*\*\*\* CHECK LISTING \*\*\*\*

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01982	Rejis Commission I-INV0049996	REJIS Charge-PD	R	10/05/2016		41.50CR	035938	41.50
01087	Stinson Leonard Street LLP I-40025612	Prof Serv through 08/31-AD	R	10/05/2016		6,450.00CR	035939	6,450.00
01652	Wayne Frazier I-Exp Rpt 09/09/2016	Frazier Plant Poison-NS	R	10/05/2016		54.99CR	035940	54.99

PACKET: 05782 Regular Payments-09/30/2016

VENDOR SET: 01

\*\*\* DRAFT/OTHER LISTING \*\*\*

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
01614	KCPL							
	I-Due 09/30/2016	Electric Due 09/30/2016	D	10/04/2016		3,456.45CR	000028	
	I-Due 10/03/2016	Electric Due 10/03/2016	D	10/04/2016		44.95CR	000028	
	I-Due 10/06/2016	Electric Due 10/06/2016	D	10/04/2016		3,676.93CR	000028	7,178.33

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

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	16	0.00	12,075.83	12,075.83
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	7,178.33	7,178.33
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:	17	0.00	19,254.16	19,254.16

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 05784 Regular Payments-09/29/2016

VENDOR SET: 01

\*\*\*\* CHECK LISTING \*\*\*\*

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00159	Missouri American Water							
	I-Due 10/13/2016	Water Due 10/13/2016	R	10/05/2016		16.33CR	035941	16.33

PACKET: 05784 Regular Payments-09/29/2016

VENDOR SET: 01

\*\*\* DRAFT/OTHER LISTING \*\*\*

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
00160	Missouri Gas Energy							
	I-Due 10/10/2016	Gas Due 10/10/2016		D 10/04/2016		81.77CR	000030	81.77

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

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	16.33	16.33
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	81.77	81.77
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	98.10	98.10

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 05783 Federal Withholdings 9/30/16

VENDOR SET: 01

\*\*\* DRAFT/OTHER LISTING \*\*\*

BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
00044	Park Bank							
	I-T1 201609284169	Federal Withholding	D	9/30/2016		8,389.93CR	000029	
	I-T3 201609284169	FICA W/H	D	9/30/2016		9,352.32CR	000029	
	I-T4 201609284169	Medicare W/H	D	9/30/2016		2,187.18CR	000029	19,929.43

\*\* 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	19,929.43	19,929.43
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	19,929.43	19,929.43

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

\*\*\*\* CHECK LISTING \*\*\*\*

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
02018	Ace ImageWear I-0563298	Shop Rags/Towels/Soap-ST	R	10/05/2016		61.38CR	035954	61.38
01371	Blue Valley Laboratories, Inc I-35580	PAC Retention Pond Aerator-TP	R	10/05/2016		2,635.00CR	035955	2,635.00
02353	Green Touch Lawn & Tree I-96895	Rush Creek Applications-PK	R	10/05/2016		715.00CR	035956	715.00
00055	H&H Septic Service, Inc. I-39181C	Repair Force Main Break-SW	R	10/05/2016		3,145.00CR	035957	3,145.00
02131	Heritage Tractor, Inc. I-1641262	MX8 Mower Attachment-TP	R	10/05/2016		6,200.00CR	035958	6,200.00
00969	Jones Iron & Metal Inc I-132937	Metal for Storm Drain Grate-TP	R	10/05/2016		37.00CR	035959	37.00
00880	Mid-America Pump I-48460 I-48461	National PS Inspect-SW Guide Rail Bracket Repair-SW	R	10/05/2016 10/05/2016		822.50CR 1,825.00CR	035960 035960	2,647.50
02207	Mission Communications I-1004221	McAfee Lift Circuit Board-PW	R	10/05/2016		260.00CR	035961	260.00
01582	Northland Sign & Decal Company I-889	Utility Drop Box Decal Inst-AD	R	10/05/2016		60.00CR	035962	60.00
01982	Rejis Commission I-INV0050343	REJIS Sept 2016-PD	R	10/05/2016		65.07CR	035963	65.07
00274	Ricoh USA, Inc. I-5044513579	Copy Machine Contract-PD	R	10/05/2016		118.83CR	035964	118.83

** T O T A L S **	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	11	0.00	15,944.78	15,944.78
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:	11	0.00	15,944.78	15,944.78

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 05790 Regular Payments-09/30/2016

VENDOR SET: 01

\*\*\* DRAFT/OTHER LISTING \*\*\*

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
02140	Commerce Bank - Commercial Cards							
	I-Stmt 09/30/2016	Stmt 09/30/2016		D 10/04/2016		7,018.63CR	000000	7,018.63

* * 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	7,018.63	7,018.63
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	7,018.63	7,018.63

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

VENDOR SET: 01 \*\*\*\*\* CHECK LISTING \*\*\*\*\*  
 BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00005	AFLAC							
	I-AFP201609014166	AFLAC PRETAX	R	10/03/2016		105.92CR	035942	
	I-AFP201609164167	AFLAC PRETAX	R	10/03/2016		105.92CR	035942	211.84
00136	State of Missouri							
	I-T2 201609014166	State Withholdings	R	10/03/2016		2,327.66CR	035943	
	I-T2 201609164167	State Withholdings	R	10/03/2016		2,437.66CR	035943	
	I-T2 201609284169	State Withholdings	R	10/03/2016		2,567.66CR	035943	7,332.98
00137	Kansas City Life Insuranc							
	I-LTD201609014166	Long Term Disability	R	10/03/2016		184.62CR	035944	
	I-LTD201609164167	Long Term Disability	R	10/03/2016		180.15CR	035944	364.77
00794	Delta Dental							
	I-DNC201609014166	Delta Dental Insurance	R	10/03/2016		205.36CR	035945	
	I-DNC201609164167	Delta Dental Insurance	R	10/03/2016		205.36CR	035945	
	I-DNF201609014166	Delta Dental Insurance	R	10/03/2016		296.56CR	035945	
	I-DNF201609164167	Delta Dental Insurance	R	10/03/2016		296.56CR	035945	
	I-DNP201609014166	DENTAL PRETAX	R	10/03/2016		485.52CR	035945	
	I-DNP201609164167	DENTAL PRETAX	R	10/03/2016		508.64CR	035945	
	I-DNS201609014166	Delta Dental Insurance	R	10/03/2016		185.04CR	035945	
	I-DNS201609164167	Delta Dental Insurance	R	10/03/2016		185.04CR	035945	2,368.08
01711	BCBSKC							
	I-ADD201609014166	ADD on BCBS Bill	R	10/03/2016		24.72CR	035946	
	I-ADD201609164167	ADD on BCBS Bill	R	10/03/2016		24.72CR	035946	
	I-BCC201609014166	BCBS Insurance	R	10/03/2016		446.00CR	035946	
	I-BCC201609164167	BCBS Insurance	R	10/03/2016		446.00CR	035946	
	I-BCE201609014166	BCKSKC Insurance	R	10/03/2016		1,876.00CR	035946	
	I-BCE201609164167	BCKSKC Insurance	R	10/03/2016		1,876.00CR	035946	
	I-BCF201609014166	BCBS Insurance	R	10/03/2016		1,452.00CR	035946	
	I-BCF201609164167	BCBS Insurance	R	10/03/2016		1,452.00CR	035946	
	I-BCS201609014166	BCBS Insurance	R	10/03/2016		492.00CR	035946	
	I-BCS201609164167	BCBS Insurance	R	10/03/2016		492.00CR	035946	
	I-HDC201609014166	BCBS Insurance	R	10/03/2016		1,520.00CR	035946	
	I-HDC201609164167	BCBS Insurance	R	10/03/2016		1,520.00CR	035946	
	I-HDE201609014166	BCBS Insurance	R	10/03/2016		1,200.00CR	035946	
	I-HDE201609164167	BCBS Insurance	R	10/03/2016		1,200.00CR	035946	
	I-HDF201609014166	BCBS Insurance	R	10/03/2016		1,857.00CR	035946	
	I-HDF201609164167	BCBS Insurance	R	10/03/2016		1,857.00CR	035946	
	I-HDS201609014166	BCBS Insurance	R	10/03/2016		420.00CR	035946	
	I-HDS201609164167	BCBS Insurance	R	10/03/2016		420.00CR	035946	
	I-HSC201609164167	BCBS Insurance	R	10/03/2016		361.00CR	035946	
	I-HSE201609014166	BCBS Insurance	R	10/03/2016		1,330.00CR	035946	
	I-HSE201609164167	BCBS Insurance	R	10/03/2016		1,520.00CR	035946	
	I-HSF201609014166	BCBS Insurance	R	10/03/2016		588.00CR	035946	
	I-LID201609014166	BC/BS Dependent Life Ins	R	10/03/2016		12.16CR	035946	
	I-LID201609164167	BC/BS Dependent Life Ins	R	10/03/2016		12.54CR	035946	
	I-LIF201609014166	BC/BS Life Insurance	R	10/03/2016		163.34CR	035946	
	I-LIF201609164167	BC/BS Life Insurance	R	10/03/2016		160.09CR	035946	22,722.57

VENDOR SET: 01 \*\*\*\*\* CHECK LISTING \*\*\*\*\*  
 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	10/03/2016			035947	**VOID**
*VOID*	VOID CHECK		V	10/03/2016			035948	**VOID**
01718	VSP							
	I-VSP201609014166	Vision Care Employee Premiums	R	10/03/2016		105.94CR	035949	
	I-VSP201609164167	Vision Care Employee Premiums	R	10/03/2016		112.36CR	035949	218.30
01730	LAGERS							
	I-CSR201609014166	LAGERS RETIREMENT	R	10/03/2016		3,558.21CR	035950	
	I-CSR201609164167	LAGERS RETIREMENT	R	10/03/2016		3,519.04CR	035950	
	I-CSR201609284169	LAGERS RETIREMENT	R	10/03/2016		3,566.94CR	035950	
	I-R:P201609014166	City/PD Ret Contribution	R	10/03/2016		2,593.54CR	035950	
	I-R:P201609164167	City/PD Ret Contribution	R	10/03/2016		2,774.76CR	035950	
	I-R:P201609204168	City/PD Ret Contribution	R	10/03/2016		52.50CR	035950	
	I-R:P201609284169	City/PD Ret Contribution	R	10/03/2016		2,759.08CR	035950	18,824.07
01807	City of Parkville/Flex Plan							
	I-FLX201609014166	Flex Plan	R	10/03/2016		382.26CR	035951	
	I-FLX201609164167	Flex Plan	R	10/03/2016		382.26CR	035951	764.52
02290	Colonial Life							
	I-COA201609014166	Colonial Life After Tax	R	10/03/2016		124.93CR	035952	
	I-COA201609164167	Colonial Life After Tax	R	10/03/2016		124.93CR	035952	
	I-COP201609014166	Colonial Life PreTax	R	10/03/2016		121.45CR	035952	
	I-COP201609164167	Colonial Life PreTax	R	10/03/2016		121.45CR	035952	492.76

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	9	0.00	53,299.89	53,299.89
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:	2	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:	11	0.00	53,299.89	53,299.89

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 05788 Addtl EOM benefits - September

VENDOR SET: 01

\*\*\*\* CHECK LISTING \*\*\*\*

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01711	BCBSKC I-201610034170	BCBSKC	R	10/03/2016		1,407.85CR	035953	1,407.85

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

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	1,407.85	1,407.85
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	1,407.85	1,407.85

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

VENDOR SET: 01 City of Parkville  
 BANK: AP Pooled Cash Regular AP  
 DATE RANGE: 9/27/2016 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02140	Commerce Bank - Commercial Car							
I-Stmt 09/30/2016	Stmt 09/30/2016	D	10/04/2016			000000		
81 505.01-41-00	Training		Chrisman LECC Conf-P	174.74				
10 501.09-21-00	Misc-Other		Parkville in Art Emp	350.00				
10 501.06-01-00	Building Maint & Repair		Floor Sweeper-AD	37.98				
10 501.06-01-00	Building Maint & Repair		Key Card Battery Rep	66.58				
10 501.09-21-00	Misc-Other		Facebook Ad Test-AD	1.45				
10 518.05-01-00	Office Supplies & Consumables		4-Pack Color Ink Car	138.59				
10 515.05-01-00	Office Supplies & Consumables		Field Books-PW	38.28				
10 501.06-01-00	Building Maint & Repair		Mini Fridge Exec Con	199.00				
10 501.01-41-02	Professional Dev - Staff		Blakeslee MARC Lunch	20.00				
10 501.01-41-02	Professional Dev - Staff		Palmer MARC Lunch-AD	20.00				
10 501.01-41-02	Professional Dev - Staff		McChesney MARC Lunch	20.00				
10 501.01-41-02	Professional Dev - Staff		Blakeslee Platte Par	17.00				
10 20070	Vol. Employee Fund W/H		09/15/16 Lunch with	28.36				
10 501.01-41-02	Professional Dev - Staff		Breakout KC Senior	192.89				
10 501.01-41-00	Membership Fees & Dues - Staff		Chapman GFOA Dues-AD	50.00				
10 515.01-41-02	Professional Development		Abel APWA Cong Trans	1.75				
10 525.06-12-00	Playground Equipment Repair		Rubber Mulch-PK	482.69				
10 515.01-41-02	Professional Development		Abel APWA Conf Airpo	30.00				
10 515.01-41-02	Professional Development		Abel APWA Conf Hotel	793.80				
30 501.04-51-00	Facility Improvements		Wireless USB Adapter	65.06				
10 501.09-21-00	Misc-Other		Purchase Charge in d	97.65				
10 540.06-31-00	Computer Maintenance		Vimeo Computer Maint	59.95				
10 501.09-20-02	Exec Session Meeting Supplies		09/06/2016 Board Mee	30.27				
10 501.05-01-00	Office Supplies & Consumables		Storage Baskets-AD	71.37				
10 501.05-02-00	Postage		Certified Mail POTMC	5.12				
10 501.01-41-02	Professional Dev - Staff		McChesney MoCCFOA Co	165.00				
10 501.01-41-03	Professional Dev - Board		Park Alum Ann Awards	90.00				
10 501.05-01-00	Office Supplies & Consumables		Tags for Office Supp	5.22				
10 501.01-41-02	Professional Dev - Staff		McChesney MML Ann Co	438.51				
30 501.05-06-00	Delinquencies		Delinquent Letter Po	185.29				
10 501.05-01-00	Office Supplies & Consumables		Front Desk Printer T	55.99				
10 501.05-01-00	Office Supplies & Consumables		Clasp Envelopes-AD	18.99				
10 525.05-01-00	Office Supplies & Consumables		Clasp Envelopes/Colo	55.09				
10 501.03-01-00	Telephone & Voicemail		Consolidated Comm Ph	497.45				
10 525.03-05-00	Mobile Phones & Pagers		Sprint Phones-PK	82.37				
10 518.03-05-00	Mobile Phones & Pagers		Sprint Phones-CD	132.08				
10 515.03-05-00	Mobile Phones & Pagers		Sprint Phone-PW	20.59				
10 520.03-05-00	Mobile Phones & Pagers		Sprint Phone-ST	189.59				
10 505.03-05-00	Mobile Phone & Pagers		Sprint Phone-PD	231.67				
30 501.03-06-00	Wi-Fi		Sprint Hotspot-SW	39.99				
10 525.03-04-00	Water		Water-PK	39.54				
10 505.03-01-00	Telephone & Voicemail		AT&T Phone-PD	60.14				
10 520.03-01-00	Telephone & Voicemail		AT&T Phone-PK	144.98				
10 520.03-01-00	Telephone & Voicemail		AT&T Phone-ST	70.68				
30 501.03-01-00	Telephone & Voicemail		AT&T Phone-SW	127.91				
10 520.03-01-00	Telephone & Voicemail		AT&T Uverse-ST	50.00				

VENDOR SET: 01 City of Parkville  
 BANK: AP Pooled Cash Regular AP  
 DATE RANGE: 9/27/2016 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02140	Commerce Bank - CommerCONT							
I-Stmt 09/30/2016	Stmt 09/30/2016	D	10/04/2016			000000		
30 501.09-21-00	Miscellaneous		Sewer Gmail Account-	5.00				
10 501.03-08-00	Cable		TWC Internet-AD	174.77				
10 520.03-04-00	Water		Water-ST	33.45				
10 520.03-04-00	Water		Water-ST	39.05				
10 501.05-01-00	Office Supplies & Consumables		Clips/Label Maker Ta	46.72				
10 520.05-01-00	Office Supplies & Consumables		Ink/Pens-ST	101.37				
10 518.05-01-00	Office Supplies & Consumables		Flash Drive/Manilla	38.65				
10 515.05-01-00	Office Supplies & Consumables		Pens-PW	13.49				
30 501.05-01-00	Office Supplies		Expandable File-SW	18.69				
10 535.06-21-00	Vehicle Repair & Maintenance		New Tires & Warranty	421.24				
30 501.06-42-00	Line Maintenance		Westland Contract Po	22.95				
10 518.01-41-00	Membership Fees & Dues		Student Membership-C	25.00				
10 518.01-41-00	Membership Fees & Dues		ICC City Membership-	325.00				
10 515.05-04-00	Printing		Poster Printing-PW	15.00				
10 518.03-05-00	Mobile Phones & Pagers		Tablet-CD	44.64				7,018.63

** T O T A L S **	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	7,018.63	0.00	7,018.63
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 20070	Vol. Employee Fund W/H	28.36
10 501.01-41-00	Membership Fees & Dues - Staff	50.00
10 501.01-41-02	Professional Dev - Staff	873.40
10 501.01-41-03	Professional Dev - Board	90.00
10 501.03-01-00	Telephone & Voicemail	497.45
10 501.03-08-00	Cable	174.77
10 501.05-01-00	Office Supplies & Consumables	198.29
10 501.05-02-00	Postage	5.12
10 501.06-01-00	Building Maint & Repair	303.56
10 501.09-20-02	Exec Session Meeting Supplies	30.27
10 501.09-21-00	Misc-Other	449.10

VENDOR SET: 01 City of Parkville  
 BANK: AP Pooled Cash Regular AP  
 DATE RANGE: 9/27/2016 THRU 99/99/9999

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

G/L ACCOUNT	NAME	AMOUNT
10 505.03-01-00	Telephone & Voicemail	60.14
10 505.03-05-00	Mobile Phone & Pagers	231.67
10 515.01-41-02	Professional Development	825.55
10 515.03-05-00	Mobile Phones & Pagers	20.59
10 515.05-01-00	Office Supplies & Consumables	51.77
10 515.05-04-00	Printing	15.00
10 518.01-41-00	Membership Fees & Dues	350.00
10 518.03-05-00	Mobile Phones & Pagers	176.72
10 518.05-01-00	Office Supplies & Consumables	177.24
10 520.03-01-00	Telephone & Voicemail	265.66
10 520.03-04-00	Water	72.50
10 520.03-05-00	Mobile Phones & Pagers	189.59
10 520.05-01-00	Office Supplies & Consumables	101.37
10 525.03-04-00	Water	39.54
10 525.03-05-00	Mobile Phones & Pagers	82.37
10 525.05-01-00	Office Supplies & Consumables	55.09
10 525.06-12-00	Playground Equipment Repair	482.69
10 535.06-21-00	Vehicle Repair & Maintenance	421.24
10 540.06-31-00	Computer Maintenance	59.95
	*** FUND TOTAL ***	6,379.00
30 501.03-01-00	Telephone & Voicemail	127.91
30 501.03-06-00	Wi-Fi	39.99
30 501.04-51-00	Facility Improvements	65.06
30 501.05-01-00	Office Supplies	18.69
30 501.05-06-00	Delinquencies	185.29
30 501.06-42-00	Line Maintenance	22.95
30 501.09-21-00	Miscellaneous	5.00
	*** FUND TOTAL ***	464.89
81 505.01-41-00	Training	174.74
	*** FUND TOTAL ***	174.74

VENDOR SET: 01	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			1	7,018.63	0.00	7,018.63
BANK: AP	TOTALS:		1	7,018.63	0.00	7,018.63
REPORT TOTALS:			1	7,018.63	0.00	7,018.63

## **CITY OF PARKVILLE**

### **Policy Report**

Date: Monday, September 26, 2016

Prepared By:  
Melissa McChesney  
City Clerk

Reviewed By:  
Lauren Palmer  
City Administrator

ISSUE:

Authorize staff to release the request for proposals for city attorney services.

BACKGROUND:

Per Parkville Municipal Code Chapter 125, the Mayor, by and with the consent of the Board of Aldermen, may appoint a city attorney. Steve Chinn was appointed as the city attorney in January 2012 and announced that he would retire at the end of 2016.

Staff plans to solicit proposals for a law firm or individual attorney to provide city attorney services on a contract or in-house basis beginning January 1, 2017. Some services will include providing legal advice and consultation, interpreting laws and court decisions, drafting and/or reviewing documents, representing the City in litigation and intergovernmental projects, and attending Board of Aldermen meetings (open and closed).

The request for proposals will be released on October 5 and the final deadline for submissions will be 5:00 p.m. on Friday, October 28. A selection committee comprised of staff, the mayor and one alderman will review the proposals and recommend a professional services agreement to the Finance Committee on November 28, 2016.

BUDGET IMPACT:

The 2016 Administration budget (10.501.08-01-00) included \$77,400 (\$6,450 per month) for attorney/legal fees and \$42,600 for supplemental services and specialty legal matters. There is no direct budget impact associated with this action.

ALTERNATIVES:

1. Authorize staff to release the request for proposals for city attorney services.
2. Do not approve the release of the request for proposals.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends authorizing staff to release the request for proposals for city attorney services.

POLICY:

Parkville Municipal Code Chapter 125 and RSMo 79.230 state that the Mayor, with the consent of the Board of Aldermen, may appoint a city attorney.

SUGGESTED MOTION:

I move to authorize staff to release the request for proposals for city attorney services and appoint the Mayor and Alderman <fill in the blank> to serve on the selection committee.

ATTACHMENTS:

1. Request for Proposals
2. Draft Professional Services Agreement



## Request for Proposals: City Attorney Services

The City of Parkville, Missouri ("City") is pleased to issue this Request for Proposals ("RFP") for city attorney services.

### 1. INTRODUCTION

The City of Parkville is a fourth-class city located in the southern portion of Platte County, Missouri along the Missouri River. The population of Parkville was 5,554 at the 2010 census. Parkville is home to Park University, Parkville Commons, English Landing Park, the National Golf Club, Riss Lake, and the historic downtown Main Street area. The City of Parkville has 40 permanent employees supplemented by various contracted, seasonal, and intern employees. The City offers a full range of municipal services including street maintenance, public parks, sewer utility, community development, police, and municipal court. The 2016 City Budget and 2015 Audit are available online: <http://parkvillemo.gov/financialdocuments/>.

The City of Parkville is soliciting proposals for a law firm or individual attorney to provide city attorney services for general municipal counsel, basic legal services and advice on special projects on a contract or in-house basis beginning January 1, 2017. It is the intent of the City to engage legal counsel services from a qualified law firm or individual attorney through an evaluation and comparison of past performance, appropriate references, prior experience in other municipalities and counties and expertise related to the City's specifications, as well as the criteria that will be used in evaluating the qualifications of firms and individual attorneys submitting proposals. Law firms and individual attorneys are invited to submit qualifications for the provision of these services. In order to be considered, qualifications must address each of the concerns requested in this document.

The City requests one attorney to be designated as the city attorney as defined in Chapter 125 of the Parkville Municipal Code. Accessibility to and a timely response from the attorney is essential to the position. Duties may be shared among other attorneys within the firm as needed to meet the city's objectives. If determined to be the best fit for the City, an individual attorney may be hired as a city employee. The level of involvement of the individual attorney or firm will be defined by the City Administrator or the Mayor and/or Board of Aldermen.

### 2. SCOPE OF SERVICES

*Note: The final Scope of Services is subject to change following the selection process and negotiations with the selected firm or individual attorney. Therefore, the City reserves the right to make revisions.*

- A. Providing clear and concise legal advice and consultation (oral and written) as requested or required, to the Mayor, Board of Aldermen and staff on a variety of matters pertaining to all aspects of governance.
- B. Researching and interpreting laws, court decisions and other authorities in order to prepare legal opinions and to advise the Board of Aldermen and staff on legal matters pertaining to City matters.

- C. Drafting, reviewing, and/or revising documents, including but not limited to memoranda concerning legal issues, contracts, ordinances, resolutions, license agreements, city policies, notices, leases, deeds, loans, permits and staff reports. Clear, concise, well-organized writing is prerequisite.
- D. Representing the City in litigation (civil, tort, liability, labor and employment, construction law/public works, general writ, etc.).
- E. Representing the City in intergovernmental projects and other matters, as needed.
- F. Coordinating the work of outside legal counsel, as directed by the Board of Aldermen or City Administrator.
- G. Providing legal advice and assistance to operating departments with regard to employee disciplinary actions.
- H. Preparing correspondence and other legal documents on behalf of the City as directed.
- I. Performing other duties as directed by the City Administrator and/or Board of Aldermen.
- J. Representing and advising the Board of Aldermen, city officers, boards and commissions in all matters of law pertaining to their offices.
- K. Public Meetings. The city attorney will attend regular Board of Aldermen meetings (open and closed sessions) as needed and advise the Board of Aldermen on matters on the agenda as well as procedural matters that may arise during and following the meeting. The Board of Aldermen meets at 7:00 p.m. on the first and third Tuesdays of every month. Special meetings are called as needed.
- L. Providing guidance and legal advice on the Missouri Sunshine Law and parliamentary procedure.

### **3. PROPOSAL AND EVALUATION CRITERIA**

#### **A. Instructions to Applicants:**

1. The response to this RFP should be delivered as follows: Four (4) hard copies plus one (1) electronic PDF file version (on a CD, flash drive or via email) shall be submitted to the address below in a sealed package clearly marked to the attention of Melissa McChesney and must be received at the address below by 12:00 PM (noon) Central Time on October 28, 2016.

Melissa McChesney  
 City Clerk  
 City of Parkville  
 8880 Clark Ave.  
 Parkville, MO 64152  
[mmcchesney@parkvillemo.gov](mailto:mmcchesney@parkvillemo.gov)

2. Any proposals received after the specified date and time will be rejected and returned unopened. Proposals may not be modified or withdrawn after the submittal deadline. However, a respondent may withdraw one's proposal from the selection process at any time prior to the submittal deadline. The City reserves the right to extend the time for submittals.
3. Additional promotional materials/brochures may be included in addition to the proposal but may not substitute for any of the content requirements of the proposal itself. This additional material need not be submitted in an electronic format.
4. Communication (other than through the process described herein) with the City, the selection committee, or the general public relative to this RFP prior to the announcement of a selection is strictly prohibited.
5. The City reserves the right to request a change in any proposed sub-consultants, if applicable.
6. The City reserves the right to waive any irregularities and/or reject any and all submittals. The City is under no obligation to award a contract to any firm or individual attorney submitting a proposal.
7. The City shall not be responsible for any costs incurred in the preparation, submittal, and presentation of proposals.

8. All materials submitted shall become the property of the City and shall be subject to the laws and regulations relating to the disclosure of public information. No guarantee of privacy or confidentiality is offered or implied.

## **B. Proposal Requirements and Evaluation Criteria**

The following are the contents that all proposals must include. The following categories and criteria will be major considerations in the evaluation and determination of the most qualified and capable individual and/or firm. Note: The sequence of the listing is not intended to reflect relative weight of each category:

1. **Interest and Relevant Experience:** A statement of interest for the scope of services (not to exceed two pages) including a narrative describing the respondent's capabilities, relevant experience, and interest in the scope of work.
2. **Availability:** A statement on the availability and commitment of the respondent to undertake the scope of services.
3. **Background and Training:** Proposal shall include resumes for personnel who may perform services, including the lead contact who will act as the city attorney. Resumes should list all relevant educational background/training and experience.
4. **References:** The name, address and telephone number of at least three client references (preferably municipal clients) who can attest to the respondent's ability to perform the services. Proposal shall include a description of the relationship between each reference and the respondent.
5. **Disclosure:** Proposal will disclose any professional or personal financial interest which could be a possible conflict of interest in contracting with the City.
6. **Fee:** Proposal shall include a total annual fee for the scope of services for fiscal year 2017 and any fee escalators for subsequent contract years. Proposal should clearly state basis for the proposed fee (hourly, monthly, lump sum, other) and the method for billing additional services beyond those listed in the scope. The fee proposal shall, if applicable, itemize the methodology for billing reimbursable expenses such as mileage, production of documents, etc. The City reserves the right to negotiate a final fee and scope of services as part of negotiations following the selection process. The city seeks a fee arrangement that ensures predictability of costs and reduces the administrative burden on city staff to meticulously track legal services and hours throughout the month in order to control costs. Attachment 2 includes a listing of billable hours over the past year attributable to the city attorney contract (excludes engagements with special legal counsel for specialty matters). Respondents may rely on this information to craft a fee proposal that is fair to both parties, easy to administer, and ensures coverage of the city's legal needs.
7. **Adherence to Contract:** The City's standard Professional Services Agreement is included as Attachment 1. Respondent shall thoroughly review the agreement and state an ability to comply with its terms and/or state any terms for which it will request re-negotiation.

## **4. PROPOSED PROCESS AND TIMELINE (subject to change)**

The following selection process will be utilized to determine the recommendation to the Board of Aldermen.

- October 5, 2016 RFP issued and posted on the City of Parkville website.
- October 28, 2016 Receipt of proposals due by 12:00 PM Central Time.
- November 7, 2016 A selection committee comprised of city officials will evaluate the proposals and select a preferred respondent to begin negotiations. If multiple firms or individual attorneys have exceptional proposals, the selection committee will select a short-listed group of finalists for interviews.

- November 14, 2016 Short-listed firms and/or individual attorneys are interviewed (at City's option)
- November 22, 2016 Preferred firm or individual attorney is notified of selection and negotiations.
- November 28, 2016 Finance Committee takes action on recommended agreement.
- December 6, 2016 Board of Aldermen takes action on recommended agreement.
- January 1, 2017 Notice to Proceed

By submitting a proposal in response to this RFP, the respondent expresses its intent to comply with the established timeline. In addition, the respondent accepts the evaluation process and methodology, as well as acknowledges and accepts that the determination of "the most qualified and capable" firm(s) or individual attorney(s) will require subjective judgments by the selection committee and the City. Thank you in advance for your interest in the City of Parkville.

#### ATTACHMENTS

1. Draft Professional Services Agreement
2. Average Legal Hours

END OF REQUEST FOR PROPOSALS

## CITY ATTORNEY SERVICES PROFESSIONAL SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this \_\_\_\_ day of \_\_\_\_\_ 2016, by and between the CITY OF PARKVILLE, MISSOURI (“City”) and \_\_\_\_\_ (“Service Provider”).

WHEREAS, the City requires a the services of a city attorney (“Project”) as described in Exhibit A; and

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

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 city attorney services provided by the Service Provider in accordance with this Agreement.
- B. The City agrees to retain Service Provider and Service Provider agrees to perform and complete the Services described in the Exhibit A – Scope of Services and Fees, attached hereto and incorporated by reference.
- C. 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.
- D. 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 outlined in Exhibit A-1.
- B. Service Provider is not eligible for reimbursement for miscellaneous expenses including travel, transportation, postage, etc. except as provided in Exhibit A.
- C. Service Provider shall submit an itemized invoice to the City on the first day of each month that details the Services that were provided in the month immediately prior, as well as any other charges or reimbursements to which the Service Provider is entitled by this Agreement. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice’s due date, City shall pay the undisputed portion of the invoice and notify Service Provider of the nature of the dispute regarding the balance.

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

**IV. SCHEDULE**

- A. Unless otherwise directed by the City, Service Provider shall commence performance of the Services on January 1, 2017.
- B. 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.
- C. If Service Provider's performance is delayed due to delays caused by the City, Service Provider shall have no claim against the City for damages or payment adjustment other than an extension of time to perform the Services.

**V. LIABILITY AND INDEMNIFICATION**

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

**VI. INSURANCE**

The Service Provider shall secure and maintain, at its expense, through the duration of this Agreement the insurance described on Exhibit B.

**VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL**

- A. Service Provider's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any and all employees of the Service Provider.
- B. While upon City premises, the Service Provider's employees and agents shall be subject to the City's rules and regulations respecting its property and the conduct of employees thereon.

**VIII. OWNERSHIP OF WORK PRODUCT**

Service Provider agrees that any documents, materials and work products produced in whole or in part through it under this Agreement, any intellectual property rights of Service Provider

therein (collectively the "Works") are intended to be owned by the City. Accordingly, Service Provider hereby assigns to the City all of its right title and interest in and to such Works.

**IX. RELATIONSHIP OF THE PARTIES**

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

**X. NOTICES**

- A. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section:
- B. Notices sent by Service Provider shall be sent to:
  - City of Parkville
  - Attn: City Administrator
  - 8880 Clark Ave.
  - Parkville, MO 64152
- A. Notices sent by the City shall be sent to:

**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 all Services are satisfactorily completed and accepted by the City.
- C. Notwithstanding Article XI, Paragraph B, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days written notice to the Service Provider. The City shall compensate Service Provider for the Services that have been completed to the City's satisfaction as of the date of termination at the rates set forth on Exhibit A, or if the appropriate compensation of services performed through the date of termination is not set forth on Exhibit A, on a pro-rata basis determined by the percentage of completion of services as described on Exhibit A. Service Provider shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

**XII. RESOLUTION OF DISPUTES**

- A. City and Service Provider agree that disputes relative to the services and the Project shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct

negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Service Provider shall proceed with the services as per this Agreement as if no dispute existed.

- B. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the City Administrator as to such matter or other action on which the dispute is based.
- C. Arbitration of disputes.
  - i. Claims, except those waived as provided for elsewhere in this Agreement, which have not been resolved by the procedures described above, shall be decided by arbitration which, unless the parties mutually agree otherwise, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association.
  - ii. A demand for arbitration may be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.
  - iii. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the City or Service Provider and any person or entity with whom the City or Service Provider has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Agreement or not a party to an agreement with the City, except by written consent containing a specific reference to the Agreement signed by the City and Service Provider and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
  - iv. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
  - v. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### **XIII. MISCELLANEOUS PROVISIONS**

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

- B. Assignability. Service Provider shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Service Provider from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- C. Media Announcements. Service Provider shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City
- D. Compliance with Local Laws. Service provider shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- E. Equal Employment Opportunity. During the performance of this Agreement, Service Provider agrees as follows:
- i. Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
  - ii. Service Provider will, in all solicitation or advertisements for employees placed by or on behalf of Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
  - iii. Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- F. Authorized Employees. Service Provider acknowledges that 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 be in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Services related to this Agreement, and that its employees can lawfully to work in the United States.
- G. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Service Provider shall take appropriate steps to assure compliance.
- H. Interest of Service Provider and Employees. Service Provider covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the scope of work associated with this Agreement or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Service Provider

further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

- I. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Service Provider, and attached hereto.
- J. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- K. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- L. Third Parties. The Services to be performed by the Service Provider are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

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

CITY OF PARKVILLE, MISSOURI

By: \_\_\_\_\_

Nanette K. Johnston, Mayor

ATTEST:

\_\_\_\_\_

Melissa McChesney, City Clerk

Company Name

By: \_\_\_\_\_

Name

Title

## EXHIBIT A

### Scope of Services

- A. Providing clear and concise legal advice and consultation (oral and written) as requested or required, to the Mayor, Board of Aldermen and staff on a variety of matters pertaining to all aspects of governance.
- B. Researching and interpreting laws, court decisions and other authorities in order to prepare legal opinions and to advise the Board of Aldermen and staff on legal matters pertaining to City matters.
- C. Drafting, reviewing, and/or revising documents, including but not limited to memoranda concerning legal issues, contracts, ordinances, resolutions, license agreements, city policies, notices, leases, deeds, loans, permits and staff reports. Clear, concise, well-organized writing is prerequisite.
- D. Representing the City in litigation (civil, tort, liability, labor and employment, construction law/public works, general writ, etc.).
- E. Representing the City in intergovernmental projects and other matters, as needed.
- F. Coordinating the work of outside legal counsel, as directed by the Board of Aldermen or City Administrator.
- G. Providing legal advice and assistance to operating departments with regard to employee disciplinary actions.
- H. Preparing correspondence and other legal documents on behalf of the City as directed.
- I. Performing other duties as directed by the City Administrator and/or Board of Aldermen.
- J. Representing and advising the Board of Aldermen, city officers, boards and commissions in all matters of law pertaining to their offices.
- K. Public Meetings. The city attorney will attend regular Board of Aldermen meetings (open and closed sessions) as needed and advise the Board of Aldermen on matters on the agenda as well as procedural matters that may arise during and following the meeting. The Board of Aldermen meets at 7:00 p.m. on the first and third Tuesdays of every month. Special meetings are called as needed.
- L. Providing guidance and legal advice on the Missouri Sunshine Law and parliamentary procedure.

Exhibit A-1

Compensation, subject to proposals and negotiations

DRAFT

## EXHIBIT B

### INSURANCE REQUIREMENTS

1. 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, through the duration of this Agreement and for at least two years after final payment by the City, Professional Liability – Errors and Omissions 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.
2. 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 City prior to commencement of any services on City property.

## **CITY OF PARKVILLE**

### **Policy Report**

Date: September 28, 2016

Prepared By:  
Alysen Abel  
Public Works Director

Reviewed By:  
Lauren Palmer  
City Administrator

ISSUE:

Approve a construction agreement with Pro Concrete Design, Inc. for the installation of the Tnemec flooring and Epoxy wall coating for the English Landing Park Restroom Rehabilitation Project.

BACKGROUND:

On September 6, 2016, the Board of Aldermen approved a construction agreement with GS Structural for the carpentry work associated with the English Landing Park Restroom Renovation Project. The bid documents submitted by GS Structural provided the installation of tile flooring, not Tnemec flooring as originally included in the plans and specifications. On September 15, 2016, staff approved a change order to remove the flooring from the construction agreement with GS Structural.

The City previously received bids from two contractors for the Tnemec flooring. GS Structural did not have the experience with Tnemec flooring and Across the Board Contracting was not able to begin construction until after November 1<sup>st</sup>. Staff contacted Pro Concrete Design to provide a quote for the Tnemec flooring. The quote includes both the flooring as well as the diamond grinding for preparation prior to installing the flooring. The cost to install the Tnemec flooring is \$8,715.

There was a small committee formed to review the rehabilitation plan. The small committee comprised of Mayor Nan Johnston, two aldermen (Diane Driver and Marc Sportsman), two Community Land & Recreation Board (CLARB) representatives (Adam Zink and Phil Wassmer), contract City Engineer Jay Norco, Public Works Director Alysen Abel, Director of Operations Alan Schank, Park Superintendent Tom Barnard, and John Freshnock, WSKF. During the committee discussions, it was recommended that the walls receive a sandblasting treatment prior to painting the walls. Further, a sealant would need to be applied to trap any lingering odors from restroom usage and flooding. It was previously planned for the Public Works staff to paint the walls in the restroom.

While obtaining a quote for the Tnemec flooring, staff inquired about the ability for the contractor to sandblast the walls. The contractor recommended also installing an epoxy wall coating to trap any odors. The quote of \$5,300 includes sandblasting the walls in addition to the installation of the epoxy wall coating.

The total cost of the work completed by Pro Concrete Design would be \$14,015.

BUDGET IMPACT:

The 2016 Capital Improvement Program (CIP) includes \$210,000 for this project from three sources: \$40,000 (19%) – Outreach Grant; \$15,000 (7%) – Parks Donations Fund; and \$155,000 (74%) – Fewson Fund loan.

WSKF and Public Works staff initially estimated that the Tier 1 improvements for the restroom would cost approximately \$65,000. The costs associated with the English Landing Restroom Tier 1 rehabilitation are:

1. Electrical - \$2,194.00
2. Carpentry - \$23,000.00 (included in separate item on this agenda)
3. Plumbing - \$12,139.25
4. Site Construction - \$10,540 (included in separate item on this agenda)
5. Flooring / Wall Covering - \$14,015.00 (from this request)
6. Fountain Purchase Order - \$3,381.00 (included in separate item on this agenda)

The work is still close to the \$65,000 cost estimate; the total construction cost is \$65,269.25. The overall project budget also includes the architectural fees associated with the restroom reconstruction. The design costs for the restroom are \$25,630.34. This includes the original design of the new restroom; the architect did not charge the City for the costs associated with the reconstruction of the existing restroom. Including the design costs, the total project costs would be \$90,899.59.

The funding sources would include \$40,000 from the Outreach Grant and \$15,000 from the Parks Donation Fund. Staff recommends that the balance be funded from the General Fund in 2016 rather than seeking a Fewson Fund loan for a relatively small amount. The General Fund has capacity to cover the remaining balance of \$35,899.59. One area of savings is the Parks Storage Facility that will not be constructed in 2016. It had a budgeted cost of \$75,000, of which only about \$15,000 will be expended in 2016 for design.

**ALTERNATIVES:**

1. Approve a construction agreement with Pro Concrete Design, Inc. for the installation of the Tnemec flooring and Epoxy wall covering.
2. Provide alternative direction to staff.
3. Postpone the item.

**STAFF RECOMMENDATION:**

Staff recommends approval of a construction agreement with Pro Concrete Design, Inc. for the installation of the Tnemec flooring and Epoxy wall covering. It was originally planned to have the Public Works staff paint the walls of the restroom. Staff would still need to contract out the sandblasting. Further, the epoxy wall covering is a better solution to the restroom than paint.

**FINANCE COMMITTEE RECOMMENDATION:**

Due to the cancellation of the meeting on September 26, 2016, this item was not acted on by the Finance Committee. Staff recommends moving forward with the construction agreement for the floor and wall covering installation due to the November 1<sup>st</sup> deadline for the County's Outreach Grant for the completion of the restroom rehabilitation.

**POLICY:**

The Purchasing Policy, Resolution No. 10-02-14, requires the Board of Aldermen to approve all purchases above \$10,000 upon recommendation of the Finance Committee.

**SUGGESTED MOTION:**

I move to approve a construction agreement with Pro Concrete Design, Inc. for the installation of the Tnemec flooring and the epoxy wall covering at a total cost of \$14,015.

**ATTACHMENTS:**

1. Quote from Pro Concrete Design
2. Construction Agreement

# Pro Concrete Design, inc

Stained Concrete · Epoxy Coatings · Concrete Polishing

**September 15, 2016**

**CONTRACT SUBMITTED TO:**

Parkville  
Tom Barnard  
8880 Clark Ave  
Parkville, MO  
[tbarnard@parkvillemo.gov](mailto:tbarnard@parkvillemo.gov)

**JOB LOCATION:**

**AREA OF INTEREST: English Landing Park Restrooms**

**SYSTEMS:**

DECORATIVE QUARTZ EPOXY

Tnemec Deco Tread

*COLOR: tbd*

*TEXTURE: Medium/heavy*

*AREA:*

*Men's floor: 170 sq ft*

*Women's floor: 216 sq ft*

*COVE: 8"*

*Men's: 73 lf*

*Women's: 83 lf*

*PITS/CRACKS: pre-treated*

*JOINTS: pre-treated*

EPOXY COATING

Tnemec

*COLOR: tbd*

*AREA:*

*Men's walls: 590 sq ft*

*Women's walls: 664 sq ft*

**SCOPE OF SERVICES:**

DECORATIVE QUARTZ EPOXY

1. Self-contained diamond grinding for preparation.
2. Install 8" cove base.
3. Floor to be double broadcast quarts.
4. Grout the floor with 100% solids epoxy.
5. Install a second grout coat of 100% solids epoxy.
6. Finish coat to be chemical resistance polyurethane.

EPOXY COATING

1. Walls to be blasted prior to coating to remove all coatings off the walls.
2. We will apply two applications of epoxy to the walls.

**SCHEDULE:** Based on completing ALL work during working hours of Monday – Friday 7:00 AM to 3:30 PM.  
Estimated install time of 5 days.

**PRICING:**

Decorative Quartz Epoxy: \$8,715.00  
Epoxy Wall Coating: \$5,300.00

**TERMS AND CONDITIONS:**

1. **Lighting** – The area must have adequate lighting in order to install specified flooring materials.
2. **Accessibility** – The area must be free of all debris and movable equipment and other trades prior to our arrival.
3. **Trash removal** – A dumpster or equivalent means of trash removal must be provided.
4. **Water** – A hose bib must be accessible within 50' of area.
5. **Heat/Cooling** – The area must be above 60F for a minimum of three days prior to and throughout the installation, or the building must be below 85F for a minimum of three days prior to and throughout with relative humidity below 50%.
6. **Material storage** – There must be a dry, heated and cooled area to store materials on site.
7. **Electricity** – The area must have 110V on 20 amp breakers within 100' of working area.
8. **Mobilization** – Bid is based upon one mobilization, each additional re-mobilize will be billed at \$300.00 each.
9. **Bid Bonds** – No bonds are included in this price.
10. **Wage** – Prevailing wage **IS** represented.
11. **Pay Rate** – Base man rate is \$135.00 per man hour, overtime premiums are rated at \$35.00 per man hour.
12. **Shutdown and weekend rate** –An additional \$35.00 per man hour.

**WARRANTY:**

*Will warranty the floor system in this quote for a time frame of ONE year(s) from the date of completion. This Warranty covers labor and materials. Normal wear, scratches, gouges, dents and chips are not warranted by this system. This warranty does cover and include failure due to improper installation based upon manufacturer and industry standards. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. If you do not pay as and when required by this contract, however, all guarantees by it will be void and a 1 1/2% per month interest charge will accrue and you will pay all costs related to the collection of the amount, including reasonable attorney's fees and court costs. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon absence of strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation insurance. This contract contains all of the terms and conditions agreed to by the parties and no other representations, warranties or agreements, expressed or implied, shall vary the terms of this contract.*

**PAYMENT:**

**We hereby propose to furnish material and labor – complete in accordance with the above specified:  
 PAYMENT DUE 30 DAYS FROM COMPLETION.**

Contract good for 30 days

P.C.D. Signature  JAMEON SCHWARZ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## CONSTRUCTION SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this 4<sup>th</sup> day of October, 2016 by and between the CITY OF PARKVILLE, MISSOURI ("City") and PRO CONCRETE DESIGN, INC. ("Contractor").

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

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

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

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

### I. SCOPE OF SERVICES

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

### II. COMPENSATION

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

### III. SCHEDULE

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

### IV. CHANGES

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

### V. INDEMNIFICATION

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

## **VI. INSURANCE**

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

## **VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL**

- A. Contractor's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any and all employees of the Contractor.
- B. Unless otherwise stated in a Scope of Work Exhibit, Contractor shall be represented by a Superintendent or Foreman authorized to give and receive all instruction and notices from and to the City at all times while performing Construction Services, and shall have on site a person who is fluent in all languages necessary to communicate instructions regarding the Work and information regarding medical emergencies with Contractor's employees and subcontractors.
- C. All of the Construction Services required hereunder will be performed by the Contractor or under Contractor's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- D. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement including, but not limited to, indemnification, insurance and warranties.
- E. Contractor and all subcontractors with a contract value of \$5,000 or more shall execute affidavits on the form attached as **Exhibit "D"**, attesting to their compliance with § 285.530.5 R.S. Mo. concerning compliance with Missouri's Worker Eligibility requirements.
- F. Contractor and all subcontractors must require all on-site employees to complete the ten-hour construction training program required under Section 292.675 RSMo. unless they have previously completed the program and have documentation of having done so. Contractor shall execute the affidavit attached as **Exhibit "E"**, attesting that it has provided OSHA safety training for its on-site employees. Contractor will forfeit a penalty to the City of \$2,500 plus an additional \$100 for each employee employed by Contractor or any subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. See Section 292.675 RSMo.
- G. While upon City premises, the Contractor's employees and agents shall be subject to the City's rules and regulations respecting its property and the conduct of employees thereon.

## **VIII. WARRANTY**

- A. The Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new unless the Scope of Work documents require or permit otherwise. All manufacturer's warranties shall be assignable to the City. The Contractor further warrants that the work will conform to the requirements of the Scope of Work documents and will be free from defects, except for those inherent in the quality of the Work which the Scope of Work documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by

abuse, alterations to the work not executed by the Contractor or its subcontractors or suppliers, improper or insufficient maintenance or improper operation. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor's warranties required by the Agreement (express and implied) shall remain in full force and effect even if a material or equipment item is required by the Owner to be manufactured by a specific entity, and no other equivalent product manufactured by any other entity is acceptable.

- B. The Contractor's warranty in Section VIII.A. shall not be construed to replace, change or otherwise limit any statutory or common law warranty rights of the Owner, or any other Contract requirements.

**IX. OWNERSHIP OF WORK PRODUCT**

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

**X. RELATIONSHIP OF THE PARTIES**

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

**XI. PREVAILING WAGES**

- A. Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made a part of the specifications for work under this Agreement as **Exhibit "F-1"** which will be provided at contract execution; shall be paid to workers performing work under the Agreement (See, Sections 290.250 and 290.325 R.S. Mo.)
- B. Contractor will forfeit a penalty to the City of \$100 per day (or portion of a day) for each worker who is paid less than the prevailing rate for any work done under the Agreement by Contractor or any Subcontractor (see Section 290.250 RSMo; for detailed information on rules and occupational titles, see 8 CSR 30-3.010 through 3.060.)
- C. Contractor shall maintain such required data on Form LS-57, **Exhibit "F-2"**, using the Instruction sheet issued by the Missouri Department of Labor and Industrial Relations, LS-57-3, **Exhibit "F-3"**, both of which are also available at, and shall further submit on a monthly basis, a Payroll Certification form attached to this Contract as **Exhibit "F-4"**, attesting to the completeness and accuracy of the data on the Certified Payrolls. Contractor shall also post notices and identify its vehicles as provided by the Prevailing Wage Requirements.
- D. Contractor further agrees to indemnify, defend and hold harmless the City from and against any claim, liability, assessment, fine, penalty or other cost, including attorney's fees, which may be asserted against or incurred by the City as a result of an allegation that Contractor has not complied with these Prevailing Wage Requirements, whether such claim is asserted by a worker or by the Division of Labor Standards or any other entity. This indemnification shall survive termination of this Contract.

**XII. NOTICES**

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

B. Notices sent by Contractor shall be sent to:

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

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

Pro Concrete Design, Inc.  
Jameon Schwarz  
2462 NW Tullison Rd  
Riverside, MO 64150  
816-356-6440

**XIII. CORRECTION OF WORK**

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

**XIV. TERM AND TERMINATION**

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

B. Notwithstanding anything to the contrary in this Agreement or exhibit, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days' written notice to the Contractor. The City shall compensate Contractor for the Construction Services that have been completed to the City's satisfaction as of the date of termination. Contractor shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

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

1. refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to Subcontractors for materials, equipment, services or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
3. disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

4. its Subcontractors or Sub-subcontractors causes a work stoppage due to any strike, picket, boycott or participates in any voluntary or involuntary cessation of Work; or
  5. otherwise is guilty of substantial breach of a provision of the Agreement.
- D. When any of the above reasons exist, the City may without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety, if any, seven (7) days' written notice, terminate the Agreement and may, subject to any prior rights of the surety, if any:
1. Exclude the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
  2. Direct the work of subcontractors; and
  3. Finish the Work by whatever reasonable method the City may deem expedient. Upon written request of the Contractor, the City shall furnish to the Contractor a detailed accounting of the costs incurred by the City in finishing the Work.

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

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

#### **XV. RESOLUTION OF DISPUTES**

- A. Should the Contractor believe that it is entitled to any relief due to errors, omissions or defects in the Plans or Specifications, or as a result of any act or omission of an independent contractor designer in connection with the Project, the City shall cooperate with the Contractor by permitting the Contractor to pursue legal action against the designer in the name of the City at Contractor's sole risk and expense as the City would otherwise have against such designer. The City shall pay to Contractor such sums as may be recovered from the designer on behalf of Contractor. Other than this duty of cooperation and remittance, the City shall have no liability or obligation to Contractor for any act, error, omission, negligence or breach of duty by a designer.
- B. City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed.
- C. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint

within twenty (20) calendar days following receipt of the decision of the City Public Works Director as to such matter or other action on which the dispute is based. A decision of the City Public Works Director (where appropriate) under GC-7 above; notice of dispute, and direct negotiation, shall be conditions precedent to further action.

D. Arbitration of disputes.

1. Claims, except those waived as provided for elsewhere in this Agreement, which have not been resolved by the procedures described above, shall be decided by arbitration which, unless the parties mutually agree otherwise, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association.
2. A demand for arbitration may be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.
3. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the City or Contractor and any person or entity with whom the City or Contractor has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Contract shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Contract or not a party to an agreement with the City Contractor, except by written consent containing a specific reference to the Agreement signed by the City and Contractor and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
4. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
5. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**XVI. MISCELLANEOUS PROVISIONS**

- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. Assignability. Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

- C. Media Announcements. Contractor shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City
- D. Compliance with Local Laws. Contractor shall comply with all applicable laws, ordinances, and codes of the State of Missouri and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- E. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:
  - 1. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
  - 2. Contractor will, in all solicitation or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
  - 3. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- F. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Contractor shall take appropriate steps to assure compliance.
- G. Interest of Contractor and Employees. Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- H. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Contractor, and attached hereto.
- I. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- J. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.

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

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

CITY OF PARKVILLE, MISSOURI

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

ATTEST:

\_\_\_\_\_  
Melissa McChesney, City Clerk

PRO CONCRETE DESIGN, INC.

By: \_\_\_\_\_  
Jameon Schwarz

Exhibit A

SCOPE OF WORK AND PRICING AGREEMENT

**AREA OF INTEREST: English Landing Park Restrooms**

DECORATIVE QUARTZ EPOXY

Tnemec Deco Tread

*COLOR: tbd*

*TEXTURE: Medium/heavy*

*AREA:*

*Men's floor: 170 sq ft*

*Women's floor: 216 sq ft*

*COVE: 8"*

*Men's: 73 lf*

*Women's: 83 lf*

*PITS/CRACKS: pre-treated*

*JOINTS: pre-treated*

EPOXY COATING

Tnemec

*COLOR: tbd*

*AREA:*

*Men's walls: 590 sq ft*

*Women's walls: 664 sq ft*

**SCOPE OF SERVICES:**

DECORATIVE QUARTZ EPOXY

1. Self-contained diamond grinding for preparation.
2. Install 8" cove base.
3. Floor to be double broadcast quarts.
4. Grout the floor with 100% solids epoxy.
5. Install a second grout coat of 100% solids epoxy.
6. Finish coat to be chemical resistance polyurethane.

EPOXY COATING

1. Walls to be blasted prior to coating to remove all coatings off the walls.
2. We will apply two applications of epoxy to the walls.

**SCHEDULE:** Based on completing ALL work during working hours of Monday – Friday 7:00 AM to 3:30 PM.

Estimated install time of 5 days.

**PRICING:**

Decorative Quartz Epoxy:	\$8,715.00
Epoxy Wall Coating:	\$5,300.00

**Additional Requirements:**

1. All work shall comply in every respect with the building laws, City regulations, and code requirements.
2. Contractor shall have/obtain a City of Parkville Business License.
3. If there are any questions regarding the work that is to be done, it will be the responsibility of the Contractor to contact the designated City representative and request clarifications before proceeding.
4. Upon completion of the work, and approval of such work by the City, Contractor shall submit an invoice in accordance with provisions set forth in this Agreement.
5. Contractor shall supply Superintendent or Foreman contract information including cell phone number and email information.
6. It is mutually understood and agreed by and between the parties to this Contract that in the event that the Contractor shall fail in the performance of the Work specified and required to be performed within the period of time stipulated therefor in the Contract, Contractor shall be assessed \$100.00 per calendar day passed the substantial completion date identified in this Agreement.
7. The scope of work included in this contract shall be completed within (20) twenty days of contract execution.

The contract price for the preparation and installation of the Tnemec flooring and Epoxy wall covering at the English Landing Park Restroom is Fourteen thousand Fifteen Dollars and no cents. (\$14,015.00)

## **CITY OF PARKVILLE**

### **Policy Report**

Date: September 28, 2016

Prepared By:  
Alysen Abel  
Public Works Director

Reviewed By:  
Lauren Palmer  
City Administrator

ISSUE:

Approve (1) a purchase order with Fry & Associates for the purchase of an ADA drinking fountain and dog bowl; (2) a change order with GS Structural for the installation of the drinking fountain; and (3) a change order with Action Concrete for the additional concrete sidewalk improvements for the English Landing Park Restroom Rehabilitation Project.

BACKGROUND:

On September 6, 2016, the Board of Aldermen approved a construction agreement with Full Nelson Plumbing for the plumbing work associated with the English Landing Park Restroom Renovation Project. Based on a discrepancy in the low bid form, only a portion of the cost of the ADA fountain was included in the original contract with Full Nelson Plumbing. On September 12, 2016, the Finance Committee approved a change order to remove the ADA fountain from the construction agreement with Full Nelson.

Since that time, staff has researched purchasing the fountain separately. Pricing for the Endura II Tubular Outdoor ADA Fountain with Dog Bowl was received from three suppliers. They were:

Fry & Associates	\$3,381.00
Halsey Taylor	\$5,635.00
Cool-Rite Cooler Company	\$4,226.25

The lowest quote came from Fry & Associates in the amount of \$3,381.

On September 6, 2016, the Board of Aldermen approved a construction agreement with GS Structural for the carpentry work associated with the English Landing Park Restroom Renovation Project. The bid form included the install the drinking fountain at a cost of \$500, assuming the City would purchase the fountain. The previous costs provided for the fountain were provided by Full Nelson at \$15,840.24 (which included relocating the fountain) and Pryor Mechanical at \$6,892. With a combined cost of \$3,881, there is cost savings with the City purchasing the fountain and paying for the installation separately.

On August 29, 2016, the Finance Committee approved a construction agreement with Action Concrete for the site improvements associated with the English Landing Park Restroom Renovation Project. There are existing water and sanitary lines located on the front of the restroom, between the restrooms. There is currently a water spigot at that location. Due to the existence of the plumbing features, staff recommends installing the fountain between the restrooms. Additional improvements will be necessary on the sidewalk in front of the restrooms to provide ADA access to and around the fountain. Staff met with Action Concrete to determine the extent of the improvements needed. The additional cost for the sidewalk improvements is \$3,060.

**BUDGET IMPACT:**

The 2016 Capital Improvement Program (CIP) includes \$210,000 for this project from three sources: \$40,000 (19%) – Outreach Grant; \$15,000 (7%) – Parks Donations Fund; and \$155,000 (74%) – Fewson Fund loan.

WSKF and Public Works staff initially estimated that the Tier 1 improvements for the restroom would cost approximately \$65,000. The costs associated with the English Landing Restroom Tier 1 rehabilitation are:

1. Electrical - \$2,194.00
2. Carpentry - \$23,000.00 (includes \$500 change order for fountain installation)
3. Plumbing - \$12,139.25
4. Site Construction - \$10,540 (includes \$3,060 change order for sidewalk)
5. Flooring / Wall Covering - \$14,015.00 (included in separate item on this agenda)
6. Fountain Purchase Order - \$3,381.00

The work is still close to the \$65,000 cost estimate, at a total construction cost of \$65,269.25. The overall project budget also includes the architectural fees associated with the restroom reconstruction. The design costs for the restroom are \$25,630.34. This includes the original design of the new restroom, the architect did not charge the City for the costs associated with the reconstruction of the existing restroom. With the design costs, the total project costs would be \$90,899.59.

The funding sources would include \$40,000 from the Outreach Grant and \$15,000 from the Parks Donation Fund. Staff recommends that the balance be funded from the General Fund in 2016 rather than seeking a Fewson Fund loan for a relatively small amount. The General Fund has capacity to cover the remaining balance of \$35,899.59. One area of savings is the Parks Storage Facility that will not be constructed in 2016. It had a budgeted cost of \$75,000, of which only about \$15,000 will be expended in 2016 for design.

**ALTERNATIVES:**

1. Approve (1) a purchase order with Fry Park and Playground Equipment for the purchase of an ADA drinking fountain with dog bowl; (2) a change order with GS Structural for the installation of the drinking fountain; and (3) a change order with Action Concrete for the additional concrete improvements for the English Landing restroom.
2. Provide alternative direction to staff.
3. Postpone the item.

**STAFF RECOMMENDATION:**

Staff recommends the approval of a purchase order for the drinking fountain with Fry & Associates, a change order with GS Structural for the installation of the fountain, and change order with Action Concrete for the additional sidewalk for the English Landing Park Restroom Rehabilitation Project.

**FINANCE COMMITTEE RECOMMENDATION:**

Due to the cancellation of the meeting on September 26, 2016, this item was not acted on by the Finance Committee. Staff recommends moving forward with the purchase of the fountain and change order for the installation due to the November 1<sup>st</sup> deadline for the County's Outreach Grant for the completion of the restroom rehabilitation.

**POLICY:**

Per the Purchasing Policy, Resolution No. 10-02-14, the Finance Committee may authorize purchases up to \$10,000.

**ITEM 5C**  
*For 10-04-16*  
**Board of Aldermen Meeting**

SUGGESTED MOTION:

I move to approve (1) a purchase order with Fry & Associates for the purchase of an ADA drinking fountain with dog bowl in the amount of \$3,381; (2) a change order with GS Structural for the installation of the drinking fountain in the amount of \$500; and (3) a change order with Action Concrete for the additional sidewalk improvements in the amount of \$3,060 for the English Landing Park Restroom Rehabilitation Project.

ATTACHMENTS:

1. Purchase Order – Fry & Associates
2. Change Order – GS Structural
3. Change Order – Action Concrete

**PURCHASE ORDER**  
(non-construction)

**CITY OF PARKVILLE (PURCHASER)**

Date: October 4,2016

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

**VENDOR** Fry & Associates, Inc.  
101 E. 15<sup>th</sup> Ave.  
North Kansas City, MO 64116  
Phone: (816) 221-4825 Fax: (816) 221-4831

SHIP TO: 8701 McAfee, Parkville MO 64152 Attn: Tom Barnard

INVOICE TO: City of Parkville, 8880 Clark Avenue, Parkville MO

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

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Vendor agrees to furnish following goods in accordance with the terms and provisions of this Purchase Order Agreement consisting of 3 pages including attachments. Purchaser agrees to pay the total sum of Three thousand three hundred eighty-one and no/100 Dollars (\$3,381.00) for such materials, subject to any additions or deductions agreed upon in writing. **Freight charges are included in purchase price and sales taxes will not be charged to the Purchaser as a tax exempt entity. Purchaser will provide Vendor with a Tax Exemption Certificate upon request.** Payment is to be made within 30 days when all terms of purchase; delivery; installation as approved by the Purchaser; start-up requirements; operation and maintenance manuals, wiring diagrams, and written warranty consistent with Attachment "C" and Attachment "D" are met by the Vendor and accepted by Purchaser.

ITEMS:

Provide new drinking fountain:

1	4420DB FTN	\$3,381.00
	Endura II Tubular Outdoor Fountain	
	ADA w/ Dog Bowl	
	Color: TBD by City	

Shipping	\$0.00
----------	--------

Total	\$3,381.00
-------	------------

See Attachment "A" – Terms and Conditions  
 See Attachment "B" – Insurance Requirements  
 See Attachment "C" – Specifications  
 See Attachment "D" – Manufacturer's Warranty

SCHEDULE OF DELIVERY:

Address for delivery:

8701 McAfee  
 Parkville, MO 64152

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

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

**CITY OF PARKVILLE, MISSOURI.** ("Purchaser")

**Fry & Associates, Inc.** ("Vendor")

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Mayor \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Halsey Taylor**<sup>®</sup>  
Satisfying Thirsts Since 1912

# Endura II™ Outdoor Tubular Fountain

## Dual Station with Pet Fountain

### MODEL 4420DB

#### GENERAL

Endura II™ Steel Outdoor Dual Station Fountain with Pet Fountain with rounded corner design, heavy-duty steel with textured powder-coat finish and E-Coat immersion for year-round beauty with minimum maintenance. The E-Coat immersion process coats the inside and outside for the ultimate in corrosion protection.

#### BUBBLER

Vandal-resistant bubbler is one-piece, heavy-duty construction. Unit has integral hood guard design to prevent contamination from other users, airborne deposits and tampering.

#### BASIN

Contour-formed stainless steel design with rounded edges reduces splatter, ensures proper drainage and prevents standing water.

#### PUSHBUTTON ACTUATION MECHANISM

Self-closing, vandal-resistant pushbutton does not require grasping or twisting.

#### INLET STRAINER

Easily cleaned in-line strainer screen traps particles of 140 microns or larger before they enter the waterway.

#### WATER INLET & DRAIN OUTLET

Inlet: 3/8" O.D. Tubing

Outlet: 1-1/2" tube outlet for 1-1/2" slip joint connection

#### ACCESS PANELS

Heavy-gauge steel with vandal-resistant screws. Provides access for easy hook-up of all plumbing connections.

#### PET FOUNTAIN

Actuated by upper pushbutton. Slow drainage feature for easy drinking.

#### SUGGESTED SPECIFICATIONS

Unit shall include powder-coated finish with vandal-resistant pushbutton actuation, vandal-resistant bubblers with integral hood guard, and contour-formed rounded basins to reduce splash and prevent standing water. Fountain shall comply with ANSI 117:1 and ADA for visual and motion disabilities. The manufacturer shall certify the unit to meet the requirements of NSF/ANSI 61, and the Safe Drinking Water Act.

Model	Color Option		
		ADA Compliant	NSF/ANSI 61 Certified
4420DB*	(Refer to Finish Color Options)	•	•

\* Select color option to complete model number. Example: 4420DBEVG



Model 4420DB is shown.

Now Available  
in 12 Colors!



**FINISH COLOR OPTIONS** – Choose color option to complete your model number, add as suffix example: 4420DBEVG

Matte finish:  Evergreen = EVG

Gloss finish:

- |                                      |                                       |   |
|--------------------------------------|---------------------------------------|---|
| <input type="checkbox"/> Beige = BGE | <input type="checkbox"/> Gray = GRY   | <input type="checkbox"/> Terracotta = TER |
| <input type="checkbox"/> Black = BLK | <input type="checkbox"/> Orange = ORN | <input type="checkbox"/> White = WHT      |
| <input type="checkbox"/> Blue = BLU  | <input type="checkbox"/> Purple = PUR | <input type="checkbox"/> Yellow = YLW     |
| <input type="checkbox"/> Brown = BRN | <input type="checkbox"/> Red = RED    |   |

#### OPTIONS

- Hose Bib (Locking) - 4471LHB\* (Choose color option to complete your model number)
- Hose Bib (Non-Locking) - 4470NLHB\* (Choose color option to complete your model number)
- Direct Bury Kit - 97890C

Note: Continued product improvement makes specifications subject to change without notice. See Halsey Taylor website for most current spec sheet.

# Endura II™ Outdoor Tubular Single Station with Pet Fountain MODEL 4420DB

**OPERATING PRESSURES:**  
Supply water 20 – 105 psi maximum

## MOUNTING INSTRUCTIONS and PLUMBING CONNECTIONS

Provide solid, well-drained surface to mount pedestal fountain (concrete pad recommended) with adequate support (300 lb. load minimum). (8) 3/8" minimum fasteners (not included) should be attached firmly to mounting surface in order to secure unit. (Refer to rough-in diagram).

Modified low stream height bubbler for pet fountain.

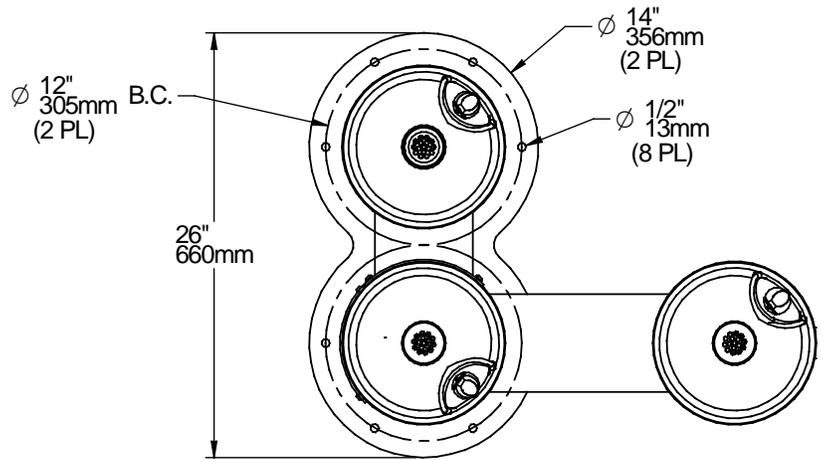
Locate and install plumbing through ground as required.

**NOTE:** Unit is not furnished with service valve.

Position pedestal over plumbing and secure base to fasteners. Remove access panels and connect supply and water lines. Turn on water supply and check for leaks. Reassemble access panels to pedestal.

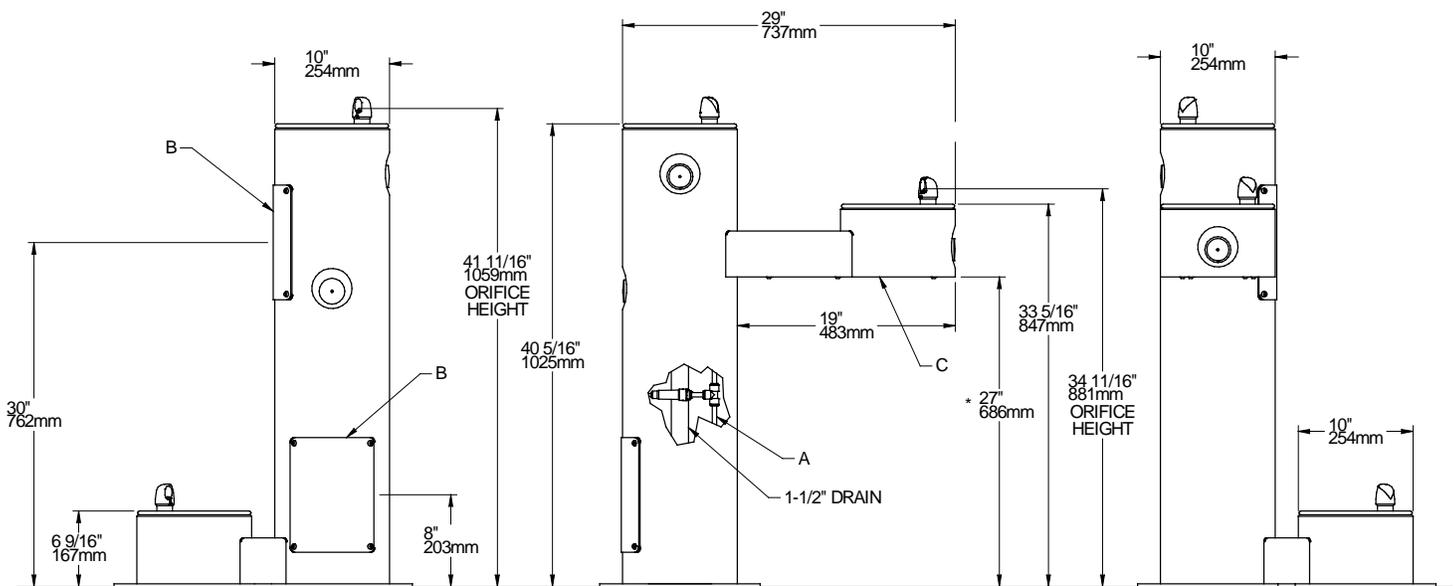
**Trap and service stop not included.**

## TOP VIEW



## BACK VIEW

## SIDE & FRONT VIEWS



\* ADA Requirement

- A = 3/8" O.D. UNPLATED COPPER TUBE CONNECT SHUT OFF VALVE BY OTHERS
- B = ACCESS PANEL (8" x 10")
- C = REMOVABLE BOTTOM COVER

**Halsey Taylor**®

## CHANGE ORDER

**PROJECT** (*Name and address*):  
ELP Restroom Rehab

**CHANGE ORDER NUMBER:** (2)  
**DATE:** October 4, 2016

**TO CONTRACTOR** (*Name and Address*):  
**G S Structural**  
**P.O. Box 14401**  
**Parkville, MO 64152**

**PROJECT NO.:**  
**CONTRACT DATE:** 9/6/16

---

**THE CONTRACTOR IS CHANGED AS FOLLOWS:**

The original Contract Sum was	\$ 26,500.00
The net change by previously authorized Change Orders	\$ (4,000.00)
The Contract Sum prior to this Change Order was	\$ 22,500.00
The Contract Sum will be increased/decreased by this Change Order in the amount of	\$ 500.00
The new Contract Sum including this Change Order will be	\$ 23,000.00

**ADD THE FOLLOWING WORK:**

**Installation of the ADA Drinking Fountain with Dog Bowl  
(supplied by the City)**

The Contract Time will be increased by zero ( 0 ) days.  
The date of Substantial Completion as of the date of this Change Order therefore is 10/20/16.

This Change Order represents a complete and final resolution of all matters concerning or arising out of the work described in the Change Order, including any impact, delay, disruption and/or acceleration of work unless specifically identified herein. **NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.**

---

**CONTRACTOR** (*Firm name*)

---

City of Parkville  
**OWNER** (*Firm Name*)

---

**ADDRESS**

---

8880 Clark Avenue  
**ADDRESS**

---

**BY** (*Signature*)

---

**BY** (*Signature*)

---

Grant Shifflett  
(*Typed name*)

---

Alysen M. Abel  
(*Typed name*)

---

**DATE**

---

**DATE**

## CHANGE ORDER

**PROJECT** (*Name and address*):  
ELP Restroom Rehab

**CHANGE ORDER NUMBER:** (1)  
**DATE:** September 29, 2016

**TO CONTRACTOR** (*Name and Address*):

**Action Concrete Construction, Inc.**  
**9323 Lancaster Road**  
**Liberty, MO 64068**

**PROJECT NO.:**

**CONTRACT DATE:** 8/29/16

---

**THE CONTRACTOR IS CHANGED AS FOLLOWS:**

The original Contract Sum was	\$ 7,480.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 7,480.00
The Contract Sum will be increased/decreased by this Change Order in the amount of	\$ 3,060.00
The new Contract Sum including this Change Order will be	\$ 10,540.00

**ADD THE FOLLOWING WORK:**

- **Install addition 296 square feet of concrete sidewalk @ \$10 per square foot**
- **Extend gutter downspout and install pipe under sidewalk**

The Contract Time will be increased by zero ( 0 ) days.  
The date of Substantial Completion as of the date of this Change Order therefore is 10/20/16.

This Change Order represents a complete and final resolution of all matters concerning or arising out of the work described in the Change Order, including any impact, delay, disruption and/or acceleration of work unless specifically identified herein. **NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.**

Action Concrete Construction, Inc.

**CONTRACTOR** (*Firm name*)

9323 Lancaster Road  
Liberty, MO 64068

**ADDRESS**

**BY** (*Signature*)

Joyce Ellebracht  
(*Typed name*)

**DATE**

City of Parkville

**OWNER** (*Firm Name*)

8880 Clark Avenue  
Parkville, MO 64152

**ADDRESS**

**BY** (*Signature*)

Nanette K. Johnston  
(*Typed name*)

**DATE**

## **CITY OF PARKVILLE**

### **Policy Report**

Date: September 28, 2016

Prepared By:  
Alysen Abel  
Public Works Director

Reviewed By:  
Lauren Palmer  
City Administrator

ISSUE:

Approve a work authorization with Blue Nile Contractors for storm pipe lining on Oakdale and Pine Ridge Road.

BACKGROUND:

During the summer of 2016, the heavy rains developed a washout area adjacent to a storm inlet located between 5523 and 5525 Oakdale Place. Upon initial inspection, the area was located in the area of a sprinkler head with recently repaired sprinkler pipe. At the time, staff believed that the issue was caused by a faulty sprinkler. Public Works staff filled the washout area.

With subsequent rains in late summer 2016, another washout occurred in the same location. Upon further inspection, the Public Works staff found that the 15" metal pipe located downstream of the curb inlet was rusted and contained voids. Based on the new information, staff believes that the presence of these voids caused the washout.

There is a similar issue with a 15" metal pipe located downstream of a curb inlet between 6200 and 6204 Pine Ridge Road. The bottom of this pipe has completely rusted out and the area is washing away.

Insituform Technologies has performed the cured-in-place pipe lining for the Sanitary Sewer Phase 2 and 3 programs over the past two years. Staff reached out to Insituform to obtain a quote for performing the work. The quote for the pipe lining of the two areas was \$19,200.

At about the same time, staff met with Blue Nile Contractors to discuss a new pipe lining product. Instead of the typical cured-in-place pipe lining installed with steam, the pipe lining would be installed with ultra-violet light. Staff inspected a sample pipe material; the quality is similar to the steam cured product. In an effort to demonstrate its product, Blue Nile offered to pay a portion of the installation costs for this work. Therefore, the cost to the City to install the ultra-violet pipe lining in the two areas is \$9,853.75.

Due to the recent repairs over the past year to storm sewer pipe, staff is currently working on a long-term maintenance and funding strategy to televise and repair storm sewer pipes, similar to the CCTV and Sanitary Sewer Repair programs.

BUDGET IMPACT:

The Transportation Fund operating budget includes \$2,500 for storm sewer general repairs. To date, the City has spent \$5,465 in this line item. The majority of the expenses in this line item were the unexpected expenses of the River Hills Manhole Repair. There was some savings in the 2016 Asphalt Program. Staff is still working on the final tally for the asphalt work, but there is a cost savings of about \$20,000. This cost savings could be used to cover the cost of the storm sewer pipe lining.

ALTERNATIVES:

1. Approve a work authorization with Blue Nile Contractors for the storm pipe lining on Oakdale and Pine Ridge Road, as outlined by staff.
2. Provide alternative direction to staff.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends the approval of a work authorization with Blue Nile Contractors for the storm pipe lining on Oakdale and Pine Ridge Road in the amount of \$9,853.75.

FINANCE COMMITTEE RECOMMENDATION:

Due to the cancellation of the meeting on September 26, 2016, this item was not acted on by the Finance Committee. Staff recommends moving forward with this repair due to the nature of the failure. Additional time may result in washouts.

POLICY:

Per the Purchasing Policy, Resolution No. 10-02-14, the Finance Committee may authorize purchases up to \$10,000.

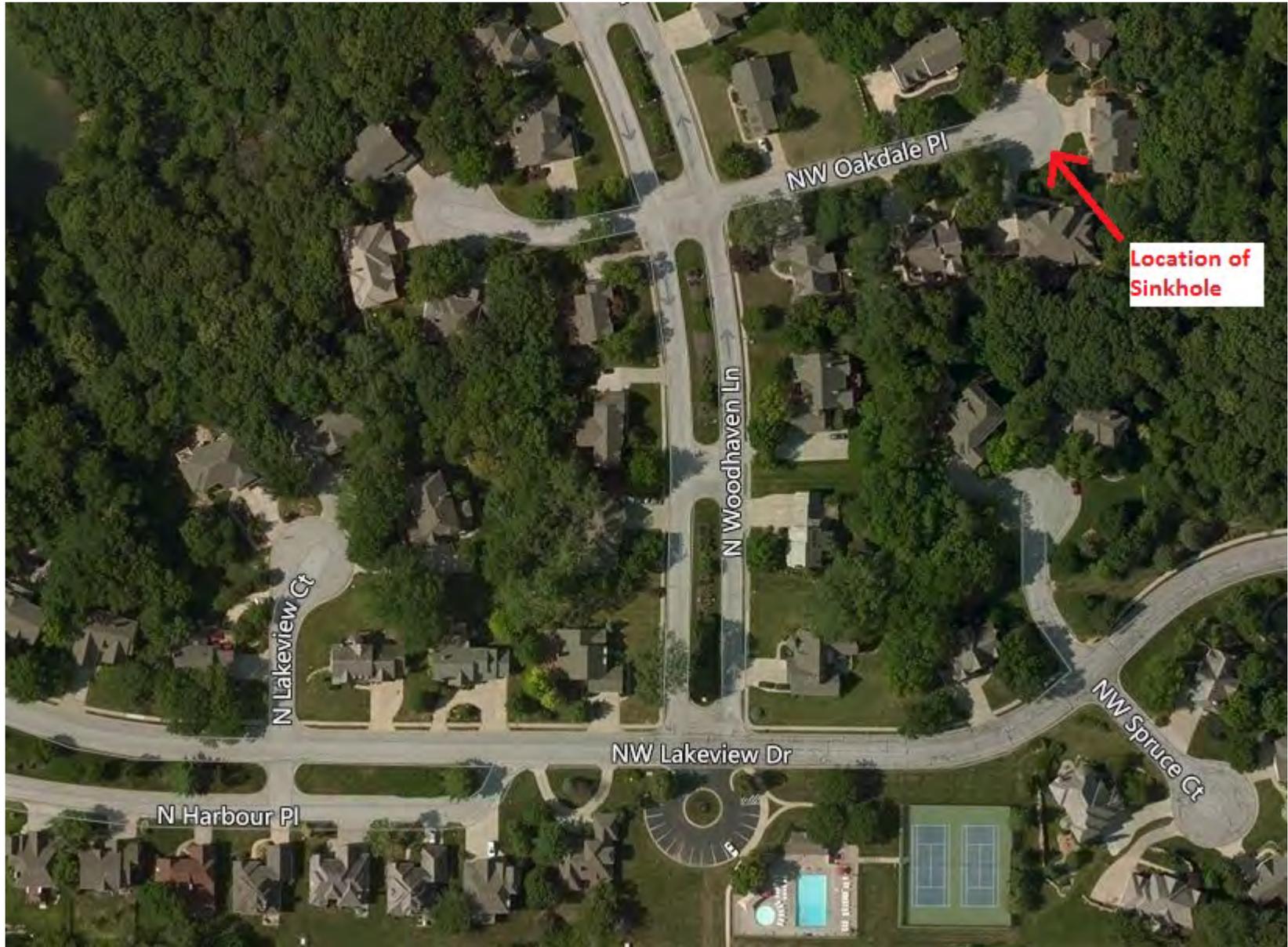
SUGGESTED MOTION:

I move to approve a work authorization with Blue Nile Contractors for the storm pipe lining on Oakdale and Pine Ridge Road in the amount of \$9,853.75.

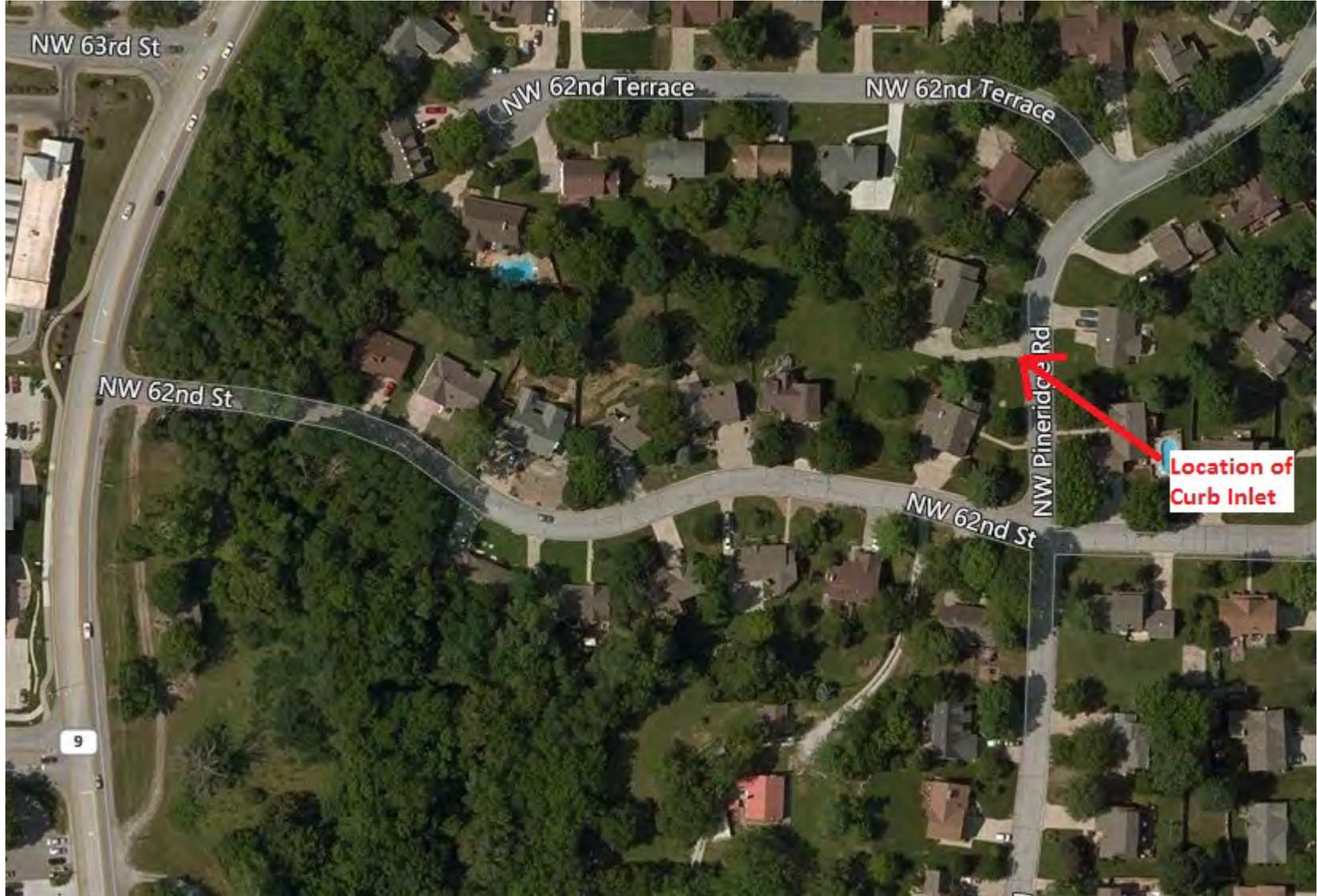
ATTACHMENTS:

1. Map – Oakdale Place
2. Map – Pine Ridge Road
3. Work Authorization

# Oakdale Place



# Pineridge Road





### Work Authorization #1

Date: October 4, 2016  
 Issued to: Blue Nile Contractors, Inc.  
 95 Drake  
 Claycomo, MO 64119  
 Project/Work Description: Oakdale Place & Pinecrest  
 Title: Storm Sewer Pipe Lining  
 Scope of Work/Purpose: **Oakdale Place:**  
 Repair 88 lineal feet of 15" storm pipe  
 at a cost of \$25.65 per foot  
 approximately 100 feet of liner  
 labor cost is \$1,400  
**Total for Oakdale \$3,965.00**

**Pinecrest:**  
 Repair 153 lineal feet of 15" storm pipe  
 at a cost \$25.65 per foot  
 approximately 175' feet of liner  
 labor cost is \$1,400  
**Total for Pinecrest \$5,888.75**

**Total Contract Amount \$9,853.75**

Project Start Date: October 5, 2016  
 Estimated Completion Date: October 20, 2016  
 Latest Acceptable Date: October 30, 2016  
 Estimated Cost: \$9,853.75  
 Expenditure Limit: \$9,853.75  
 Budget Account Code: 40-501.07-32-00

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

Name/Title: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Company: Blue Nile Contractors, Inc. Date: \_\_\_\_\_

**Authorization**

Department Head: \_\_\_\_\_ Date: \_\_\_\_\_  
Alysen Abel, Public Works Director

City Administrator (if over \$1,000): \_\_\_\_\_ Date: \_\_\_\_\_

Mayor (if over \$2,500): \_\_\_\_\_ Date: \_\_\_\_\_  
Nanette K Johnston, Mayor

**For Internal Staff Use Only**

(initial each item and file with executed work authorization)

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

Certificate of Insurance that demonstrates compliance with the Terms and Conditions

Valid business license