



Finance Committee Agenda

March 7, 2016

8:00 AM

Board Conference Room, 1st Floor, City Hall

1. Call to Order

2. Financial Updates

3. Action Items

- A. Approve the minutes from the February 22, 2016 meeting
- B. Approve a professional services agreement with Kansas City Testing & Engineering, LLC for inspection services related to the conditional use permit issued to Park University for limestone mining operations (Public Works)
- C. Authorize staff to release the bid request for the 2016 Street Maintenance Program (Public Works)
- D. Approve Work Authorization No. 19 with H&H Septic Services for the cleaning and televising of downtown sewer lines associated with the Sanitary Sewer Phase 3 project (Public Works)
- E. Approve Change Order No. 3 with Insituform Technologies for the cured-in-place pipe lining work for the Sanitary Sewer Phase 3 repairs (Public Works)
- F. Approve Work Authorization No. 57 with North Hills Engineering for the design of the clarifier repairs (Public Works)
- G. Approve the purchase of a new 2016 John Deere Z997R Commercial L.C. Diesel Mower from Heritage Tractor, Inc. for the Parks Division (Public Works)
- H. Approve a small construction services agreement with American Sweeping for the 2016 Street Sweeping Program (Public Works)

4. Non-Action Items

- A. Nature Sanctuary donations (Administration)

5. Unfinished Business (postponed from prior meetings)

6. Other Business

7. Adjourn



Finance Committee Meeting
February 22, 2016 – 8:00 a.m.
Executive Chambers - Boardroom

Minutes

1. CALL TO ORDER

Chair Werner called the meeting to order at 8:00 a.m. A quorum was present.

- **Members Present:** Chair Jim Werner, Vice Chair Marc Sportsman, Mayor Nan Johnston and Diane Driver
- **Aldermen Present:** Dave Rittman and Greg Plumb
- **City Staff Present:** City Administrator Lauren Palmer, Public Works Director Alysen Abel, Police Chief Kevin Chrisman, Finance/Human Resources Director Matthew Chapman, Community Development Director Stephen Lachky, Assistant to the City Administrator Tim Blakeslee, City Treasurer Steve Berg and Community Development Department Assistant Kelly Yulich
- **Others Present:** Tina Welch and John Freshnock, WSKF Architecture

2. FINANCIAL UPDATES

3. ACTION ITEMS

A. Approve the minutes from the February 8, 2016 meeting

Diane Driver moved to approve the February 8, 2016 minutes. Nan Johnston seconded; motion passed 3-0.

Marc Sportsman joined the meeting at 8:07 a.m.

B. Authorize staff to negotiate the scope and fee with the low bidder, Gunter Construction, for the English Landing Park restroom project

Public Works Director Alysen Abel stated that in March 2015 the City received an Outreach Grant from Platte County Parks and Recreation for improvements to the English Landing Park restrooms. She said that in July 2015 the Board of Aldermen approved a professional services contract with Williams, Spurgeon, Kuhl & Freshnock (WSKF) for the architectural services for the restrooms and storage building. Design concepts were presented to the Community Land and Recreation Board and the Board of Aldermen for approval prior to commencement of the bidding process. The architect's estimate to construct the restroom was \$197,871. The bidding closed on February 9 and seven responses were received. The bids came back much higher than the anticipated architect's estimate to construct the facility. Abel stated that Mr. Freshnock with WSKF was present to answer any questions.

The Finance Committee discussed and asked questions of Mr. Freshnock regarding the estimates and alternatives for the restroom project. Further discussion focused on creating a committee to reevaluate the needs for the restroom and the Finance Committee requested that the review committee report to the Board of Aldermen and keep them informed of its findings.

Driver moved to recommend that the Board of Aldermen reject all bids for the English Landing Park Restroom project. Sportsman seconded; motion passed 4-0.

C. Approve a work authorization with FTC Equipment, LLC for the replacement of the Spirit Fountain Pump

Public Works Director Alysen Abel stated that in October, the pump that operates the Spirit Fountain stopped working. Staff contacted FTC Equipment, LLC to evaluate the damage and

receive an estimate for the repairs. FTC was not able to fully evaluate the damaged pump due to the excessive damage. The company determined it is more cost effective to purchase a new pump rather than repair the existing pump. The Finance Committee discussed the current age of the existing pump and the time frame a new pump could be installed.

Driver moved to approve a work authorization with FTC Equipment LLC., for the replacement of the Spirit Fountain Pump in the amount of \$2,759. Sportsman seconded; motion passed 4-0.

D. Approve the Semi-Annual Financial Report for the second half of 2015 and direct City Administration to publish

City Treasurer Steve Berg stated that state statutes and city ordinances required the City Treasurer to produce a semi-annual financial report that summarized revenues and expenses for a six-month period. The last report was produced in July for the first half of 2015 and the report for the second half of 2015 was ready for review and publication in a local newspaper as required by law. The report was completed in mid-February and included all revenues and expenditures expected to be credited and charged to 2015, but did not include year-end adjustments, which would be part of the audit process. To reduce publication costs, an abbreviated version of the report would be published in the newspaper that directed readers to the City's website for additional information. Berg prepared an expanded version of the report for the website that included additional information, including a full year version of the report.

Driver moved recommend the Semi-Annual Financial Report for the second half of 2015 to the Board of Aldermen. Sportsman seconded; motion passed 4-0.

E. Approve a professional services agreement with Reserve Advisors to complete a long-range facility maintenance plan and capital cost reserve study

Assistant to the City Administrator Tim Blakeslee provided a background of City Hall and said one of the goals set by the Board of Aldermen was to identify basic services and infrastructure maintenance, along with critical success factors. One of the infrastructure goals was to regularly conduct a comprehensive capital needs assessment, with direction from the Board of Aldermen to properly take care of city-owned property. In December 2015, staff issued a request for proposals (RFP) to assess the condition of Parkville City Hall. Three companies responded to the RFP and a selection committee made up of City staff reviewed the proposals and selected Reserve Advisors based on its work with similar projects, the cost to complete the investigation and positive references.

The proposed product was a comprehensive study by experienced engineers who inspected City Hall, held interviews with City officials and collected documents. Following the inspection, Reserve Advisors determined the realistic remaining life of each system identified and replacement alternatives and cost. The report also included a condition assessment to extend the life of certain systems and a funding plan to meet the prescribed replacement schedule. The cost of the project was \$4,300 and Blakeslee stated that for an additional \$2,800 the vendor could include all the other City-owned buildings.

The Finance Committee discussed the additional fee to include the additional City-owned buildings and recommended to include them all in the recommendation to the Board of Aldermen.

Driver moved to approve a professional services agreement with Reserve Advisors to complete a long-range facility maintenance plan and capital cost reserve for \$7,500 to cover all facilities. Sportsman seconded; motion passed 4-0.

F. Approve the purchase of a new server to facilitate an upgrade to Microsoft Exchange 2013

Assistant to the City Administrator Tim Blakeslee stated that Microsoft Exchange was a calendar and email service that ran exclusively on the Microsoft Windows server product line. The City operated on Exchange 2007 and Microsoft would cease its support in April 2017, meaning that

the security flaws and other bugs would no longer be fixed by Microsoft. Implementation of Exchange 2013 offered the City more stability and functionality over what was available with the 2007 version.

Prior to 2013, a project was initiated to implement Exchange 2013 across the City's internal information technology network and the appropriate Exchange 2013 software and licenses were purchased by the City at that time. In an attempt to accommodate the switch, staff purchased used/refurbished server hardware equipment but determined that it was not capable of handling the increased requirements of Exchange 2013. In addition, due to the aging computer equipment and various email programs that were in place, staff was limited to installing the aged Exchange 2007 server.

Staff recommended purchasing a new server to facilitate completion of the implementation of the Exchange 2013 software already owned by the City. The cost of the new server equipment with a five year warranty was \$4,925.95 and staff anticipated that the new server would accommodate future software upgrades, including the Exchange 2016 release. Once the software was installed on the new server hardware, the existing server hardware would be repurposed to support the Police Department's Digital Ally VuVault software suite, which enabled law enforcement agencies quick and easy management of digital video evidence.

Due to a miscommunication between staff and the City's information technology service provider eNet, LLC, the new server was already ordered prior to approval by the Finance Committee. As a result, staff asked for retroactive approval to purchase the server to allow the Exchange 2013 upgrade to proceed. If the purchase was not approved, it would be returned minus any shipping and restocking fees.

Driver moved approve the purchase of a new server to facilitate an upgrade to Microsoft Exchange 2013 in an amount not to exceed \$4,925.95. Sportsman seconded; motion passed 4-0.

4. NON-ACTION ITEMS

A. Quarterly Projects Update

City Administrator Lauren Palmer provided an update on the 2015 pending projects which were all in process and projected to be completed. She also provided an overview of the 2016 projects.

5. UNFINISHED BUSINESS (postponed from prior meetings)

6. OTHER BUSINESS

7. ADJOURNMENT

Chair Werner declared the meeting adjourned at 9:12 a.m.

Submitted by:

Kelly Yulich
Community Development Department Assistant

Approval Date

CITY OF PARKVILLE Policy Report

Date: Thursday, March 3, 2016

Prepared By:
Lauren Palmer
City Administrator

Reviewed By:
Alysen Abel
Public Works Director

ISSUE:

Approve a professional services agreement with Kansas City Testing & Engineering, LLC for inspection services related to the Conditional Use Permit issued to Park University for limestone mining operations.

BACKGROUND:

On September 17, 1980, the Board of Aldermen adopted Ordinance No. 803 which granted a conditional use permit to Park College to permit limestone extractions and processing operations on campus. On March 17, 1981, Ordinance No. 803 was repealed by the adoption of Ordinance No. 827 which granted a revised Conditional Use Permit that is in effect today. Among other provisions, Ordinance No. 827 required the university to conduct mining operations, "in accordance with a Mine Development Plan which must be in accordance with the regulations of all state and federal mining regulator agencies." The Mine Development Plan was last updated and accepted on November 7, 2000, by ordinance No. 1913.

Both the Conditional Use Permit and the Mine Development Plan authorize the City to employ a qualified registered engineer to make unscheduled inspections and written reports as to the mine operator's compliance with applicable regulations. Inspection procedures must comply with federal regulations regarding visitors in the mine. Such inspections may be made at least annually but not more than three (3) times during any one year. The mine operator must reimburse the City at not more than \$1,500 per inspection.

Last year the City responded to renewed complaints, primarily from residents in Riss Lake and the River Hills subdivision, about the impacts of mining operations. The City, in partnership with the mine operator Martin Marietta and Park University, conducted a series of neighborhood meetings to share information and hear concerns. During those meetings, the City committed to re-establish the regular mining inspections authorized by the various ordinances.

A review of records indicates that the City last conducted inspections in 2006 through a contract with Dressler Consulting Engineers. Since that time, Dressler was bought out and is now a subsidiary of Terracon Consultants, Inc. Based on the past experience, staff requested a proposal from Terracon for inspection services. Terracon proposed a lump sum price of \$8,000 for the first year of inspections. Since the proposed fee exceeded the amount eligible for reimbursement from Martin Marietta, staff requested an alternative proposal from Kansas City Testing & Engineering, LLC (KCTE). KCTE reached out to the Public Works Director regarding construction inspection services and, through the inquiry, staff learned that the company has mining inspection experience. The firm proposed an hourly fee contract for up to three inspections in the upcoming year, with a not-to-exceed price of \$4,500.

BUDGET IMPACT:

Compensation will be paid on an hourly basis for up to three inspections at a maximum-not-to-exceed cost of \$4,500, which is the maximum reimbursable amount under the Mine

ITEM 3B

For 03-07-16

Board of Aldermen – Finance Committee Meeting

Development Plan. Staff will invoice Martin Marietta for reimbursement of the costs, so there is a neutral budget impact to the City.

ALTERNATIVES:

1. Approve the professional services agreement with Kansas City Testing & Engineering, LLC for mining inspection services.
2. Direct staff to conduct a competitive process to consider other consultant proposals (estimated 30-60 day delay).
3. Do not authorize the requested services and provide alternative direction to staff.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approving the professional services agreement with Kansas City Testing & Engineering, LLC in the not-to-exceed amount of \$4,500 for mining inspection services.

POLICY:

The Purchasing Policy, Resolution No. 10-02-14, 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. A competitive selection process is not required for engagements costing up to \$2,500. For professional service agreements with a value of more than \$2,500, a Request for Proposals (RFP) or Request for Qualifications (RFQ) process should be utilized to select a vendor. However, the policy makes an exception for projects for which a professional firm has already been involved in preliminary work. Staff anticipated using Dressler (d.b.a. Terracon) for this work since it previously provided similar services. However, since the original cost proposal was high, staff sought an alternative quote from KCTE. Due to the limited scope of work, staff recommends deviating from policy and forgoing an RFP/RFQ process.

SUGGESTED MOTION:

I move to approve a professional services agreement with Kansas City Testing & Engineering, LLC in the not-to-exceed amount of \$4,500 for mining inspection services.

ATTACHMENT:

1. Proposed Professional Services Agreement
-

MINING INSPECTIONS PROFESSIONAL SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this 7th day of March 2016, by and between the CITY OF PARKVILLE, MISSOURI ("City") and Kansas City Testing & Engineering, LLC ("Service Provider").

WHEREAS, the City requires periodic mine inspections and review of mine operator's adherence to the Conditional Use Permit ("Project"); and

WHEREAS, Service Provider was chosen following the solicitation of informal quotes for the scope of work 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 engineering 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 follows:
 - a. Services will be billed in incremental amounts based on the unit prices provided in Exhibit B. The cost will be based per inspection, which includes an hourly rate of one hundred fifty dollars (\$150.00) with a minimum of four (4) hours for a senior geotechnical engineer / engineering geologist.
 - b. The Service Provider will receive a stipend of fourteen dollars (\$14.00) per inspection or on-site meeting to cover mileage from the office in Kansas City, Kansas to the Park University campus in Parkville, Missouri. The Service Provider is not eligible for reimbursement for other miscellaneous expenses including but not limited to printing, supplies, meals, etc.

- c. The total compensation for all services performed and expenses paid under this agreement shall not exceed four thousand five hundred dollars (\$4,500) without advance written authorization from the City.
- B. Service Provider shall submit an itemized invoice to the City on the first day of each month that details the Services that were provided in the month immediately prior, as well as any other charges or reimbursements to which the Service Provider is entitled by this Agreement. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Service Provider of the nature of the dispute regarding the balance.
- C. Service Provider shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

IV. SCHEDULE

- A. Unless otherwise directed by the City, Service Provider shall commence performance of the Services upon execution of this Agreement.
- B. Services shall be completed within the timeframe(s) outlined in Exhibit A – Scope of Services and Fees.
- C. Neither the City nor the Service Provider shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.
- D. If Service Provider's performance is delayed due to delays caused by the City, Service Provider shall have no claim against the City for damages or payment adjustment other than an extension of time to perform the Services.

V. LIABILITY AND INDEMNIFICATION

- A. Service Provider shall indemnify, 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

- A. The Service Provider shall secure and maintain, at its expense, through the duration of this Agreement Commercial General Liability Insurance on an occurrence basis with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate coverage. Service Provider

shall also secure and maintain, 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.
- B. Service Provider shall furnish the City with a Certificate of Insurance on a standard ACORD form, indicating types of insurance, policy numbers, dates of commencement and expiration of policies and carriers. Service Provider shall cause the City to be included as an Additional Insured, and shall require its insurer to provide the City with at least 30 days advance notice of cancellation. Service Provider shall deliver to the City a copy of an Additional Insured Endorsement, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/13 or other carrier form) and a Notice of Cancellation Endorsement, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms. A copy of the Notice of Cancellation Endorsement and Additional Insured Endorsement must be furnished to the City prior to commencement of any services on City property.

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

- A. Service Provider’s assignment of personnel to perform the Services shall be subject to the City’s oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any and all employees of the Service Provider.
- B. 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
 - lpalmer@parkvillemo.gov
- C. Notices sent by the City shall be sent to:
 - Kansas City Testing & Engineering, LLC
 - Attn: Steven M. Bruer, R.G., P.E.
 - 1308 Adams Street
 - Kansas City, KS 66103
 - steve.bruer@kctesting.com

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. 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 Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 - iii. Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- F. Authorized Employees. Service Provider acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Service Provider therefore covenants that it will not knowingly be in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Services related to this Agreement, and that its employees are lawfully 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

KANSAS CITY TESTING & ENGINEERING, LLC

By: _____

Elisabeth DeCoursey, President

EXHIBIT A

SCOPE OF SERVICES AND FEES

SCOPE OF SERVICES

The services will generally consist of the following tasks:

1. Service Provider will convene and conduct a meeting with City staff to develop a project schedule and the assignment of activities to be conducted by Service Provider and the City of Parkville.
2. A senior geotechnical engineer\engineering geologist from Service Provider will review the mine operator's submittals required as outlined in the Conditional Use Permit and Mine Development Plan, attached hereto and incorporated by reference as Exhibits A-1 and A-2.
2. A senior engineer\geologist from Service Provider will make, at the request of the City of Parkville, up to three mine inspections to verify compliance with Exhibits A-1 and A-2.
4. A written report will be submitted to the City of Parkville describing each inspection and the results of the observations.
5. Service Provider and City staff will mutually agree to a schedule associated with the inspections. Inspections shall take place in accordance with Exhibits A-1 and A-2.
6. The inspection reports shall be submitted to the City no more than thirty (30) days after each the inspection.
7. All services contained in this scope must be completed no later than one (1) year from the execution of the Agreement unless an extension is mutually agreed by both parties.

FEES AND CONDITIONS

1. The services as described herein will be provided on a unit rate basis in accordance with attached rates, in Exhibit B.
2. It is anticipated that each inspection and written report will take a senior geotechnical engineer\engineering geologist approximately 4 hours to complete at \$150 per hour. The consultant will be reimbursed at a rate of \$14.00 per inspection for mileage reimbursement.
3. Additional services beyond the scope of services described herein will be charged at the unit rates set forth in Exhibit B for services provided, but only upon approval of the City. Additional services must be approved in writing by either the Public Works Director or City Administrator prior to work being performed outside the scope of services.

EXHIBIT A-1
CONDITIONAL USE PERMIT

BILL NO. 834

ORDINANCE NO. 827

AN ORDINANCE AUTHORIZING THE GRANTING OF A CONDITIONAL USE PERMIT TO THE BOARD OF TRUSTEES OF PARK COLLEGE TO PERMIT LIMESTONE EXTRACTIONS AND PROCESSING OPERATIONS IN ACCORDANCE WITH SECTION 17 OF THE ZONING ORDINANCE FOR THE CITY OF PARKVILLE, MISSOURI.

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

WHEREAS, the application of the Board of Trustees of Park College, applicant, requesting a Conditional Use Permit to permit limestone extractions and processing operations, was referred to the Planning Commission for public hearing; and

WHEREAS, the Planning Commission held a public hearing on the request on Sept. 3, 1980, after due public notice in the manner prescribed by law; and said Commission made a final report to the Board of Aldermen under date of Sept. 16, 1980, recommending approval of the request.

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

SECTION 1. Pursuant to Section 17 of the Zoning Ordinances of the City of Parkville, Missouri, that a Conditional Use Permit be granted to The Board of Trustees of Park College, applicant, and its licensees or lessees, to permit limestone extractions and processing operations, upon and from the following described property, as set forth in Schedule A attached hereto and made a part hereof by reference.

SECTION 2. That the limestone extraction and processing operations shall be conducted under the following conditions:

1. The operation will be such that property owned by Park College or other landowners within the City shall be and remain free from any nuisance emanating from the premises as a result of dust, concussion, vibrations, noise, odors, smoke or gas resulting from the mining operation. The measurement rules of the Occupational Safety and Health Administration Environmental Protection Agency and the Mine Safety and Health Administration shall be used as standard units of measure in determining the levels of various pollutants and whether they constitute a nuisance.
2. The general pattern of truck traffic in and to the mining operations in and over the streets of Parkville over which the City has jurisdiction, including over-the-road haul routes and handling of turning movements, shall be subject to regulations as adopted by the Board of Aldermen of the City.
3. If requested by the City of Parkville, monthly seismographic tests of vibrations and shock shall be conducted at the expense of the mine operator and made available to the City. The data can be the same data submitted to Park College and/or Federal Regulatory Agencies.
4. The actual mining and mine related operations shall be conducted in accordance with the Mine Development Plan which plan must be in accordance with the regulations of all State and Federal Mining Regulator Agencies and which plan shall be submitted to the Board ^{of} and Aldermen and approved by the Board of Aldermen prior to issuance of a mine operation license, which approval shall not be unreasonably withheld. The Mine Development Plan shall be prepared under supervision of a registered professional engineer and shall include the following minimum information to the extent such information can reasonably be determined at the time of submission of the plan. The plan shall be updated annually prior to renewal of mine operation license and shall include the following:
 - A. Mining Plan, including:
 1. Topographic site plan to a scale of 1 inch equal to 100 feet or larger scale, showing roadways, points of mine access, and grading for related surface facilities.
 2. Proposed mine layout showing pillar spacing and sizes, location of ~~underground roadways, and related underground facilities.~~

3. Geologic reports on the site including depths of overburden above the Bethany Falls limestone, location of core borings, boring logs and geologic sections of mine entry points. The mine operator shall keep this data on file and shall be made available for viewing by the City Engineer or the Mayor and the Board of Aldermen on a confidential basis.
 4. Proposed design of mine including rock extraction rates, pillar orientation spacing and size, roof thickness and spans, roof bolting or other roof stabilization procedures and design of access tunnels and portals.
 5. Proposed blasting procedures including number and size of charges in typical pattern, delay sequences and projected levels of vibration at the mine, Riss Lake Dam and Parkville. Plan shall include a system to monitor blast vibration levels at above locations and effects of blasting on local populace, and provide for adjustment of blasting procedures or levels accordingly. Operator shall designate individual responsible for blasting operations with authority to take immediate action relating to blast related complaints.
 6. A plan for protection of Riss Lake Dam including installation and operation of a seismograph to measure present background vibration levels and future blast vibration levels, which location shall be in close proximity to said dam at a location approved by the City Engineer. The operator shall consult with State of Missouri relating to dam safety regulations and status of Riss Lake Dam, and include appropriate provisions in the protection plan as regards mine related activities.
 7. Mine management plan with table of organization and names of individuals responsible for management and operation of mine and related operations. Name and telephone number of individual with single point responsibility and control over all mine related operations. Said management plan shall be updated from time to time as needed.
- B. Master traffic plan, showing proposed haul routes and noting any restrictions concerning gross vehicle weight, hours of travel, etc. Designation of a traffic coordinator able to receive traffic complaints and with authority to control mine related traffic.
 - C. Mine related surface development plan, including specific location of rock processing plants, stock piles and waste disposal areas.
 - D. Pollution abatement plan, including procedures for dust control on roads and rock processing equipment, and surface runoff from the site. Designation of individual with responsibility for pollution abatement and authority to act to eliminate or reduce specific areas of pollution.
 - E. All ventilation shafts or holes shall be constructed in accordance with good engineering practice and properly protected by a fence or other cover to protect persons from injury, so long as this does not conflict with Federal or State mining regulations.
5. Blasting operations shall be subject to the reasonable regulations of the Board of Aldermen.
 6. The operator of the mining operation shall obtain and maintain an occupational license from the City in accordance with the Ordinance of the City now or hereafter enacted.
 7. The user will submit an authenticated survey, if requested by the City of Parkville, certified to by a qualified Missouri registered surveyor or engineer, acceptable to the City, at least once a year showing the mine tunnels in relation to property boundaries. Such survey will be shown in conjunction with adjoining properties being mined, if any.
 8. The City reserves the right to conduct inspections at any reasonable time during the business day or at anytime in the event of an emergency to certify that these regulations are being followed.

9. The City will employ on a per diem basis a qualified registered engineer to make unscheduled inspections and written reports to the Board of Aldermen as to the mine operator's compliance with this ordinance. Inspection procedures must comply with Federal regulations regarding visitors in the mine. Such inspections may be made at least annually and shall not be more than three (3) times during any one (1) year and shall be paid for by the operator at not more than \$300.00 per inspection.
10. The City of Parkville may obtain injunctive relief from a court having jurisdiction over the premises to enforce the conditions set forth in this Section 2, after notification to the permittee and operator of the specific nature of the violation which the City claims to exist. In the event that the matter has not been resolved within 30 days, either party may request arbitration by notifying the other party within 10 days thereafter, accompanied by a designation of an impartial arbitrator, knowledgeable in the field in which the alleged violation occurred. The other party, thereupon and within 10 days thereafter, shall select an arbitrator, likewise impartial and knowledgeable in the field of the alleged violation. The two arbitrators shall select a third, and, in the event of their failure so to do within 10 days after the second arbitrator has been selected, the presiding judge of the Circuit Court of Platte County shall make the selection. The arbitrators so selected shall render a decision within 30 days from final selection of all three arbitrators. A reasonable time shall be established for any corrections of any alleged defaults before injunctive relief is sought. The decision of the arbitrators shall not be considered as binding upon the parties.

SECTION 3. The permittee, Park College, agrees and will hold the City of Parkville harmless from any claim for damages directly or indirectly alleged to be caused by the said mining operation under this permit. Such indemnity shall include any cost expense or reasonable attorney fees incurred by the City by reason of any such claim.

SECTION 4. Ordinance #803 is hereby repealed and the foregoing is enacted in lieu thereof.

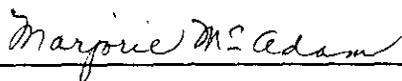
SECTION 5. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED this 17th day of March, 1981.



Mayor

ATTEST:



City Clerk

APPROVED this _____ day of _____, 1981.



Mayor

The following real estate is located in the city of
Parkville, Platte County, Missouri, to-wit:

All that part of Section 36, Township 51 North Range 34 West, and that part of Section 1, Township 50 North, Range 34 West, to the extent that each tract lies North of the North right of way line of Highway 9, EXCEPT those parts thereof described as follows:

(1) "Beginning at the Southwest corner of Lot 14, Block 4, Misty Wood (1st Plat), a subdivision of land in Platte County, Missouri, said point being on the East line of said Section 36; thence Southerly along said East line to the Southeast corner of said Section 36; thence Northwesterly along a line that makes a Northwesterly angle of 65 degrees, 00 minutes, 00 seconds with said East line, a distance of 440.00 feet; thence Northeasterly along a line that deflects to the right 87 degrees, 00 minutes, 00 seconds of the last described course, a distance of 460.00 feet; thence Northeasterly to the point of beginning", and

(2) "Beginning at a point in the North line of the the NE 1/4 of the NE 1/4 of said Section 1, which is 206.48 feet East of the Northwest corner thereof; thence Southwesterly along a line that makes a Southwest angle of 65°-56'-50" with said North line 49.37 feet to a point on the Northeasterly right-of-way line of Missouri State Highway No. 45 (as it existed on February 9, 1950, the date of the deed from The Board of Trustees of Park College to Standard Oil Company); thence Southeasterly at right angles from the last described course and along said Northeasterly right-of-way line 250 feet to a point 25 feet from the center line of Coffey Road; thence Northeasterly at right angles from the last described course 110 feet; thence Northwesterly at right angles from the last described course 250 feet; thence Southwesterly at right angles from the last described course 60.63 feet to the point of beginning; and

(3) "Beginning at the point of intersection of the Northerly right of way line of Missouri State Highway No. 9 with the East line of said Section 1; thence Northwesterly along said Northerly right of way line to a point 170.00 feet Northeasterly of and opposite Station 256+65 on the survey centerline of said Missouri State Highway No. 9; thence Southwesterly continuing along said Northerly right of way line to a point 80 feet Northeasterly of and opposite said Station 256+65; thence Northwesterly continuing along said Northerly right of way line a distance of 135.00 feet; thence Northeasterly to a point on the East line of said Section 1, 50.00 feet South of the Northeast corner thereof; thence Southerly along said East line to the point of beginning."

SCHEDULE A

EXHIBIT A-2
MINE DEVELOPMENT PLAN

BILL NO. 1928

ORDINANCE NO. 1913

AN ORDINANCE ACCEPTING THE MINE DEVELOPMENT PLAN SUBMITTED UNDER THE PROVISIONS OF THE CONDITIONAL USE PERMIT ISSUED TO PARK COLLEGE BY PARKVILLE ORDINANCE NO. 827.

WHEREAS a Conditional Use Permit was issued by the Board of Alderman of the City of PARKVILLE to the Board of Trustees of Park College by Ordinance No. 827 to permit limestone extraction and processing operations on property more particularly described in Exhibit A to the Conditional Use Permit.

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

Section 1. The Conditional Use Permit ("CUP") issued under Ordinance No. 827 is in full force and effect and unmodified.

Section 2. The 2000 Mine Development Plan prepared by Lalit Bhatnagar, P.E., CHMM, (the "2000 Mine Development Plan"), a copy of which is filed in the office of the City Administrator of the City of Parkville, Missouri (the "City") is hereby accepted as the Mine Development Plan in accordance with the provisions of the CUP.

Section 3. For the purposes of Section 2.4 of the CUP, the Board of Trustees of Park University, its successors, licensees or lessees (any of the foregoing, the "Permittee"), as holder of the CUP, shall be deemed to have updated the 2000 Mine Development Plan annually in accordance with Ordinance 827 provided that, at the time of application for a renewal of the mine operation license required by Parkville Ordinance No. 1262, the Permittee shall submit a letter to the City in which the Permittee shall state that there has been no substantial or material change in the Mine Development Plan from the 2000 Mine Development Plan. In the event of a substantial or material change in the 2000 Mine Development Plan, the Permittee shall submit a new Mine Development Plan to the City prior to the renewal of the license.

Section 4. The 2000 Mine Development Plan is in accord with the regulations of all state and federal mining regulatory agencies. Nothing in the 2000 Mine Development Plan or the operations to be conducted by the Permittee on the property described in Exhibit A to the CUP (the "CUP Property") shall be considered an addition or structural alteration to the CUP.

Section 5. In accordance with the provisions of the CUP, the laws of Missouri and Ordinance No. 1262, the license for mine operations shall be renewed annually upon payment of the license fee, compliance with all other requirements of the Laws of Missouri and Ordinance 1262, and the submission to the City of the letter or Mine Development Plan required by this Ordinance. The Permittee or license applicant shall be notified in writing of any instance of non-compliance and shall be provided with sixty (60) days within which to remedy any instance of non-compliance without being found in violation of Ordinance No. 1262, Ordinance No. 827, or the CUP.

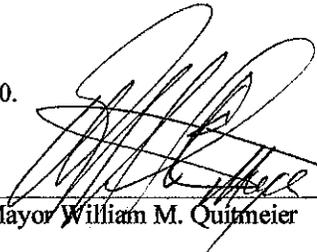
Section 6. All mining operations to be conducted on the CUP Property shall be subject to periodic review by the City for the purpose of reviewing compliance with the 2000 Mine Development Plan and other applicable laws, rules and regulations governing operations; and, nothing in this Ordinance shall limit the City's ability to inspect the mining and mine operations conducted under the CUP in accordance with the provisions for inspection set forth in the CUP.

Section 7. The Board of Aldermen acknowledges that the Board of Trustees for Park University remains the Permittee under Ordinance No. 827. The operator of the mining operation, as shown in the Mine Development Plan has changed; and, subject to compliance with said Plan and with applicable ordinances, the Board of Aldermen authorizes the issuance of occupational licenses to said operator.

ORD NO. 1913 Page 1

Section 8. To the extent of any conflict between the provisions of this Ordinance and the provisions of any other law or ordinance, the provisions of this Ordinance shall control.

PASSED this 7th day of November, 2000.



Mayor William M. Quitmeier

ATTESTED:



City Clerk Barbara J. Lance

APPROVED this 7th day of November, 2000.



Mayor William M. Quitmeier

DEVELOPMENT PLAN

for

PARKVILLE MINE
7600 West Missouri Hwy. 9
Parkville, Platte County, MO 64152
(816) 741-2550

Prepared By:

Martin Marietta Materials, Inc.

Lalit Bhatnagar, P.E., CHMM

11252 Aurora Avenue

Des Moines, IA 50322

(515) 254-0030



Table of Contents

1	Introduction
2	Topographical Site Plan
3	Proposed Mine Layout
4	Geologic Report
5	Proposed Mine Design
6	Proposed Blasting Procedures
7	Protection of Riss Lake Dam
8	Mine Management Plan
9	Master Traffic Plan
10	Mine Related Surface Development Plan
11	Pollution Abatement Plan
12	Standards for Ventilation Shafts or Holes
13	Occupational License
14	
15 ₁₆	

Section I Introduction

Parkville City Ordinance Number 827 authorized the granting of a Conditional Use Permit (hereinafter referred to as C.U.P.) on March 17, 1981, to the Board of Trustees of Park College, applicant, and its licensees or lessees, to permit limestone extractions and processing operations upon and from the following described property in accordance with Section 17 of the zoning ordinance for the City of Parkville, Missouri.

The subject real estate property (hereinafter referred to as C.U.P. area) located in the City of Parkville, Platte County, Missouri, is described as follows:

All that part of Section 36, Township 51 North, Range 34 West, and that part of Section 1, Township 50 North, Range 34 West, to the extent that each tract lies North of the North right of way line of Highway 9, EXCEPT those parts thereof described as follows:

- (1) "Beginning at the Southwest corner of Lot 14, Block 4, Misty Wood (1st Plat), a subdivision of land in Platte County, Missouri, said point being on the East line of said Section 36; thence Southerly along said East line to the Southeast corner of said Section 36; thence Northwesterly along a line that makes a Northwesterly angle of 65 degrees, 00 minutes, 00 seconds with said East line, a distance of 440.00 feet; thence Northeasterly along a line that deflects to the right 87 degrees, 00 minutes, 00 seconds of the last described course, a distance of 460.00 feet; thence Northeasterly to the point of beginning", and
- (2) "Beginning at a point in the North line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 1, which is 206.48 feet East of the Northwest corner thereof; thence Southwesterly along a line that makes a Southwest angle of 65°-56'-50" with said North line 49.37 feet to a point on the Northeasterly right-of-way line of Missouri State Highway No. 45 (as it existed on February 9, 1950, the date of the deed from The Board of Trustees of Park College to Standard Oil Company); thence Southeasterly at right angles from the last described course and said Northeasterly right-of-way line 250 feet to a point 25 feet from the center line of Coffey Road; thence Northeasterly at right angles from the last described course 110 feet; thence Northwesterly at right angles from the last described course 250 feet; thence Southwesterly at right angles from the last described course 60.63 feet to the point of beginning; and
- (3) "Beginning at the point of intersection of the Northerly right of way line of Missouri State Highway No. 9 with the East line of said Section 1; thence Northwesterly along said Northerly right of way line to a point 170.00 feet Northeasterly of and opposite Station 256+65 on the survey centerline of said Missouri State Highway No. 9; thence Southwesterly continuing along said Northerly right of way line to a point 80 feet Northeasterly of and opposite said Station 256+65; thence Northwesterly continuing along said Northerly right of way line a distance of 135.00 feet; thence Northeasterly to a point on the East line of said Section 1, 50.00 feet South of the Northeast corner thereof; thence Southerly along said East line to the point of beginning."

Please refer to the attached Figure 1 (Site Map) for further details of the C.U.P. area.

Section 2 of the C.U.P. requires preparation of a "Mine Development Plan" in accordance with the regulations of all State and Federal Mining Regulatory Agencies. Mine Development Plan includes a Mine Plan, Master Traffic Plan, Mine Related Surface Development Plan, Pollution Abatement Plan and Standards for Construction of all Ventilation Shafts or Holes. This required information is presented in the following eleven (11) sections of this report:

Section II (Topographic Site Plan):	Satisfies C.U.P. Section 2(4)(A)(1)
Section III (Proposed Mine Layout):	Satisfies C.U.P. Section 2(4)(A)(2)
Section IV (Geologic Report):	Satisfies C.U.P. Section 2(4)(A)(3)
Section V (Proposed Mine Design):	Satisfies C.U.P. Section 2(4)(A)(4)
Section VI (Proposed Blasting Procedures):	Satisfies C.U.P. Section 2(4)(A)(5)
Section VII (Protection of Riss Lake Dam):	Satisfies C.U.P. Section 2(4)(A)(6)
Section VIII (Mine Management Plan):	Satisfies C.U.P. Section 2(4)(A)(7)
Section IX (Master Traffic Plan):	Satisfies C.U.P. Section 2(4)(B)
Section X (Mine Related Surface Development Plan):	Satisfies C.U.P. Section 2(4)(C)
Section XI (Pollution Abatement Plan):	Satisfies C.U.P. Section 2(4)(D)
Section XII (Standards for Ventilation Shafts or Holes):	Satisfies C.U.P. Section 2(4)(E)

This "Mine Development Plan" is prepared from the information gathered during the numerous on-site visits of the Parkville Mine, review of available geological and hydrogeological studies of the Parkville Mine area, and verbal and written first-hand operational experience of several technical experts and Parkville Mine managers. This document is a **long-term plan** for the actual mining and mine related operations in accordance with all State and Regulatory Agencies, and therefore is not anticipated to change substantially from year to year. Once this Mine Development Plan is approved by the Board of Aldermen, the Board of Trustees for Park College ("Trustees") will periodically update this plan only in the event of substantial change; provided, however, that this Mine Development Plan and operations pursuant thereto shall be subject to periodic review by the City for the purpose of reviewing compliance with the Mine Development Plan and other applicable rules and regulations governing operations. It is our further understanding that by approving this Mine Development Plan, the City has determined that any operational or marketing changes that have occurred since the submission of the original Mine Development Plan, and any changes projected in this Mine Development Plan will not constitute additions or structural alterations to the Conditional Use Permit approved by the Board of Aldermen for the Parkville Mine.

Trustees and their lessees/licensees grant authorized public officials right of entry and investigation during normal business hours. Notwithstanding the provisions of Ordinance No. 827 limiting the cost of inspection to \$300 per inspection, Trustees and their lessees/licensees agree to pay for the inspections required by Ordinance No. 827 at not more than \$1500 per inspection (as opposed to \$300 per inspection). Trustees or their lessees and licensees shall be entitled to annual renewal of the license required by Chapter 635 of the Municipal Code of the City of Parkville unless, after notice and hearing, it has been established that there have been material violations of the Mine Development Plan or of other applicable rules and regulations pertaining to operations.

Section II

Topographic Site Plan

The surface facilities for Parkville Mine are currently located in and around the part of the C.U.P. area broadly defined as SE $\frac{1}{4}$ of Section 36, Township 51 North, Range 34 West. Attached Figure 2 (Topographic Site Plan) details the roadways, point of mine access and grading for related surface facilities. This map (1"=800') covers the area of location of surface facilities for the next several years. A larger scale map is also available for review upon request. As the mining progresses during the life of the mine/quarry, some or all of these and new surface facilities could be located/relocated to other parts of the C.U.P. area.

Section III

Proposed Mine Layout

There are three (3) separate mineable limestone ledges present in the C.U.P. area. These ledges are referred to as Argentine, Winterset and Bethany Falls with Argentine being the top mineable ledge. Please refer to the attached Figure 5 (Miscellaneous Details; located in Section XII of this Mine Development Plan) for a detailed description of the generalized geologic section in the Parkville Mine area. Attached Figure 3A (Proposed Argentine Mine/Quarry Layout) not only shows the proposed pillar spacing and sizes, but also the associated surface grading and points of mine access. Parts of the completed grading and open pit quarrying of the Argentine ledge is also shown in Figure 2 of this report. The long-term Missouri Department of Natural Resources (MDNR) Mine Plan provides for open pit removal of Argentine to an East-West line believed to be sufficiently below any weathered exposure. From this entry position, multiple mine entrances can be directed outwards to the mineable areas inside the C.U.P. area. Attached Figure 3B (Proposed Bethany Falls Mine Layout) shows the pillar spacing and sizes, location of primary underground roadways for mining support and related underground and surface facilities. The final development of underground roads will depend on the needs of secondary development of the mined space. Underground haul roads can and will change to accommodate routine progress of underground mining. Proposed Winterset Mine Layout is identical to the Bethany Falls Mine Layout with pillar spacing and sizes, location of underground roadways and related underground and surface facilities practically superimposed on the Bethany Falls grid. Parts of Winterset have been mined at the foot of the Bethany Falls entry adit. The mine plan envisions mining the entire C.U.P. area on the same/similar mine grid pattern. The plan also provides for a second entry adit for mining Bethany Falls/Winterset in the C.U.P. area.

Section IV Geologic Reports

Geologic reports of the C.U.P. area showing the depths of overburden above the Bethany Falls ledge, locations of core borings, boring logs and geologic sections of mine entry points will be kept on file at Martin Marietta Materials, Inc., 11252 Aurora Avenue, Des Moines, IA 50322, for viewing by the City Engineer or the Mayor and the Board of Aldermen on a confidential basis.

The "Geologic Reports" file will also include the following reports:

1. Frank C. Greene report regarding mining Bethany Falls at the Parkville Mine. Report is dated November 19, 1974.
2. Layne-Western Company drilling reports dated March 1974 and February 1975. These are appraisal reports to evaluate Bethany Falls thickness and quality.
3. Woodward-Clyde report dated 1981 details subsurface hydrology and feasibility of mining Bethany Falls at the Parkville Mine.
4. Other periodic geologic findings from day-to-day mining operations at the Parkville Mine.

Please refer to the attached Figure 5 (Miscellaneous Details; located in Section XII of this Mine Development Plan) for the generalized geologic section at the Parkville Mine.

Section V

Proposed Design of Mine

Argentine Mine

The Argentine ledge, mined at the Park College Library, was designed and constructed with relatively narrow tunnels (20 ft. to 24 ft.) connected by crosscuts at intervals appropriate for the compression joint system visible in the structure. Under the heavier overburden with uniform mining geology, a 55 ft. x 55 ft. mine grid with 25 ft. x 25 ft. pillars was used as the recommended design.

The roof was bolted using polyester resin grouted rock-bolts. Type of roof-bolting used, bolt lengths and spacing between the roof-bolts will be decided based on the mine conditions and safe mining practices. Portal faces are presplit and protected with entrance structures where necessary.

Each entry and crosscut was bolted with 58 inch #7 polyester resin grouted roof-bolts on an approximate 5 ft. x 5 ft. grid. Mine face height varied from 12 ft. to 13.5 ft. Pillar orientation is generally east-west with grid oriented parallel to the north property boundary.

Winterset Mine

The Winterset ledge was mined to a limited extent at the foot of the Bethany Falls adit. The lower 14 ft. was found to be mineable. This mining was done with the "Massive Zone" of the ledge as an exceptionally massive roof beam.

The mine geometry used the recommended pillar pattern for the Bethany Falls level (i.e., 80 ft. x 80 ft. mine grid with 35 ft. x 35 ft. pillars). Due to the massive roof beam, roof-bolting is not required. Mineable ledge is separated from the massive zone by a thin shale parting seam.

Bethany Falls Mine

The Bethany Falls ledge was initially bench mined under the Winterset level during the primary adit construction project. This allowed for entry to the Bethany Falls via multiple tunnels for better ventilation and faster mine development.

From the gallery created by benching, tunnels on an 80 ft. x 80 ft. were developed. Initial entries and crosscuts were 40 ft. wide leaving 40 ft. x 40 ft. pillars. This design is more conservative than similar Bethany Falls mines in the area with pillars having 196% more area allowing better load carrying capacities. Mine roof has been stable and no roof-bolting is required. The adjustment to the optimum mine geometry dimensions is being implemented as mining proceeds northward and westward. Mine ceiling is wavy due to lack of a clean parting seam. Mine ceiling heights vary from 12.5 ft. to 14.5 ft. Mine grid is oriented true north-south/east-west.

Extraction Rates

In developing each mine ledge, extraction rates and ratio for extraction versus pillar area are traditional and somewhat conservative for room and pillar mining. Total extraction rates for the Parkville Mine are anticipated to be approximately 1.5 Million Tons per Year. The processing and support equipment and facilities will be upgraded, revamped and/or supplemented as needed. Total extraction rates are further dependent on the market conditions and can routinely vary in response to the actual, perceived and/or anticipated market needs.

Section VI

Proposed Blasting Procedures

The proposed blasting procedures for both surface and underground mining are illustrated using typical drill hole dimensions and charge delay patterns for rock breakage at the mine. Please refer to attached Figure 4 (Proposed Drilling and Blasting Patterns). Variations in blast design and component selection are routinely made whenever the physical requirements of the immediate blast site indicate adjustments are needed to achieve optimum breakage, minimal backbreak, minimal seismic vibration and airblast reduction. Blast designs follow conventional procedures which are designed to create a pattern of individual controlled detonations in a multiple hole blast. ANFO is the principal explosive, initiated by caps and primers. Watergel explosives or slurries are used in wet holes. Surface holes are stemmed using clean broken rock while underground holes are air decked. Secondary blasting is used as needed.

Seismic recording of all blasts is taken at a safe location, based upon advice from the seismologist. The Company voluntarily agrees not to use blast designs which exceed the previously recommended and locally accepted upper limit of peak particle velocity to be no greater than 1.55 inches per second measured in the soil at the surface of the ground at the Riss Lake Dam, downtown Parkville and the Park College property boundary. Blast holes are detonated using delays that conform to the U.S. Bureau of Mines standard of 8 millisecond or more between delays.

Section VII

Protection of Riss Lake Dam

Black & Veatch prepared a detailed report on Riss Lake Dam in the late 1970s. The city of Parkville is also believed to have a copy of this report. This report suggested the seismic peak particle velocity limit of 1.55 inches per second. This has become a local standard for seismic wave energy limits from blasting operations.

Parkville Stone Company had recorded blasting events at times from various points in the direction of Riss Lake Dam during the late 80's and early 90's when mining Argentine ledge close to Park College campus. All measurements were well below the limit with several below the seismograph's automatic trigger level of 0.02 inches per second.

As mining proceeds closer to the Riss Lake Dam, monitoring in and around the dam site would be scheduled at various times as blasting distances approach 500 ft.

Section VIII Mine Management Plan

Names of individuals responsible for management and operation of mine and related operations:

- | | | |
|----|--|---------------|
| 1. | Doug Gale, Vice President & General Manager, Kansas Region | (913)390-8396 |
| 2. | Phil Holland, General Manager, Kansas City District | (913)390-8396 |
| 3. | Marvin Gabb, Production Manager, Kansas City District | (913)390-8396 |
| 4. | Scott Crabtree, Plant Manager, Parkville Mine | (816)741-2550 |

Section IX Master Traffic Plan

The traffic from the mine, for the most part, goes south on Coffey Road and then on to Missouri Highway No. 9.

Customers are free to hire or furnish their own trucks and the Company can exercise control over these trucks only when they are on the mine property. The company will avoid loading trucks beyond their apparent capacity and will refuse to load vehicles with damaged tailgates or leaking bodies.

Loading operations are generally operated during daylight hours. Emergency needs or other customer needs may require some exceptions.

Names of individual(s) responsible for truck traffic complaints:

1. Scott Crabtree, Plant Manager, Parkville Mine (816)741-2550

In satisfaction of its legal obligations to provide road maintenance and improvements and in consideration of Operator's continuing right to use the Haul Routes designated in the Traffic Management Plan, all as approved by Ordinance No. 827, Operator agrees to make a payment of Sixty Thousand Dollars (\$60,000.00) to the City of Parkville within 30 days of the City's approval of its 2000 Mine Development Plan or of Operator's acquisition of the property (whichever comes later). Said payment shall be in addition to the prepayment of occupation license fees specified in Section XIII hereof.

Notwithstanding anything to the contrary contained herein, Operator shall not make the Prepayment unless the City shall have completed a traffic study showing that signalization and other public improvements for the intersection of Highway 9 and Coffey Road are warranted.

Section X

Mine Related Surface Development Plan

Figures 1, 2 and 3 show the location of existing topography, future topography, plant and stockpile areas, plant entrance(s) and other support area. It specifically includes excavation of soil to create level plant, stockpile and other support areas, proposed adits to Argentine, Winterset and Bethany Falls ledges. It also includes retention ponds, concrete and asphalt plant locations.

All Mine related surface development is accomplished in accordance with:

1. Lease with the Park College.
2. Permits issued by MDNR Land Reclamation Program.
3. Permits issued by MDNR Air Pollution Control Program.
4. Permits issued by MDNR Water Pollution Control Program
5. Other Federal, State and Local agencies.

Section XI

Pollution Abatement Plan

The Company will operate the Mine in accordance with all permits issued to operate a mine, quarry and processing plant at the Parkville Mine.

Following is a brief listing of the Permits and Plans:

1. MDNR Land Reclamation Program (Mining Permit).
2. MDNR Air Pollution Control Division (Construction and Operating Permits).
3. MDNR Water Pollution Control Program (NPDES Permit).
4. Fugitive Dust Management Plan (FDM Plan). The FDM Plan will incorporate Best Management Practices for controlling fugitive dust from the areas at the Parkville Mine with potential to generate fugitive dust emissions. The water truck loadout station is also expected to be upgraded significantly to allow rapid reloading of this water truck.
5. Spill Prevention Control & Countermeasure Plan (SPCC Plan)
6. Stormwater Pollution Prevention Plan (SWPP Plan)

FDM, SPCC and SWPP Plans will be located on-site for pollution abatement training and guidance. These plans and permits are available upon written request to the City Engineer, Mayor and Board of Aldermen for review.

Names of individual(s) responsible for Pollution Abatement Plan:

1. Scott Crabtree, Plant Manager, Parkville Mine (816)741-2550

Section XII

Standards for Ventilation Shafts or Holes

All ventilation shafts or holes will be constructed in accordance with good engineering practices and properly protected by a fence or other cover to protect persons from injury, so long as this does not conflict with Federal or State Mining Regulations.

Ventilation shafts should be spaced at accessible surface points, at intervals sufficiently separated to balance airflows, with adequate volumes going to the active phases. Surface locations should be properly guarded and fenced and be clear of combustible material within 25 ft of intake casing. Figure 5 (Miscellaneous Details) shows a typical design of an air shaft/emergency secondary exit. Ventilation shafts are normally constructed using the raise bore method. A 10 ft. diameter hole was raise cut and was lined by a 108" steel liner with ½" thickness. The annular space between the bore and liner was filled with concrete.

The 75 hp fan delivers approximately 200,000 cfm into the Mine. Five (5) – 30 ft caged ladders provide emergency exit. An auxiliary exhausting fan is also attached to meet MSHA Standards for reverse circulation. If needed, this exhaust fan can move approximately 50,000 cfm up the airshaft. The top housing is about 12 ft. above ground level, and is hinged to allow for natural ventilation during the winter. There are two (2) existing airshafts (1S 11W & 10E 22N) at the Mine (Figure 2). Airshaft (10E 22N) was installed in 1999 and is currently not equipped with a fan and/or emergency exit ladders.

Any surface development should provide adequate open space around airshafts for servicing and access.

Section XIII Occupational License

Pursuant to Ordinance No. 827 Section 2(6), the mine operator is required to obtain and maintain an occupation license from the City. The fee for such license is designated in Section 635.020 of the Municipal Code of the City of Parkville as One Thousand Dollars (\$1,000.00) per year plus three cents (\$.03) per ton for each ton of limestone sold or physically removed from the mine property.

Operator hereby agrees to obtain and maintain the required occupation license from the City.

Within thirty (30) days of the later to occur of (i) the City's approval of Operator's 2000 Mine Development Plan or (ii) Operator's acquisition of the property which is the subject of the 2000 Mine Development Plan, Operator shall make a payment to the City of One Hundred Thousand Dollars (\$100,000.00) as a prepayment of the license fee and tonnage fee for the Parkville Mine required by Section 635.020 (the "Prepayment"). The Prepayment shall be credited against license fees and tonnage fees owed by Operator to the City, in the following manner:

- (A) For every dollar owed by Operator for license and tonnage fees up to \$50,000, Operator shall be credited with having prepaid that amount on a dollar-for-dollar basis.
- (B) The remaining \$50,000 of the Prepayment shall increase at an annual rate of nine percent (9%) per annum from the date of the Prepayment, for the benefit of Operator (the "Accrual Portion"). After Operator shall have received credits in the amount of \$50,000 as set forth in (A) above, Operator shall be entitled to credits for payment of license and tonnage fees owed by Operator to the City in the amount of the Accrual Portion until Operator has received credits in the full amount of the Accrual Portion.

Notwithstanding anything to the contrary contained herein, Operator shall not make the Prepayment unless the City shall have completed a traffic study showing that signalization and other public improvements for the intersection of Highway 9 and Coffey Road are warranted.

EXHIBIT B
HOURLY RATES

**MINE PERIODIC INSPECTIONS
AND
REVIEW OF MINE OPERATOR'S ADHERENCE
TO THE CONDITIONAL USE PERMIT
PARK UNIVERSITY MINE
CITY OF PARKVILLE, MISSOURI**

CATEGORY	UNIT	UNIT RATE
Senior Engineer / Geologist	Hour	\$150.00
Project Engineer / Geologist	Hour	\$95.00
Clerical	Hour	\$45.00
Mileage	Mile	\$0.65

* ANY ADDITIONAL SERVICES MUST BE APPROVED IN WRITING BY THE PUBLIC WORKS DIRECTOR OR CITY ADMINISTRATION PRIOR TO ANY WORK PERFORMED OUTSIDE THE SCOPE OF SERVICES OUTLINED IN EXHIBIT A.

CITY OF PARKVILLE Policy Report

Date: February 29, 2016

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Lauren Palmer
City Administrator

ISSUE:

Authorize staff to release the bid request for the 2016 Street Maintenance Program.

BACKGROUND:

The City programmed money in the 2016 Capital Improvement Program (CIP) for street maintenance. The street maintenance program includes concrete curb and sidewalk repair; asphalt mill and overlay; pavement marking; and crack sealing. The past two years, the Public Works Director and Director of Operations reviewed the quality of each City street. These streets were rated according to a standard pavement rating system.

The Field Rating System is as follows:

<u>Rating</u>	<u>Description</u>	<u>Necessary Treatment</u>
1.0	Equivalent to a newly constructed street	Cracksealing & minor patching needed
2.0	Slight imperfections in street condition	Cracksealing, surface treatment, and/or patching
3.0	Some deterioration occurred, minor maintenance may be required	Patching or possible mill & overlay
4.0	Noticeable deterioration, maintenance is required	Cracksealing, pothole patching or mill & overlay
5.0	Significant maintenance is required	Cracksealing, pothole patching or mill & overlay
6.0	Serious deficiency	Mill & overlay
7.0	Severe deficiency	Various repairs, depending on evaluation
8.0	Major failure	Some street needs total replacement
9.0	Nearly total failure	Most street needs total replacement
10.0	Total failure	Total replacement

*Note: Ratings may be issued in 0.5 rating increments, depending on staff's evaluation of the street condition.

It is the goal to repair all streets rated at a 6.0 or above and to maintain all streets within Parkville at a service level of 5.0 or higher. In order to meet this standard, a higher level of annual street maintenance is required than what was done in recent years. Since 2013, the City has steadily increased its annual street maintenance budget to implement a more aggressive maintenance schedule.

ITEM 3C

For 03-07-15

Board of Aldermen – Finance Committee Meeting

City staff initially identified areas around the city in need of reconstruction. The immediate areas have been included in a long-range Capital Improvement Program (CIP). Staff has determined that mill & overlay, as well as microsurfacing, are the best treatments for the 2016 asphalt program. Based on the 2015 street ratings, the following streets are planned for reconstruction.

The mill & overlay project areas include:

Area 1: Riss Lake

- a. Rosewood Circle
- b. Sunset Drive
- c. Twilight Circle
- d. Twilight Place

Area 2: Kelly Industrial Park

- a. 63rd Street
- b. Kelly Drive North
- c. Kelly Drive South

Area 3: Crooked Road

- a. Hwy 45 to N. City Limits

Area 4: Mill Street

- a. Main Street to Hwy FF

Area 5: Brink Myers Road

- a. East to City Limits

The microsurfacing project areas include:

Area 6: Main Street

- a. 7th Street to 2nd Street

Area 7: The National

- a. Waters Edge

It is anticipated that the majority of the concrete curb repair program will be used to repair the damaged curbs within the project areas listed above. Other areas will be addressed, as budget allows, based on severity of the curb damage.

The sidewalk improvements are planned adjacent to the funeral home located in the northeast corner of 4th Street and Main Street. The approximately 72 feet of 4-foot sidewalk along 4th Street will be removed and replaced with a 5 ½-foot sidewalk section. The sidewalk improvements will also include reconstruction of the ADA ramp at the corner of 4th and Main.

If approved, the City will release the bid request on March 7th for (1) concrete curb & sidewalk; (2) mill & overlay; and (3) microsurfacing programs.

BUDGET IMPACT:

The 2016 Capital Improvements Program includes money in the Capital Outlay budget for street maintenance. The curb and sidewalk program includes \$100,000; the asphalt overlay program includes \$225,000; the cracksealing program includes \$15,000; and the street striping program includes \$20,000.

ITEM 3C

For 03-07-15

Board of Aldermen – Finance Committee Meeting

On June 4, 2013, the Board of Aldermen approved an escrow agreement between the City and RP Golf LLC and Bank Liberty. In the escrow agreement, the City committed to use \$19,633 for the street improvements to Waters Edge. To date, the City has spent approximately \$10,750 in street maintenance. There is a balance of \$8,883. The remaining balance of the escrow will be used to provide the street maintenance to Waters Edge.

The recommended street projects are based on a scope of work that is estimated to fit within the available budget of \$234,000, which includes the 2016 asphalt overlay budget and the remaining escrow for Waters Edge. On December 15, 2015, the Board approved Ordinance No. 2829 to adopt the 2016 budget. The ordinance states that staff will monitor expenses and revenues for the first half of the 2016 fiscal year. Any savings generated due to personnel vacancies or other known cost reductions or exceptional revenues will be redirected to increase the funding available for the 2016 mill and asphalt overlay program. Additional work can be included in a change order with the contractor, once that budget savings has been determined.

ALTERNATIVES:

1. Authorize staff to release the bid request for the street maintenance program as outlined.
2. Recommend that that Board of Aldermen authorize staff to release the bid request for the street maintenance program as outlined.
3. Direct staff to modify the street maintenance program.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends moving forward with the recommendations for street maintenance, based on the project areas outlined.

POLICY:

Action is not required from the Finance Committee or the Board of Aldermen before releasing bids for budgeted projects. However, staff requests approval from the Finance Committee for this work in order to signal an affirmation of the prioritized projects. In the interest of time, staff intends to release the bid package following action by the Finance Committee, but the Committee may request that the item be referred to the full Board of Aldermen.

SUGGESTED MOTION:

I move to authorize staff to release the bid request for the 2016 Street Maintenance Program as outlined.

ATTACHMENTS:

1. Riss Lake Project Area
2. Kelly Industrial Park Project Area
3. N. Crooked Road Project Area
4. Mill Street Project Area
5. NW Brink Myers Road Project Area
6. Main Street Project Area
7. Waters Edge Project Area
8. Waters Edge Escrow Agreement
9. 4th Street Sidewalk
10. Ordinance No. 2829 – 2016 Budget

Tom Watson Pkwy

Tom Watson Pkwy NW 64th St

Tom Watson Pkwy
NW 64th St

NW 6

**MILL AND OVERLAY
RISS LAKE**

Riss Lake Dr

NW Co

NW Timbercrest Pl

Riss Lake Dr

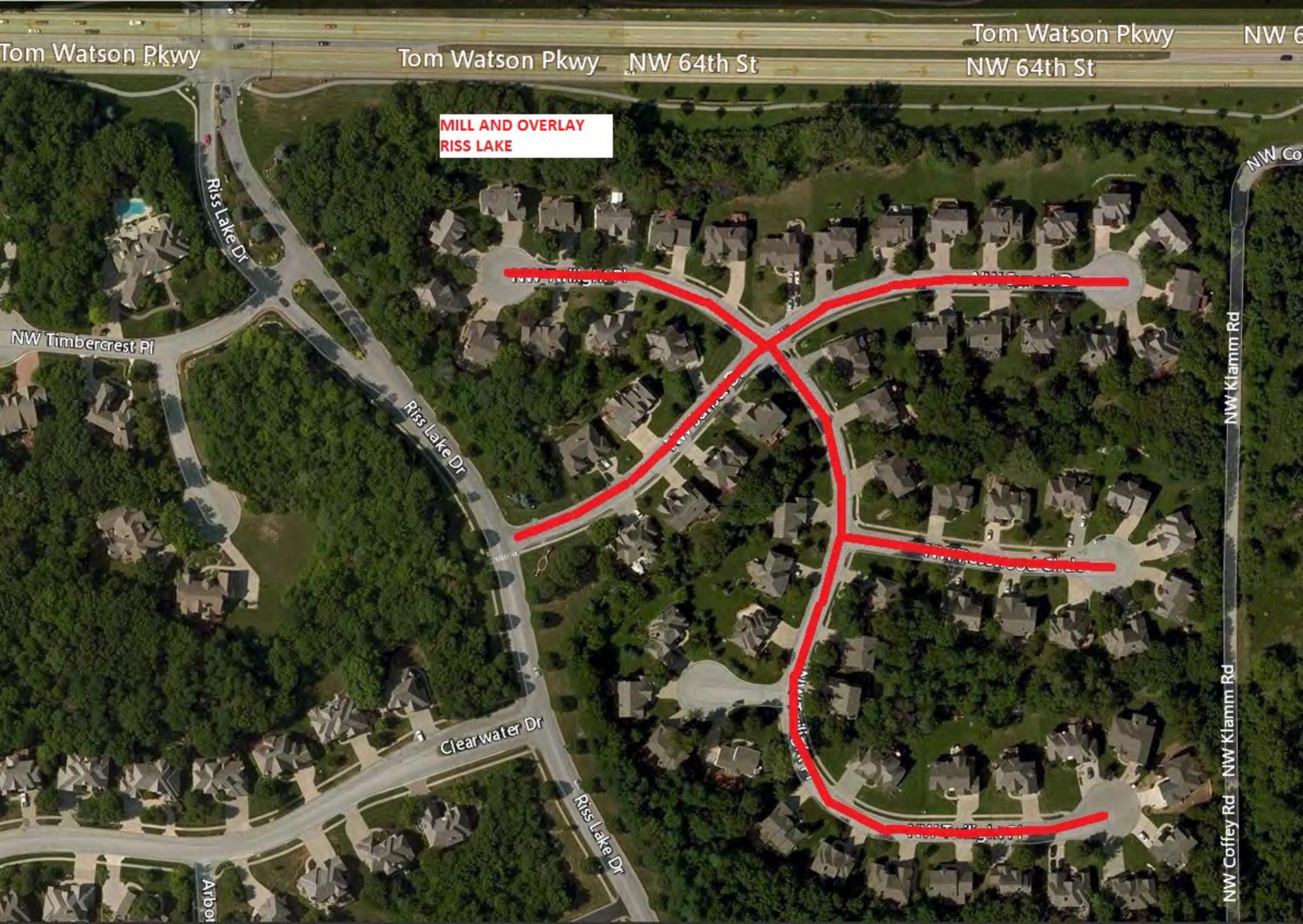
NW Klamm Rd

Clearwater Dr

Riss Lake Dr

NW Coffey Rd NW Klamm Rd

Arbol





Tom Watson Pkwy

45

**MILL AND OVERLAY
KELLY INDUSTRIAL PARK**

National Golf Club

NW Bell Rd

Schwan's Ice Cream and Frozen...

park view

**MILL AND OVERLAY
N. CROOKED ROAD**



**MILL AND OVERLAY
MILL STREET**



NW Bluff Dr

NW Crooked Rd

West St

Summers St

W 3rd St

Mill St

Mill St

W 1st St

Mill St

Main St

English Landing Dr

English Landing Dr

Cafe Des Amis

Northland Exposure Artists' Ga...

Parkville Artisan's Studio

Armed Forces Bank NA

Frank's Italian Restaurant

Parkville Coffeehouse

Stone Canyon Pizza Company

Cafe Italia



**MILL AND OVERLAY
NW BRINK MYERS ROAD**

**MICROSURFACING
MAIN STREET**



**MICROSURFACING
WATERS EDGE**

NW 71st St

Birkdale Dr

Birkdale Dr

The National Golf Club

Nat'l Golf Club of Kansas City



BILL NO. C/A 444

ORD. NO. C/A 444

AN ORDINANCE AUTHORIZING THE CITY TO ACCEPT DOCUMENTS CONVEYING WATERS EDGE DRIVE AND PUBLIC RIGHT-OF-WAY, AN ESCROW AGREEMENT FOR REPAIR FUNDS, AND AN AGREEMENT FOR PRIVATE IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY AND RELATED LIABILITY WAIVER.

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

Section 1. The Mayor is hereby authorized and directed to sign an escrow agreement between the National developers and the City of Parkville, Missouri, regarding payment by the National of \$19,633 for repairs to be incorporated into the City's annual street maintenance to improve Waters Edge Drive, said agreement is attached hereto and incorporated herein by reference.

Section 2. The Mayor is hereby authorized and directed to sign an agreement between the National developers and the City of Parkville, Missouri, regarding private improvements in the public right-of-way for Waters Edge Drive.

Section 3. The City of Parkville shall be provided final plans, legal descriptions, and executed right-of-way documents for recording at the Platte County Recorder of Deeds.

Section 4. The City of Parkville shall be provided an executed liability waiver for gates and associated facilities within the right-of-way.

Section 5. This ordinance is effective upon execution of the escrow agreement to fund the repairs, execution of an agreement for maintenance of private improvements in the public right-of-way including a related liability waiver for the existing gate facilities.

PASSED and APPROVED this 4th day of June 2013.

Mayor James C. Brooks

ATTESTED:

Assistant City Clerk Tracy Sisney

ESCROW AGREEMENT

This ESCROW AGREEMENT (the "Agreement") is made and entered into this 4th day of June 2013 by and between the City of Parkville, Missouri, a Missouri municipal corporation (hereinafter the "City"), and RP Golf, LLC (hereinafter the "Developer"), and Bank Liberty (hereinafter the "Escrow Holder") a Missouri Banking Corporation.

RECITALS

WHEREAS, the Developer has submitted plans to dedicate the currently private improvements and right-of-way for Waters Edge Street to become a public street, and whereas the City has identified necessary maintenance and repairs that need to be made prior to acceptance as a publicly maintained street and an estimated cost for such repairs as shown on Exhibit A (the "Improvements") on certain real property described in Exhibit B (the "Property"), attached hereto and incorporated herein by reference; and

WHEREAS, the Developer is required to escrow funds for completion of these necessary repairs and deferred maintenance such as curb repair, slurry seal, asphalt patching, and crack sealing prior to acceptance of the street by the City; and

WHEREAS, pursuant to Section 505.080 of the Municipal Code of the City of Parkville, Missouri, prior to the City proceeding with making these repairs, the Developer must deposit with an escrow holder ("Escrow Holder") a cash amount, certified check, or irrevocable bank letter of credit with the City of Parkville as beneficiary, endorsed to the Escrow Holder; and

WHEREAS, the City and the Developer have mutually agreed upon a person or entity to act as the Escrow Holder in connection with this Agreement.

WHEREAS, pursuant to Section 505.080 of the Municipal Code of the City of Parkville, Missouri, the escrow amount shall be an amount, estimated by the Public Works Director, equal to the estimated cost for completing, as described in Exhibit A based on an estimate by the Public Works Director; and

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, the Developer and the Escrow Holder do hereby covenant and agree as follows:

TERMS AND CONDITIONS

1. **Improvements.** The City shall construct and install, at the Developer's sole cost and expense the Improvements identified in the cost estimate (Exhibit A), attached hereto and incorporated herein by reference. The Improvements shall be installed, constructed and completed in accordance with the City Public Works standards and pursuant to all applicable state and federal laws, and City ordinances.

2. **Escrow Sum.** To secure the satisfactory completion of the street maintenance and repairs and the other obligations under this Agreement, the Developer shall deposit with the Escrow Holder cash or a certified check or irrevocable letter of credit in the amount of nineteen thousand six-hundred and thirty-three dollars (\$19,633.00) ("Escrow Sum").

3. **Escrow Account.** The Escrow Sum will be held in escrow by the Escrow Holder in a special escrow account. The City or the Developer may, from time to time, request written verification of the amount in this account from the Escrow Holder. The Escrow Holder will provide said verification of said request. The escrow account may also be audited during the term of this Agreement at the discretion of the City.

4. **Additional Sums.** If the Escrow Sum herein provided is determined by the Public Works Director to be insufficient to complete the repairs as outlined in Exhibit A, the Developer will deposit with the Escrow Holder an additional sum in cash or certified check in an amount determined by the Public Works Director to be sufficient to complete the Improvements. The additional sum shall be subject to the terms of this Agreement and this Agreement shall be deemed amended to include said additional sum. Should surplus funds remain in the account after the Improvements are completed and paid for, the Developer shall receive any excess funds.

5. **Time to Complete Improvements.** The City anticipates completing the Improvements in the spring of 2014. However, unless otherwise previously approved by all parties to this agreement, the City shall complete all of the repairs by 31st day of July, 2015.

6. **Completion of Improvements.** Upon completion of the Improvements, the City shall notify the Developer that the repairs were completed.

7. **Reduction of Escrow Sum.** Within thirty (30) days of receipt of an invoice for all or any portion of the Improvements, the Escrow Holder shall release funds to the City in the amount of said invoice. If Improvements are not completed per Section 5 above, any remaining Escrow Sum shall be released to the Developer.

8. **Indemnification.** The Developer expressly agrees to indemnify and hold the City, its officers, employees, agents and assigns harmless from and against all claims, costs and liabilities of every kind and nature, for injury or damage received or sustained, either directly or indirectly, by any person or entity in connection with, or on

account of the performance or non-performance of work on the Property or otherwise relating to the street maintenance and repairs. The Developer further agrees to aid and defend the City in the event that the City is named as a defendant in an action concerning the performance or nonperformance of work pursuant to this Agreement.

9. **No Waiver.** No waiver of any provision of this Agreement by the City will be deemed to constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by the City, the Developer and the Escrow Holder; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any Improvements.

10. **Attorney's Fees.** The City shall be entitled to payment by the Developer of costs, including reasonable attorney's fees and expert witness fees, incurred in the enforcement of this Agreement whether that enforcement is in the form of a legal action or otherwise.

11. **Third Party Rights.** This Agreement is not executed for the benefit of material, men, laborers, or others providing work, services or materials to the Developer and/or the Property or for the benefit of the owners, purchasers or users of the Property. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

12. **Severability.** If any part, term or provision of this Agreement is held by a court or courts of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term or provision and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.

13. **Principal and Agent.** Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between the City and the Developer.

14. **Immunity.** Nothing contained in this Agreement constitutes a waiver of the City's sovereign or other immunity under any applicable law.

15. **Governing Law.** This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Missouri. Any litigation concerning this Agreement shall be conducted in the courts located in Platte County, Missouri, and the parties hereto agree to the venue and personal jurisdiction of these courts.

16. **Assignment.** This Agreement shall inure to the benefit of and be binding upon the successors in interest and/or the legal representatives of the respective parties hereto. This Agreement shall not be assigned or transferred by the Developer without the written consent of the City being first had and obtained.

17. **Notice.** Any notice or demand made pursuant to this Agreement shall be given by certified mail, return receipt requested, and addressed as shown below:

Developer:

RP Golf, LLC
PO Box 14146
Parkville, MO 64152
Attention: Dale Bronk

Escrow Holder:

Pam LIBERT
4309 NW 9 HIGHWAY
PARKVILLE, MO 64152
Attention: EDIE HAYS

City of Parkville, Missouri:

The City of Parkville
8880 Clark Avenue
Parkville, MO 64152
Attention: City Administrator

Any such notice or demand shall be deemed to have been given or made at the time it is received in the United States Mail by the addressee. The City, the Developer or the Escrow Holder may by written notice to the other parties designate any other address for this purpose.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals as of the day and year first above written.



CITY: CITY OF PARKVILLE, MISSOURI

Mayor

DEVELOPER:

CO-MANAGER

Developer

ESCROW HOLDER:

Escrow Holder

Ken Horvath

CHIEF DEPOSIT OFFICER

NOTARY STATEMENT FOR DEVELOPER

State of Missouri

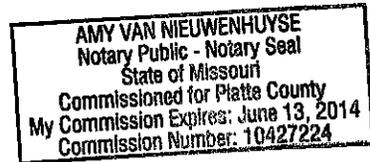
of Platte

On this 3 day of Dec in the year 2013, before me, the undersigned notary public, personally appeared Dale W. Brou, known to me to the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Amy Van

Print Name Amy Van Nieuwenhuyse



My Commission Expires 6/13/14

NOTARY STATEMENT FOR ESCROW HOLDER

State of Missouri

of

On this 6th day of Dec in the year 2013, before me, the undersigned notary public, personally appeared Ken Honeck, known to me to the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Sara E Haynes

Print Name Sara E. Haynes

My Commission Expires August 12, 2016

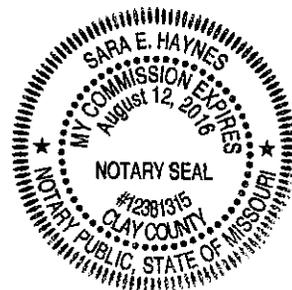


EXHIBIT A

(Improvements Plan and Estimate)

ENGINEERS COST ESTIMATE
BIRKDALE/WATERS EDGE STREET PRIVATE TO PUBLIC TRANSFER
NEEDED STREET REPAIR/MAINTENANCE COSTS
CITY OF PARKVILLE

2/7/2013

BY: Kirk Rome P.E.

Item	Amount	Units	Unit Cost*	Total Cost
Mobilization	1	LS	\$0.00	\$0.00
CG-1 Curb Repair (remove and replace)	220	LF	\$29.50	\$6,490.00
Slurry Seal	3600	SY	\$2.63	\$9,468.00
Crack Sealing (City Crew)	4500	LF	\$0.50	\$2,250.00
Asphalt Patch (City Crew)	3	TONS	\$475.00	\$1,425.00
TOTAL				\$19,633.00

Notes:

1. The unit costs for the slurry seal and curb repair are based on the 2012 rates paid by the City, these amounts will need to be updated once the 2013 bids are received, and may be higher or lower.
2. The unit costs for the crack seal and asphalt patching are based on estimated times and materials for the City Street crew to perform the work.
3. No cost has been included for project oversight/inspection/construction management, as this work will be minimal if the above repairs are included within other City contracts for the same type of work.
4. This estimate does not form any sort of agreement or commitment on the part of the City.
5. The estimate was created based on the assumption that the existing pavement is full thickness.
6. Additional agreement details remain to be worked out relative to the access gate.
7. It is anticipated that a formal agreement will be needed prior to beginning this work including establishment of public road right-of-way if necessary.



EXHIBIT B

(Legal description of Property)

PROPERTY DESCRIPTION

CONTAINING 72,757 SQUARE FEET OR 1.67 ACRES

ALL THAT PART OF THE AMENDED PLAT OF THE NATIONAL - SECOND PLAT, A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 51 NORTH, RANGE 34 WEST, PARKVILLE, PLATTE COUNTY, MISSOURI BEING THAT PART PLATTED AS WATERS EDGE, A PRIVATE STREET AND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHERLY MOST CORNER OF LOT 1, SAID AMENDED PLAT OF THE NATIONAL SECOND PLAT; THE FOLLOWING COURSES ARE ALONG THE OUTER RIGHT OF WAY LIMITS OF SAID PRIVATE STREET: THENCE NORTHERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF N34°54'52"W, A RADIUS OF 125.00 FEET, AN ARC DISTANCE OF 118.17 FEET; THENCE N01°26'07"E, A DISTANCE OF 166.66 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 125.00 FEET, AN ARC DISTANCE OF 195.13 FEET; THENCE S89°07'31"E, A DISTANCE OF 194.96 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 115.00 FEET, AN ARC DISTANCE OF 191.03 FEET; THENCE S06°03'04"W, A DISTANCE OF 32.71 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 120.00 FEET, AN ARC DISTANCE OF 85.41 FEET; THENCE S46°49'59"W, A DISTANCE OF 262.14 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT BEING TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 300.00 FEET, AN ARC DISTANCE OF 133.87 FEET; THENCE S21°15'58"W, A DISTANCE OF 22.51 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT BEING TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 23.00 FEET, AN ARC DISTANCE OF 12.53 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED CURVE, HAVING A RADIUS OF 61.00 FEET, AN ARC DISTANCE OF 33.23 FEET; THENCE S21°15'58"W, A DISTANCE OF 15.04 FEET TO A POINT ON THE NORTHERLY LINE OF BIRKDALE, A PUBLICLY DEDICATED STREET, SAID POINT ALSO BEING THE SOUTHEASTERLY MOST CORNER OF SAID PRIVATE STREET AND HEREIN AFTER REFERRED TO AS POINT "A"; THENCE N68°44'02"W, ALONG SAID NORTHERLY LINE, A DISTANCE OF 74.32 FEET; THENCE N21°15'58"E, A DISTANCE OF 15.04 FEET; THENCE NORTHERLY ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 61.00 FEET, AN ARC DISTANCE OF 33.23 FEET; THENCE NORTHERLY ALONG A CURVE TO THE LEFT BEING TANGENT TO THE LAST DESCRIBED CURVE, HAVING A RADIUS OF 23.00 FEET, AN ARC DISTANCE OF 12.53 FEET; THENCE N21°15'58"E, A DISTANCE OF 22.51 FEET; THENCE NORTHERLY ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 350.00 FEET, AN ARC DISTANCE OF 50.95 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT BEING TANGENT TO THE LAST DESCRIBED CURVE, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 35.93; THENCE OF N52°43'51"W, A DISTANCE OF 65.07 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 125.00 FEET, AN ARC DISTANCE OF 38.87 FEET TO THE POINT OF BEGINNING.

EXCEPT:

ALL OF LOTS 2, 3, 4, 5, 6, AND TRACT E, THE AMENDED PLAT OF THE NATIONAL - SECOND PLAT, A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 51 NORTH, RANGE 34 WEST, PARKVILLE, PLATTE COUNTY, MISSOURI BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THE FOLLOWING COURSES ARE ALONG THE INNER RIGHT OF WAY LIMITS OF SAID PRIVATE STREET; THENCE N01°26'07"E, A DISTANCE OF 145.93 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 117.08 FEET; THENCE S89°07'31"E, A DISTANCE OF 194.96 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 65.00 FEET, AN ARC DISTANCE OF 107.97 FEET; THENCE S06°03'04"W, A DISTANCE OF 32.71 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST

DESCRIBED COURSE, HAVING A RADIUS OF 70.00 FEET, AN ARC DISTANCE OF 49.82 FEET; THENCE S46°49'59"W, A DISTANCE OF 262.14 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT BEING TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 350.00 FEET, AN ARC DISTANCE OF 11.61 FEET; THENCE WESTERLY ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED CURVE, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 35.93 FEET; THENCE N52°43'51"W, A DISTANCE OF 65.07 FEET; THENCE NORTHERLY ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 70.90 FEET; THENCE N01°26'07"E, A DISTANCE OF 20.73 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT:

ALL OF TRACT D, THE AMENDED PLAT OF THE NATIONAL - SECOND PLAT, A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 51 NORTH, RANGE 34 WEST, PARKVILLE, PLATTE COUNTY, MISSOURI BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEASTERLY MOST CORNER OF SAID PRIVATE STREET, SAID POINT ALSO BEING THE AFOREMENTIONED POINT "A"; THENCE N68°44'02"W, A DISTANCE OF 37.16 FEET TO A POINT WHERE THE SOUTHERN EDGE OF SAID TRACT D MEETS THE SOUTHERN EDGE OF SAID PRIVATE STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 5.83 FEET, AN ARC DISTANCE OF 9.16 FEET; THENCE N21°15'58"E, A DISTANCE OF 9.19 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 29.83 FEET, AN ARC DISTANCE OF 9.93 FEET; THENCE N40°20'08"E, A DISTANCE OF 3.17 FEET; THENCE EASTERLY ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 2.83 FEET, AN ARC DISTANCE OF 3.50 FEET; THENCE S68°44'02"E, A DISTANCE OF 0.97 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 2.83 FEET, AN ARC DISTANCE OF 3.50 FEET; THENCE S02°11'48"W, A DISTANCE OF 3.17 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 29.83 FEET, AN ARC DISTANCE OF 9.93 FEET; THENCE S21°15'58"W, A DISTANCE OF 9.19 FEET; THENCE SOUTHWESTERLY ALONG CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 5.83 FEET, AN ARC DISTANCE OF 9.16 FEET TO THE POINT OF BEGINNING.

Special Warranty Deed
November 26, 2013

Grantor:

RP GOLF, L.L.C.

Grantor Address:

P.O. Box 14146
Parkville, Missouri 64152

Grantee:

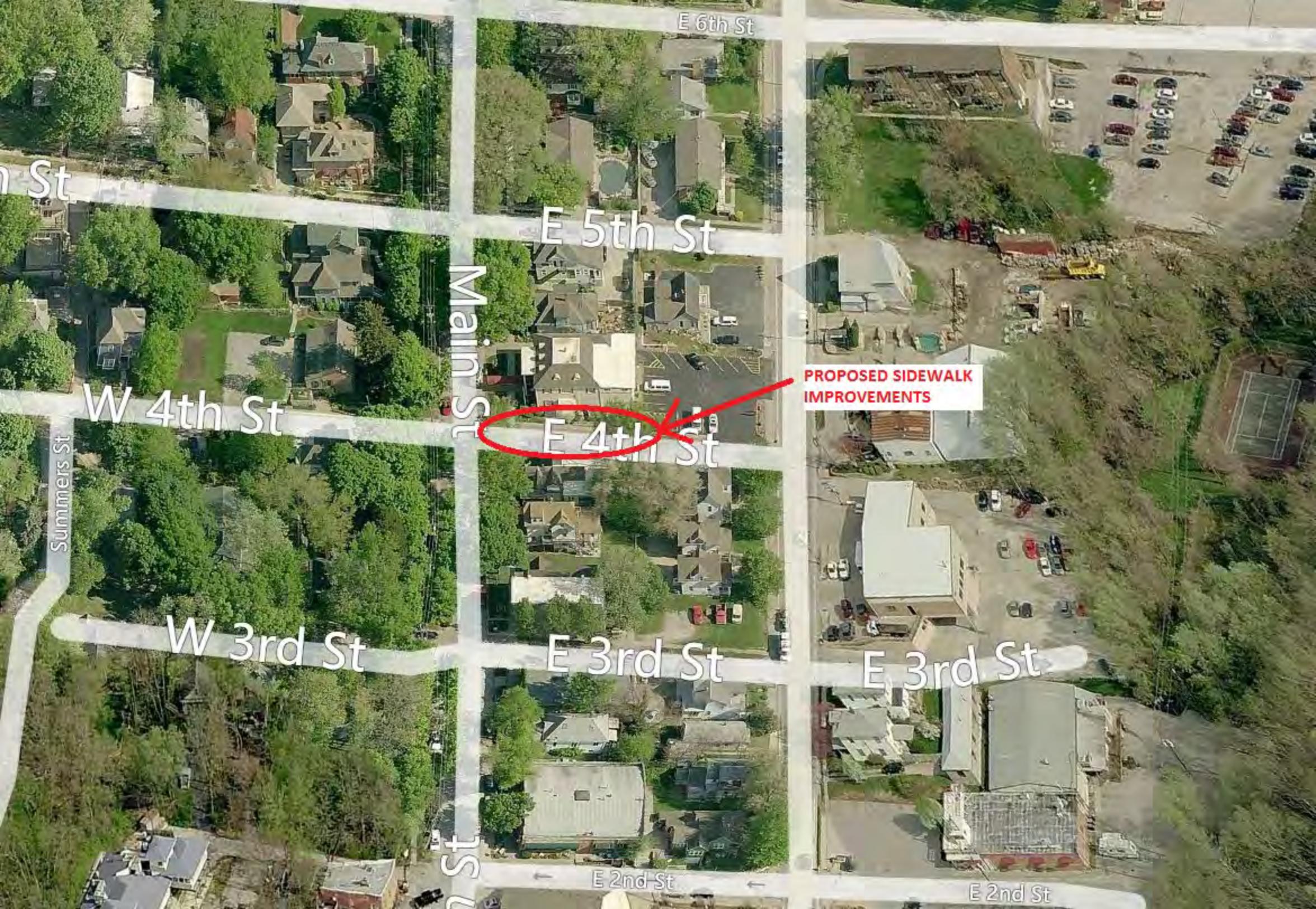
CITY OF PARKVILLE, MISSOURI, A MISSOURI MUNICIPAL CORPORATION

Grantee Address:

8880 Clark Ave.
Parkville, MO 64152

Legal Description:

More fully described as "Exhibit A" attached hereto and incorporated herein.



PROPOSED SIDEWALK IMPROVEMENTS

E 4th St

Main St

W 4th St

W 3rd St

E 3rd St

E 3rd St

E 2nd St

E 2nd St

E 6th St

E 5th St

Summers St

n St

st

AN ORDINANCE APPROVING AND ADOPTING THE OPERATING BUDGET FOR THE PERIOD FROM JANUARY 1 THROUGH DECEMBER 31, 2016, AND THE CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2016 THROUGH 2021, FOR THE CITY OF PARKVILLE, MISSOURI

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

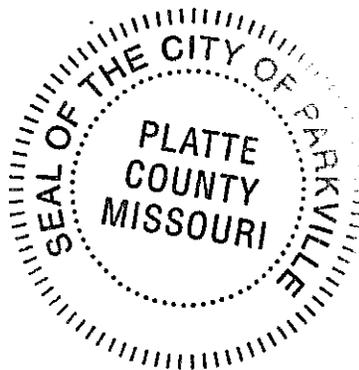
Section 1. The Board of Aldermen does hereby approve and adopt the 2016 Operating Budget for the City of Parkville, said budget attached hereto and incorporated herein by reference.

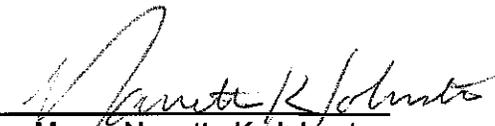
Section 2. The Board of Aldermen does hereby approve the 2016 - 2021 Capital Improvement Program (CIP), said CIP attached hereto and incorporated herein by reference.

Section 3. The Board of Aldermen directs staff to monitor expenses and revenues for the first half of the 2016 fiscal year. Any savings generated due to personnel vacancies or other known cost reductions or exceptional revenues will be redirected to increase the funding available for the 2016 mill and asphalt overlay program. This change will be accomplished by reducing budgeted monthly transfers from the Transportation Fund to the General Fund in the second half of the 2016 fiscal year.

Section 4. This ordinance shall become effective as of January 1, 2016.

PASSED and APPROVED this 15th day of December 2015.




Mayor Nanette K. Johnston

ATTESTED:


City Clerk Melissa McChesney

CITY OF PARKVILLE Policy Report

Date: March 2, 2016

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Lauren Palmer
City Administrator

ISSUE:

Approve Work Authorization No. 19 with H&H Septic Services for the cleaning and televising of downtown sewer lines associated with the Sanitary Sewer Phase 3 project.

BACKGROUND:

On August 4, 2015, the Board of Aldermen approved a contract with H&H Septic Service, Inc. for on-call sewer cleaning and repair services. The purpose of the on-call relationship is to have a service provider who can assist the City with routine and emergency services. As needs arise, the City will execute individual work authorizations with H&H Septic Service.

This work authorization for the cleaning and televising of downtown sewer lines associated with the Sanitary Sewer Phase 3 project is estimated at \$5,790. The work authorization includes the labor and materials necessary to clean and televise the old sanitary sewers in the downtown area, focusing on the sewer lines west of Main Street from 2nd to 10th Streets. The City attempted to televise these lines previously with the CCTV program, but had difficulty with access to upstream manholes. The average pipe diameter in these areas is about 6-inches. H&H Septic has the proper equipment necessary to perform the work, which includes a mini-camera, as well as the jetter truck.

The on-call contract with H&H Septic Services includes a standard cost of services and equipment for routine and emergency sewer cleaning and repairs. The cost for this project is based on the unit prices included in the on-call contract. Additional work may be necessary to complete the project, so staff recommends setting the expenditure limit at \$6,000 to provide some flexibility, while working within the project budget.

BUDGET IMPACT:

The 2016 Capital Improvements Program (CIP) includes \$230,000 for the Sanitary Sewer Phase 3 repairs. The 2017 CIP includes \$60,000 for the Phase 3 repairs. The total project budget includes \$290,000. The cost associated with televising the sewer lines was included in the cost estimate for the Sanitary Sewer Phase 3 project.

ALTERNATIVES:

1. Approve the work authorization with H&H Septic Service in an amount not to exceed \$6,000.
2. Do not approve the work authorization.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approval of the work authorization with H&H Septic Service for the cleaning and televising of downtown sewer lines associated with the Sanitary Sewer Phase 3 project in an amount not to exceed \$6,000.

ITEM 3D

For 03-07-16

Board of Aldermen - Finance Committee Meeting

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 Work Authorization No. 19 with H&H Septic Service for the cleaning and televising of downtown sewer lines associated with the Sanitary Sewer Phase 3 project in an amount not to exceed \$6,000.00.

ATTACHMENTS:

1. Work Authorization
2. Detailed Cost Summary



Work Authorization #19 (OC)

Date: March 7, 2016
Issued to: H & H Septic Service Inc.
30 Village Circle Drive
Platte City, MO 64079

Project/Work Description

Title: Downtown sewer lines cleaning & camera work.
Scope of Work/Purpose: Labor and materials to hydrojet and perform mini-cam investigation of old sewers in downtown area, focusing on lines west of Main Street from Second St. to Tenth Street. This is time-consuming process as access to these old lines is very difficult. Rates for jetter truck, camera work, and labor as identified in On-Call Services Agreement dated 8/4/15. This work is part of the 2016 CIP Project: Sanitary Sewer Repairs Phase 3.

Schedule and Price

Project Start Date: April 1, 2016
Estimated Completion Date: May 15, 2016
Latest Acceptable Date: June 1, 2016
Estimated Cost: \$5,790.00
Expenditure Limit: \$6,000.00 (budget in CIP project plan).
Budget Account Code: 30-501.06-42-00

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: H & H Septic Service Inc. **Date:** _____

Authorization

Department Head: _____ **Date:** _____
City Administrator (if over \$1,000): _____ **Date:** _____
Mayor (if over \$2,500): _____ **Date:** _____

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

SCOPE FOR H&H SEPTIC

	Unit	Price	Extension:
Camera Work First Hour:	6	\$ 200.00	\$ 1,200.00
Additional man to assist	12	\$ 60.00	\$ 720.00
Camera Work Additional Hours:	20	\$ 50.00	\$ 1,000.00
Jetter Truck w/ Operator, First Hour:	4	\$ 575.00	\$ 2,300.00
Jetter Truck w/ Operator, Additional Hours:	6	\$ 95.00	\$ 570.00
			<hr/> <hr/>
			\$ 5,790.00

CITY OF PARKVILLE Policy Report

Date: March 1, 2016

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Lauren Palmer
City Administrator

ISSUE:

Approve Change Order No. 3 with Insituform Technologies for the cured-in-place pipe (CIPP) lining work for the Sanitary Sewer Phase 3 repairs.

BACKGROUND:

Since 2007, the City has accumulated data from the closed-circuit television (CCTV) evaluation of sanitary sewer lines. This data was reviewed by the city's contract engineer, Jay Norco with North Hills Engineering (NHE). The deteriorated areas were prioritized based on the severity of the issues in the existing system determined by data review, field investigation, mapping, and smoke testing performed by NHE and Alliance Water Resources (AWR). Based on this evaluation, NHE prepared a bid request for the Sanitary Sewer Phase 2 repairs in June 2015. The City received responses from only two contractors for the specialized construction.

On July 7, 2015, the Board of Aldermen approved a contract with Insituform (Attachment 1) for the cured-in-place pipe (CIPP) lining to repair badly collapsed pipe systems. There were three areas included in the Sanitary Sewer Phase 2 repairs. The 2015 bid request included unit prices based on the pipe sizes, as well as the total cost to complete the project. Previously Insituform performed the 2009 Sewer Repairs Phase 1 project.

There are a few contractors that offer the cured-in-place pipe lining method, which is a specialized construction method. The prices that the City received in 2015 are comparable to the 2009 unit prices. NHE prepared a price comparison of the cured-in-place pipe for other communities, which is included in Attachment 2. Many of the prices are comparable to the 2015 pricing. The majority of the work completed in Parkville will be 8" pipe, which is low in comparison to other communities.

Insituform agreed to honor the 2015 pricing for the Phase 2 repairs for the work on the 2016 Sanitary Sewer Phase 3 repairs. The proposed project areas are shown in Attachment 3. The Phase 3 program will include two types of repairs: (1) cured-in-place pipe method; and (2) manhole repairs. The portion that includes the manhole repairs will be competitively bid separately since there are more contractors with the ability to do that type of work.

BUDGET IMPACT:

The 2016 Capital Improvements Program (CIP) includes \$230,000 for the Sanitary Sewer Phase 3 repairs. The 2017 CIP includes \$60,000 for the Phase 3 repairs. The total project budget includes \$290,000. The proposed change order is in the amount of \$117,166. Attachment 5 includes details associated with the cost estimate.

On January 19, 2016, the Board of Aldermen approved a work authorization for North Hills Engineering (NHE) for the design and project management associated with the Sanitary Sewer Phase 3 project. The fee for the work authorization was \$30,975.00.

ITEM 3E

For 03-07-16

Board of Aldermen - Finance Committee Meeting

A previous item to this Finance agenda was a work authorization for H&H Septic to clean and televise sewer lines in downtown, at a cost not to exceed \$6,000. The proposed project costs for H&H, NHE, and Insituform total \$154,141, which is within the \$230,000 budget for 2016. The remaining balance of \$75,859 will be used for the manhole repairs.

ALTERNATIVES:

1. Approve the change order with Insituform Technologies for the CIPP work for the Sanitary Sewer Phase 3 repairs.
2. Authorize staff to release a bid request for the Sanitary Sewer Phase 3 repairs.
3. Do not approve the change order.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approval of the change order with Insituform Technologies for the CIPP work for the Sanitary Sewer Phase 3 repairs.

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 recommend the Board of Aldermen approve Change Order No. 3 with Insituform Technologies for the Sanitary Sewer Phase 3 cured-in-place pipe lining repairs in the amount of \$117,166.

ATTACHMENTS:

1. Insituform Original Contract from 2015
2. Pricing Comparisons
3. Project Maps
4. Change Order #3
5. Change Order Detailed Summary

CITY OF PARKVILLE, MO

**AGREEMENT BETWEEN CITY OF PARKVILLE
AND CONTRACTOR
FOR**

PUBLIC IMPROVEMENT OF: Sanitary Sewer Repairs Phase 2

This agreement is made and entered into this 7th day of July, 2015, by and between the City of Parkville, Missouri, (hereinafter the "City") and Insituform Technologies USA, LLC (hereinafter the "Contractor").

WITNESSETH:

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

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

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

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

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

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

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

ARTICLE II. The City shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of **Two Hundred Eighty-Four Thousand, Six Hundred Seventeen and 50/100 DOLLARS (\$284,617.50)** (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

ARTICLE III. The Contractor shall commence work upon the date stated in the Notice to Proceed and will be Substantially Complete with all work by March 1, 2016, and Finally Complete with all work by March 15, 2016. Time is of the essence. Accordingly, liquidated damages shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in the amount of **\$200.00** for each and every calendar day the work remains incomplete past the date of Substantial Completion.

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

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

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

Contractor's Bid Form and Schedule of Unit Prices	
Exhibit A	General Conditions of the Contract
Exhibit A-1	Special Conditions of the Contract
Exhibit B-1	Form of Performance Bond
Exhibit B-2	Form of Payment Bond
Exhibit C	Engineered Plans generally titled: Sanitary Sewer Repairs Phase 2, consisting of 11 sheets.
Exhibit D	Specifications
Exhibit F	Sales tax exemption documentation forms
Exhibit G	Contractor's Affidavit of Compliance with Non-Discrimination and Equal Employment Opportunity Laws
Exhibit H	Affidavit of Compliance with Safety Training Requirements (§292.675 R.S. Mo.)
Exhibit I	Affidavit of Compliance with R.S. Mo §285.530.6
Exhibit J-1	Applicable Missouri Prevailing Wage Rates (Wage Order 22)
Exhibit J-2	Prevailing Wage Rate Reporting Form
Exhibit J-3	Certification of Compliance with Prevailing Wage Requirements
Exhibit K	Insurance Requirements
Exhibit L	Form of Bill of Sale
Exhibit M	Form of Bailment Agreement
Exhibit N	Form of Conditional Partial Waiver of Lien and Release of Claims
Exhibit O	Form of Conditional Final Waiver of Lien and Release of Claims

WITNESS WHEREOF, the City of Parkville, Missouri, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed Four (4) counterparts of this contract in the prescribed form and manner, the day and year first above written.



CITY OF PARKVILLE, MISSOURI

By: Nanette K. Johnston
Nanette K. Johnston

Title: Mayor

ATTEST:

Melissa McChesney
Melissa McChesney, City Clerk

INSITUFORM TECHNOLOGIES USA, LLC

By: Whitney Schulte
Whitney Schulte

Whitney Schulte

Title: Assistant Secretary
Assistant Secretary

Assistant Secretary

(SEAL)

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

SCHEDULE OF PRICES

Item	Description	Qty.	Unit	Unit Price	Extension
1	Mobilization (limited to 4% of total Bid Price)	1	LS	\$2,500. ⁰⁰	\$2,500. ⁰⁰
2	Cured-in-Place Pipe, 24-inch dia., 13.5 mm thickness	285	LF	130. ⁰⁰	37,050. ⁰⁰
3	Cured-in-Place Pipe, 21-inch dia., 12 mm thickness	892	LF	75. ⁰⁰	66,900. ⁰⁰
4	Cured-in-Place Pipe, 15-inch dia., 9 mm thickness	1123	LF	50. ⁰⁰	56,150. ⁰⁰
5	Cured-in-Place Pipe, 12-inch dia., 9 mm thickness	363	LF	50. ⁰⁰	18,150. ⁰⁰
6	Cured-in-Place Pipe, 10-inch dia., 7.5 mm thickness	1001	LF	25. ⁵⁰	25,525. ⁵⁰
7	Cured-in-Place Pipe, 8-inch dia., 6 mm thickness	2171	LF	22. ⁰⁰	47,762. ⁰⁰
8	Open-Cut Point Repair, 8-inch, at Manhole G51	1	LS	13,380. ⁰⁰	13,380. ⁰⁰
9	Open-Cut Point Repair, 8-inch, at Manhole G55	1	LS	17,200. ⁰⁰	17,200. ⁰⁰
					\$284,617. ⁵⁰

Institutum Technologies USA, LLC

TOTAL BASE BID PRICE (IN WORDS AND FIGURES)

two hundred eighty four thousand six hundred seven and 50/100ths
 Dollars & no/cents *\$284,617.50*
 (Words) (Figures)

COMPARISON OF HISTORICAL UNIT PRICES FOR CIPP WORK:

JN 2-26-16

Contract:	Price in \$ / LF					Comments
	8" size 6.0 mm	10" size 7.5 mm	12" size 7.5 mm	12" size 9.0 mm	15" size 9.0 mm	
Independence MO (2013)	\$ 27.30	\$ 30.00	\$ 42.50	\$ 43.70	\$ 56.10	
Parkville, MO Sewer Repairs Phs. 1 (2009)	\$ 26.00	\$ 33.00	\$ 35.00	-	\$ 40.00	Insituform, easy access lines, very aggressive bid climate.
Platte Co. Sewer District CIPP Repairs (2012)	\$ 24.95	-	-	-	-	SAK Construction, easy access, avg. bid climate.
Independence MO (2015)	\$ 27.30	\$ 35.70	\$ 42.50	\$ 43.70	\$ 56.10	
Parkville, MO Sewer Repairs Phs. 2 (2015)	\$ 22.00	-		\$ 50.00	\$ 50.00	Difficult access lines on larger sizes. Avg. bid climate.

Conclusion: The 2015 Parkville pricing is in line with recent and past projects, and the 8" size (most prevalent for Parkville 2016 work) is considerably lower.

NOTES:

1. This map is provided for geographic reference and to address access provisions/requirements. Refer to Unit Price Summary sheet for description of work required.
2. For access to work, follow public roadways and Access Paths shown. Do not deviate without permission of Owner and property owner. Note that parcel lines/property lines may be shifted in view versus the aerial photography.
3. Contractor is responsible for repair of damage to existing public infrastructure, private property, and utilities.
4. Existing utilities are not shown on this map. Where excavation is required, Contractor shall utilize the Missouri One-Call System for locates,



1 inch = 100 feet

Access via 2nd St.

No vehicle access to MH B07.

Equipment can access via 9 Hwy shoulder.

Green Lines shall be lined using CIPP. Refer to Summary Table, Change Order #3.

Legend

- Existing San Sewer
- Existing San MH
- CIPP Lining - C.O.#3
- Parcels_2012

DRAWING 3-1
CITY OF PARKVILLE
SAN SEWER REPAIRS PH. 2 - CHANGE ORDER #3.
REPAIR AREA: PARK U COLLECTOR LINES

NOTES:

1. This map is provided for geographic reference and to address access provisions/requirements. Refer to Unit Price Summary sheet for description of work required.
2. For access to work, follow public roadways and Access Paths shown. Do not deviate without permission of Owner and property owner. Note that parcel lines/property lines may be shifted in view versus the aerial photography.
3. Contractor is responsible for repair of damage to existing public infrastructure, private property, and utilities.
4. Existing utilities are not shown on this map. Where excavation is required, Contractor shall utilize the Missouri One-Call System for locates,

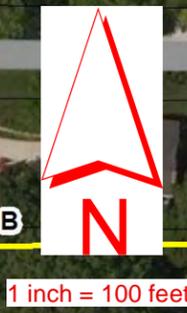
Use sewer easement for access.
Foot access only.

Green Lines shall be lined using CIPP.
Refer to Summary Table, Change Order #3.

See attached Preliminary Profile
of existing sewer line segment.

Open Cut point repair. About 18 LF.
90--108' D/S F05, including 2 taps.
Depth 6' - 7' to invert.

Open Cut point repair. About 5 LF.
At tap 41' D/S F05.
Depth 6' - 7' to invert.



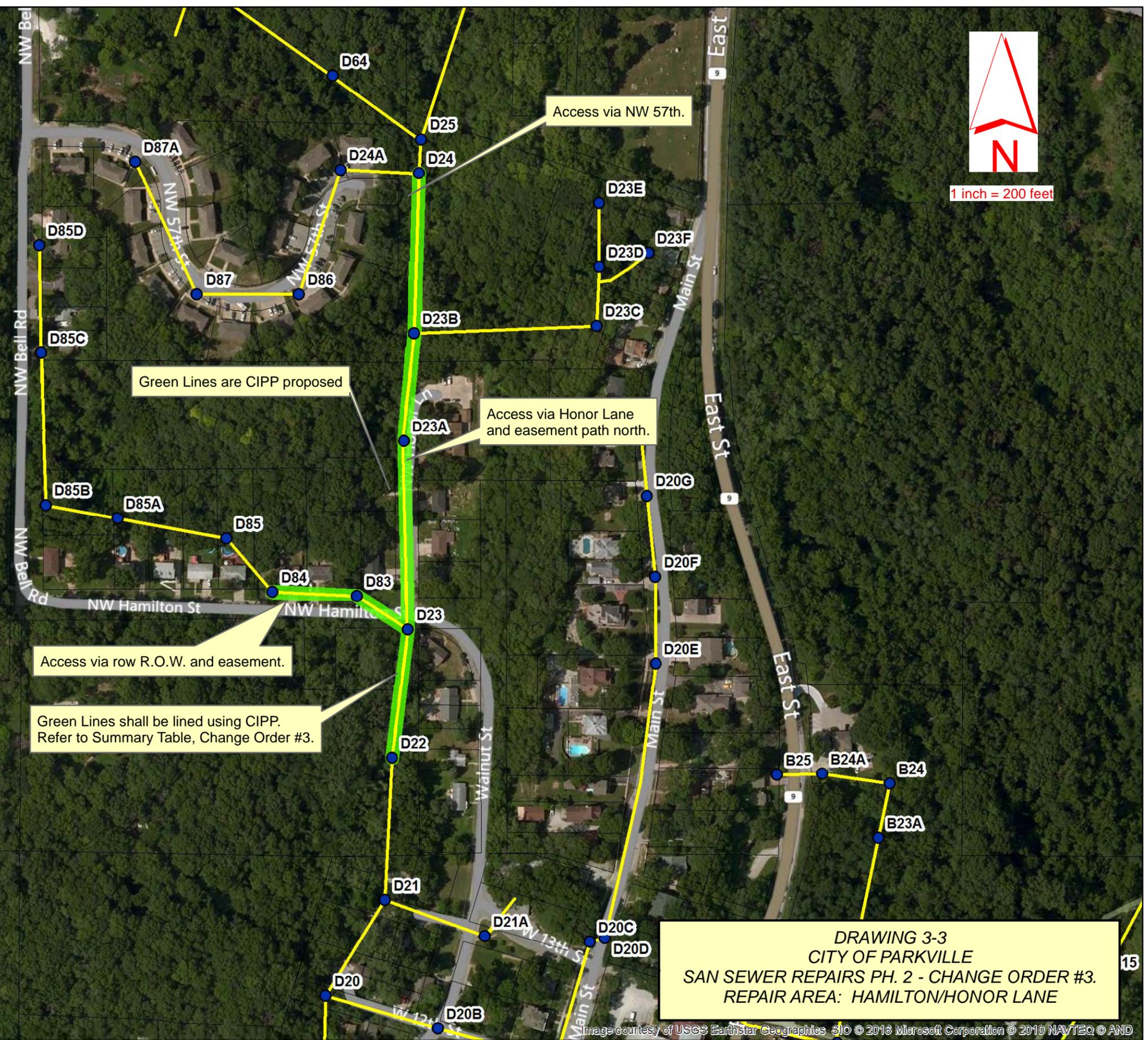
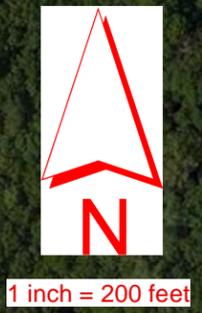
Legend

- Existing San Sewer
- sanitarymanholes
- Phase3-Lines
- Parcels_2012

DRAWING 3-2
CITY OF PARKVILLE
SAN SEWER REPAIRS PH. 2 - CHANGE ORDER #3.
REPAIR AREA: PLATTE HILLS AT WOODLAND VIEW

NOTES:

1. This map is provided for geographic reference and to address access provisions/requirements. Refer to Unit Price Summary sheet for description of work required.
2. For access to work, follow public roadways and Access Paths shown. Do not deviate without permission of Owner and property owner. Note that parcel lines/property lines may be shifted in view versus the aerial photography.
3. Contractor is responsible for repair of damage to existing public infrastructure, private property, and utilities.
4. Existing utilities are not shown on this map. Where excavation is required, Contractor shall utilize the Missouri One-Call System for locates,



Legend

- Existing San Sewer
- Existing San MH
- CIPP-Lining C.O.#3
- Parcels_2012

DRAWING 3-3
CITY OF PARKVILLE
SAN SEWER REPAIRS PH. 2 - CHANGE ORDER #3.
REPAIR AREA: HAMILTON/HONOR LANE

**SUMMARY OF WORK FOR CHANGE ORDER No. 3.
CITY OF PARKVILLE, SANITARY SEWER REPAIRS PHASE 2 PROJECT.**

J. Norco, P.E. 2/24/16

The following work (CIPP Lining, and open cut point repairs) is added to the project, as tabulated below:

REPAIR AREA: PARK U COLLECTOR LINES @ HWY 9 CROSSING (See 11x17 Drawing 3-1.)

Line Segment		Length (feet)	Pipe Matl	Dia. inch	Summary of Repairs			Comment/Alt method.
U/S MH	D/S MH				Method	Qty	Unit	
B06	B05	112	VCP	12	CIPP	112	LF	
A01	BO6	59	VCP	8	CIPP	59	LF	
B08	B07	200	VCP	12	CIPP	200	LF	

REPAIR AREA: PLATTE HILLS AT WOODLAND VIEW (See 11x17 Drawing 3-2, and "Preliminary Profile...Segment F05-F04.")

Line Segment		Length (feet)	Pipe Matl	Dia. inch	Summary of Repairs			Comment/Alt method.
U/S MH	D/S MH				Method	Qty	Unit	
F05	F04	247	TRS	8	OCPP	1	LS	Pt. Repair: tap 41' D/S F05, and 2 taps 90--108' D/S F05
F05	F04	247	TRS	8	CIPP	247	LF	
F07	F06	352	TRS	8	CIPP	352	LF	
F11	F05	223	TRS	8	CIPP	223	LF	
F06	F05	118	TRS	8	CIPP	118	LF	Trim intruding tap.

REPAIR AREA: HAMILTON / HONOR LANE TRUNK LINES. (See 11x17 Drawing 3-3.)

Line Segment		Length (feet)	Pipe Matl	Dia. inch	Summary of Repairs			Comment/Alt method.
U/S MH	D/S MH				Method	Qty	Unit	
D24	D23B	316	VCP	12	CIPP	316	LF	
D23	D22	240	VCP	15	CIPP	240	LF	
D23B	D23A	240	VCP	15	CIPP	240	LF	
D23A	D23	333	VCP	12	CIPP	333	LF	
D84	D83	125	VCP	8	CIPP	125	LF	
D83	D23	154	VCP	8	CIPP	154	LF	

UNIT PRICE SUMMARY FOR WORK ADDED:

Item	Description	Qty.	Unit	Unit Price	Extension
1a	Mobilization, for added work, C.O. #3.	1	LS	2,500.00	2,500.00
4	Cured-in-Place Pipe, 15-inch dia., 9 mm thickness	480	LF	50.00	24,000.00
5	Cured-in-Place Pipe, 12-inch dia., 9 mm thickness	961	LF	50.00	48,050.00
7	Cured-in-Place Pipe, 8-inch dia., 6 mm thickness	1278	LF	22.00	28,116.00
8b	Open Cut Point Repairs, 8-inch, Seg. F05-F04	1	LS	14,500.00	14,500.00

Total: 117,166.00

CITY OF PARKVILLE Policy Report

Date: March 2, 2016

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Lauren Palmer
City Administrator

ISSUE:

Approve a work authorization with North Hills Engineering (Jay Norco) for the design of the clarifier repairs.

BACKGROUND:

On August 5, 2014, the Board of Aldermen approved a five-year agreement with North Hills Engineering (NHE) for on-call contract engineering services. The agreement allows the City to execute individual work authorizations for supplemental engineering services for specific projects and studies.

The Wastewater Treatment plant was constructed in 1995. The two clarifiers were installed in 2005. The clarifiers are used to process the wastewater, in a multi-step process. The first step includes a bar screen to remove trash and large objects. Next the process goes through a aeration basin, which feeds oxygen into the system and mixes the sludge. Then the process goes to the clarifier, which separates the sludge from the clear water allowing the larger particles to settle tot the bottom of the basin.

The clarifier repair includes the replacement of the concrete floor in Clarifier No. 2 (west unit) at the sewer plant. The existing floor is delaminating after years of service, and the concrete surface is flaking. The proper treatment is to remove the existing floor and replace it with a new poured in place concrete floor. Staff plans to perform the same repair on the concrete floor of Clarifier No. 1 (east unit) in 2018.

This work authorization is for the engineering design, contract administration, and construction administration of the clarifier repair.

BUDGET IMPACT:

The 2016 Capital Improvements Program (CIP) includes \$45,000 for the replacement of the clarifier floor. It is anticipated that the other clarifier floor will be repaired in 2018. Of this amount, \$45,000 was estimated for the clarifier reconstruction, including \$4,950 for the engineering-related fees. This work authorization is within budget at \$4,950. Staff has reviewed the scope and hours estimated in the work authorization and determined that the overall costs are reasonable for this project.

ALTERNATIVES:

1. Approve the work authorization with North Hills Engineering in the amount of \$4,950.
2. Direct staff to negotiate changes to the work authorization.
3. Do not approve the work authorization.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approval of the work authorization with North Hills Engineering for the engineering-related work associated with the clarifier floor reconstruction.

ITEM 3F

For 03-07-16

Board of Aldermen - Finance Committee Meeting

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 Work Authorization No. 57 with North Hills Engineering (Jay Norco) for the design of the clarifier floor repair and associated work in the amount of \$4,950.

ATTACHMENTS:

1. Work Authorization
2. Photo of Existing Clarifier

WORK PLANNING / AUTHORIZATION FORM

Number: WA-57

Project / Work Description:

WWTF Clarifier Floor Replacement.

Purpose: To design and administer construction of repairs/replacement of sanitary sewer system.

This WA covers the design, document preparation, bidding, and construction administration of the clarifier floor replacement.

The clarifier floor replacement project has been programmed for 2016.

The project will replace the concrete floor in Clarifier No. 2 (west unit) at the WWTF. The existing floor is delaminating after years of service, and needs to be removed, and new floor poured in place.

Budget: \$4,950.00 for design & construction phase. \$ 45,000 is budgeted for construction.

Service Provider: North Hills Engineering, Inc.

Terms: Subject to the provisions of the August 5, 2014 Engineering Services Agreement between the City and North Hills Engineering Incorporated

Primary Tasks:

Project Management and Coordination Meetings with City Staff (2 month project.)	3
Visit the plant site to evaluate access, disturbance, easements required, etc.	6
Perform field measurements to verify key dimensions, develop plan for equipment access.	4
Write plan for tank drainage, cleaning, pumping, hoses, etc.	1
Meet with Contractors and vendors to discuss sequence of work, products, and project specifics.	4
Prepare written technical specifications for the work proposed.	8
Prepare drawings to illustrate the work required (AutoCAD).	24
Assemble and coordinate/review bidding and contract documents, using City format.	6
Use large-project City standard contract.	

Bid & Construction Phase Admin.

Set up project at local plan room, for internet distribution, also advertise on City website.	2
Meet with bidders and address questions during the advertisement period, prepare addenda.	3
Review bids, check qualifications and experience, and recommend award to City	2

Inspection:

AWR will supervise the construction phase.	
Periodic visits to observe the work.	3

Excluded:

Professional Survey Services: Survey, legal descriptions. (See budget allowance.)	66
Services of City Attorney for easement document preparation (See budget allowance.)	
Acquisition of Easements (If needed - by City Staff). NHE will obtain signed access agreements.	

Estimated Consultant Fee:

Design, Admin:	63 Hours x	\$ 75.00 / hour =	\$ 4,725.00
Inspection:	3 Hours x	\$ 75.00 / hour =	\$ 225.00
Total:			\$ 4,950.00

Budget: Sewer Budget / CIP

Schedule:

Estimated Completion Date: 9/15/2016

Project Deadlines: n/a

Submitted By:

Jay Norco, P.E. - President.

Date

Authorization:

Mayor

Date



CITY OF PARKVILLE Policy Report

Date: February 29, 2016

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Lauren Palmer
City Administrator

ISSUE:

Approve the purchase of a new 2016 John Deere Z997R Commercial L.C. Diesel Mower from Heritage Tractor, Inc. for the Parks Division.

BACKGROUND:

The Parks Division has two mowers that are used to mow the City property around Parkville. The Parks staff mows approximately 100 acres of area around the City, which includes: English Landing Park; Platte Landing Park; Adams Park; Watkins Park; Parkville Athletic Complex (PAC) Detention Pond; South Platte Pass along Hwy 45; Train Depot property; Park property located in the southeast corner of 62nd Street and Hwy 9; and other trails around the City.

The current mower inventory for the City includes two zero-turn mowers that were purchased in 2010 with grant money received from the Platte County Outreach Grant program. The mowers are in poor condition and need to be replaced. Mower #1 has 1,460 hours and Mower #2 has 1,327 hours. Typically, the value of a mower depreciates significantly after 1,000 hours. The City has targeted a schedule of replacing one mower per year for the next two years, to spread the cost over two budget cycles.

The City released a bid request in early February for the purchase of a 2016 John Deere Z997R Commercial L.C. Diesel Mower or an equivalent alternate. Three bids were received. The bid tabulation is included in Attachment 2. There was only one bidder that provided pricing for a John Deere mower that matched the specifications provided in the bid document. That bid was from Heritage Tractor for \$15,890. The other two bidders provided bids for similar mowers, manufactured by Toro. The Toro mowers did not fit the specifications published in the bid request; but one of the two Toro mowers, the Toro Groundsmaster 7200, would be an acceptable alternative for the Parks operations due to the amount of hours the Parks crews.

The original bid request did not include a suspension seat in the specifications. Heritage provided two bids: (1) mower without the suspension seat in the amount of \$15,890; and (2) mower with the suspension seat in the amount of \$16,135. Based on feedback from the Parks staff, the suspension seat is preferred due to the excessive time that is spent on the mowers, as well as the rough terrain.

The City plans to continue to use the two original mowers, along with the new mower,. Until the second zero-turn mower is purchased in 2017, the existing mower may need to be out of service for maintenance. Having the extra mower will allow the Parks Division to continue its mowing operation without interruption. Based on recent information from Heritage, the trade-in value for the mower is approximately \$4,000. Staff proposes to postpone the surplus of the existing mower until fall 2016.

Although the previous John Deere mowers were not purchased from Heritage Tractor, the dealer currently provides excellent service to the mowers. Staff is pleased with John Deere mowers and uncertain about Toro's performance. By purchasing additional John Deere mowers, the

ITEM 3G

For 03-07-16

Board of Aldermen - Finance Committee Meeting

parts could be interchangeable with the existing mowers, allowing Parks staff to perform minor maintenance on the mowers.

BUDGET IMPACT:

The Capital Improvement Program includes \$17,500 for the purchase of one zero-turn mower in 2016 and one in 2017. Staff recommends purchasing the John Deere option from Heritage Tractor with the suspension seat, which is below budget by \$1,365.

ALTERNATIVES:

1. Approve the purchase of a new 2016 John Deere Z997R Commercial L.C. Diesel Mower with the suspension seat from Heritage Tractor (Platte City, MO) in the amount of \$16,135.
2. Approve the purchase of a new 2016 John Deere Z997R Commercial L.C. Diesel Mower without the suspension seat from Heritage Tractor in the amount of \$15,890.
3. Approve the purchase of a new 2016 Toro Groundsmaster 7200 Commercial Mower from Professional Turf Products (Lenexa, KS) in the amount of \$15,615.74.
4. Do not approve the purchase.
5. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends authorizing the purchase of a new 2016 John Deere Z997R Commercial Mower with the suspension seat from Heritage Tractor in the amount of \$16,135. Staff further recommends delaying the surplus of existing Parks mowers until fall of 2016.

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 recommend the Board of Aldermen approve the purchase of a new 2016 John Deere Z997R Commercial L.C. Diesel Mower with the suspension seat from Heritage Tractor, Inc. in the amount of \$16,135; and to postpone the surplus of one of the existing mowers until fall 2016.

ATTACHMENTS:

1. Bid Tabulation
2. Purchase Order

**BID TABULATION
PARKS MOWER**

2016 John Deere Z997 R Commercial L.C. Diesel Mower

BID DATE: FEBRUARY 17, 2016, 10:00 A.M.

VENDOR	PRODUCT	TOTAL
Coleman Equipment Lenexa, Kansas	Model 74274 Toro 7000 Series	\$12,987.80
Professional Turf Products Lenexa, Kansas	Toro Groundsmaster 7200 Commercial Mower	\$15,615.74
Heritage Tractor, Inc. * Platte City, MO	John Deere Z997R Commercial Mower	\$15,890.00

*Denotes recommended vendor

PURCHASE ORDER
(non-construction)

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

Date: March 15, 2016

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

VENDOR Heritage Tractor
601 Main Street
Platte County, MO 64079
(816) 858-4440 (816) 858-4343
Phone: Fax:

SHIP TO: Parks Department Office, English Landing Park, 8570 McAfee, Parkville, MO 64152

INVOICE TO: City of Parkville, 8880 Clark Avenue, Parkville, MO 64152

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

Vendor agrees to furnish following goods in accordance with the terms and provisions of this Purchase Order Agreement consisting of 6 pages including attachments. Purchaser agrees to pay the total sum of Sixteen Thousand One Hundred Thirty-Five Dollars (\$16,135.00) 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 thirty days after delivery of goods and receipt of invoice. This purchase order is only valid through 30 days.

ITEMS:

John Deere Z997R Commercial L.C. Diesel Max-Frame Z-Trak with 72 inch side discharge, 7-iron PRO deck w/ Comfort Adjust Suspension Seat with Armrests

See Attachment "A" – Terms and Conditions
See Attachment "B" – Insurance Requirements

SCHEDULE OF DELIVERY:

F.O.B. Parks Department office at English Landing Park, Parkville, MO

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")

("Vendor")

By: _____

By:  _____

Title: _____

Title: sales _____

Date: _____

Date: 02-29-16 _____

CITY OF PARKVILLE Policy Report

Date: February 29, 2016

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Lauren Palmer
City Administrator

ISSUE:

Approve a small construction services agreement with American Sweeping for the 2016 Street Sweeping Program.

BACKGROUND:

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

The City released a bid request for the 2016 Street Sweeping program and received responses from two companies, Delta Sweeping and American Sweeping.

<u>Company</u>	<u>Charge Per Hour</u>	<u>Total Hours Needed</u>
Delta Sweeping, Inc.	\$135.00	Not to exceed 60 hours
American Sweeping, Inc.	\$120.00	Not to exceed 60 hours

The contract will be limited to an hourly rate, not to exceed 60 hours. American Sweeping provided the low bid at \$120.00 per hour. American Sweeping provided street sweeping services in 2015, staff was satisfied with their performance. With last year's contract, staff limited the hours to complete sweeping the entire street system to 60 hours. In 2015, budget only allowed for street sweeping in the spring. Street sweeping will occur in both the fall and spring this year.

BUDGET IMPACT:

The Transportation Fund includes \$15,000 for street sweeping for City streets and public parking lots. American Sweeping will be compensated for the hours spent with a contract not to exceed 60 hours, which would be \$7,200 per season. The total contract would be a maximum of \$14,400, which is within the street sweeping budget.

ALTERNATIVES:

1. Approve the contract with American Sweeping in an amount not to exceed \$14,400.
2. Approve the contract with American Sweeping in an amount not to exceed \$7,200 and authorize one-time sweeping in the spring.
3. Do not approve the contract.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approval of the small construction services agreement with American Sweeping for the 2015 Street Sweeping Program, in an amount not to exceed \$14,400.

ITEM 3H

For 03-07-16

Board of Aldermen - Finance Committee Meeting

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 recommend the Board of Aldermen approve the small construction services agreement with American Sweeping for the 2016 Street Sweeping Program in an amount not to exceed \$14,400.

ATTACHMENTS:

1. Bid Tabulation
2. Proposed Agreement

**BID TABULATION
STREET SWEEPING**

BID DATE: FEBRUARY 24, 2016, 10:00 A.M.

BIDDER	UNIT PRICE	TOTAL
Delta Sweeping Kansas City, MO	\$135.00 Per Hour	\$16,200.00
American Sweeping * Kansas City, MO	\$120.00 Per Hour	\$14,400.00

*Denotes recommended vendor

SMALL CONSTRUCTION SERVICES AGREEMENT MAINTENANCE OR REPAIR PROJECT

THIS SERVICE AGREEMENT, entered into on this 15th day of March 2016, by and between the CITY OF PARKVILLE, MISSOURI ("City") and American Sweeping, 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 any all subcontractors with contract values of \$5,000 or more, and notarized. If partial payments are authorized on **Exhibit "A"**, then Contractor shall submit partial waivers on the form attached as **Exhibit "B-1."** The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Contractor of the nature of the dispute regarding the balance.
- C. Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

III. SCHEDULE

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

IV. CHANGES

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

V. INDEMNIFICATION

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

VI. INSURANCE

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

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

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

VIII. WARRANTY

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

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

IX. OWNERSHIP OF WORK PRODUCT

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

X. RELATIONSHIP OF THE PARTIES

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

XI. NOTICES

- A. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section:
- B. Notices sent by Contractor shall be sent to:
 - City of Parkville
 - Attn: City Administrator
 - 8880 Clark Ave.
 - Parkville, MO 64152
- C. Notices sent by the City shall be sent to:
 - American Sweeping Inc.
 - Attn: Cris Cohen
 - 11604 Grandview Road
 - Kansas City, MO 64137

XII. CORRECTION OF WORK

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

XIII. TERM AND TERMINATION

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

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

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

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

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

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

XIV. RESOLUTION OF DISPUTES

- A. Should the Contractor believe that it is entitled to any relief due to errors, omissions or defects in the Plans or Specifications, or as a result of any act or omission of an independent contractor designer in connection with the Project, the City shall cooperate with the Contractor by permitting the Contractor to pursue legal action against the designer in the name of the City at Contractor's sole risk and expense as the City would otherwise have against such designer. The City shall pay to Contractor such sums as may be recovered from the designer on behalf of Contractor. Other than this duty of cooperation and remittance, the City shall have no liability or obligation to Contractor for any act, error, omission, negligence or breach of duty by a designer.
- B. City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to

resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed.

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

XV. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. Assignability. Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior

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

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

- J. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- K. Third Parties. The Services to be performed by the Contractor are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

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

CITY OF PARKVILLE, MISSOURI

By: _____
Nanette K. Johnston, Mayor

ATTEST:

Melissa McChesney, City Clerk

By: _____
Gale T. Holsman, Jr., President / CEO
American Sweeping, Inc.

Exhibit A

SCOPE OF WORK AND PRICING AGREEMENT

A. Scope of Work:

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

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

B. Compensation:

1. This is a UNIT PRICE Agreement based upon \$ 120.00 per hour, not to exceed 60 hours, without prior authorization from the City.

C. Schedule:

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



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

**CITY OF PARKVILLE
Memorandum**

Date: March 1, 2016

To: Mayor and Board of Aldermen

From: Matthew Chapman, Finance/HR Director

CC: Lauren Palmer, City Administrator

RE: Nature Sanctuary Donations

After Parkville Nature Sanctuary Director Bob Fluchel's untimely passing, the City of Parkville received donations in his memory. To date, \$620 has been donated from 9 donors. Each donor was sent a thank you note for their kind gifts. All donations received are in the Nature Sanctuary Donations Fund. It is the recommendation of staff that the funds be used toward the construction of a three seasons building in the Parkville Nature Sanctuary, subject to Board of Aldermen approval of the project. The building was part of Bob's vision for the future of the Sanctuary and a primary motivator for creating the Friends of Parkville Nature Sanctuary (FOPNS) 501(c)3 organization. The Friends of Parkville Nature Sanctuary is championing this project and working to bring forward a design concept and fundraising strategy for Board review and approval.

The individual donations are listed below.

DATE	NAME	AMOUNT
12/07/2015	Michael D. Fluchel	\$ 100.00
12/07/2015	Lauren Palmer	\$ 50.00
12/07/2015	City of Parkville	\$ 100.00
12/08/2016	Wayne & Teri Frazier	\$ 50.00
12/11/2015	Linda Deflon	\$ 100.00
12/11/2015	Sharon Coleman	\$ 20.00
12/11/2015	Staff of Discovery Center	\$ 50.00
12/11/2015	Stacey Davis & Tim Miller	\$ 100.00
12/14/2015	Charles and Sally Manush	\$ 50.00