



Finance Committee Agenda

Friday, November 4, 2016

7:30 AM

Board Conference Room, 1st Floor, City Hall

- 1. Call to Order**
- 2. Financial Updates**
- 3. Action Items**
 - A. Approve the minutes from the October 24, 2016, meeting
 - B. Approve Work Authorization No. 3 with Arbor Masters for the removal of hazardous trees in English Landing Park (Public Works)
 - C. Approve a purchase order with Hach for the three Dissolved Oxygen probes for the Wastewater Treatment Facility (Public Works)
 - D. Approve a professional services agreement with RL Buford & Associates for the survey services for the Riverchase Sewer Replacement Project (Public Works)
 - E. Approve a property damage claim at 4906 Riverchase Lane (Public Works)
 - F. Approve Change Order No. 3 with Foley Company for the repairs to the Pinecrest Pump Station (Public Works)
- 4. Non-Action Items**
- 5. Unfinished Business (postponed from prior meetings)**
- 6. Other Business**
- 7. Adjourn**



Finance Committee Meeting
October 24, 2016
Executive Chambers – Board Room

Minutes

1. CALL TO ORDER

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

- **Members Present:** Chair Marc Sportsman, Vice Chair Dave Rittman, Nan Johnston, Diane Driver (*arrived at 8:04 a.m.*) and Robert Lock
- **City Staff Present:** City Administrator Lauren Palmer, Interim City Administrator Kirk Davis, Community Development Director Stephen Lachky, Finance/Human Resources Director Matthew Chapman, Police Chief Kevin L. Chrisman, Assistant to the City Administrator Tim Blakeslee and City Clerk Melissa McChesney
- **Others Present:** Scott Hefner, Bukaty Company; Tom Kaleko, Springsted, Inc.

2. FINANCIAL UPDATES

3. CONSENT ITEMS

- A. Approve the minutes from the October 10, 2016, meeting
- B. Renew the intergovernmental agreement with the MARC Solid Waste Management District for the 2017 Regional Household Hazardous Waste Collection Program

Robert Lock moved to approve the consent agenda, as presented. Dave Rittman seconded; motion passed 4-0.

Diane Driver joined the meeting at 8:04 a.m.

4. ACTION ITEMS

- A. Approve the employee health insurance renewal for 2017 with Aetna

Finance/Human Resources Director Matthew Chapman stated that the City offered three benefit plans through Blue Cross Blue Shield (BCBS). The City's insurance broker, Bukaty Companies, marketed to carriers in the area and initially BCBS was the lowest quote, but still remained higher than the rate paid in 2016. Chapman noted it could have been a challenge for employees to cover the cost of the increase because of the one percent merit raise proposed for 2017. Bukaty Company received a late proposal from Aetna that provided cost savings to both the City and to the employees. Chapman noted that Aetna ensured staff that the provider network closely mirrored BCBS. The employee health insurance committee met before the Aetna proposal was received and he would meet with them again to discuss the new proposal.

Chapman said that Bukaty Companies also marketed dental and vision coverage which had both not been marketed for several years. Delta Dental provided flat rates for 2017. Other vendors would have provided cost savings but many area dentists were not in the provider network, so the committee recommended staying with Delta Dental. In regards to vision benefits, the City did not contribute to vision but the committee recommended switching to Surency because there would be approximately 44 percent savings for employees across all the tiers, but keep a similar provider network.

Diane Driver moved to recommend that the Board of Aldermen approve the health insurance renewal for 2017 with Aetna with the premium plans, rates and costs shares attached hereto as Attachments 2 and 3 and incorporated by reference. Rittman seconded; motion passed 5-0.

B. Approve Work Authorization No. 7 with FTC Equipment, LLC for the Mission Control Unit at the Wastewater Treatment Facility

Public Works Director Alysén Abel said that per statutes the City was required to have an alarm system at each lift station and the treatment plant to notify staff of failures. Over the years the units were replaced at six pump stations, but the treatment plant used an unreliable analog/telephone/voice alarm system on a LAN line. The new cellular technology would allow staff to monitor the plant remotely.

Driver moved to approve Work Authorization No. 7 with FTC Equipment for the Wastewater Treatment Facility Mission Control Unit in the amount of \$3,873.40. Rittman seconded; motion passed 5-0.

C. Approve a deduct change order with Foley Company for the clarifier floor replacement

Public Works Director Alysén Abel explained that in August 2016 the Board of Aldermen approved an agreement with Foley Company for the replacement of the clarifier floor with a concrete mix that included fiber mesh to help improve reinforcement and prevent cracking. During testing after one-half of the floor was poured, staff determined that the concrete mix did not include the mesh, but the contractor agreed to finish the floor at their own risk. Staff provided the contractor with three options: replace the floor with the mesh; provide a credit to the City, which City Engineer Jay Norco determined was \$5,000, and require an extended five-year maintenance bond; or provide the \$5,000 credit to the City and use the money and savings from the entire project to replace the floor in the second clarifier. Abel said that the contractor would provide a credit to the City. Staff was not concerned that the materials were substandard. During the maintenance period staff would drain the clarifier annually to check for cracks or imperfections.

Abel said the first clarifier was programmed in the 2016 Capital Improvement Program (CIP) and the second was programmed for the 2018 CIP. With the cost savings from the project and the credit of \$5,000 the third option was still available. Abel said she would speak with the contractor about a change order in 2017 for the second clarifier.

Driver moved to approve the deduct change order with Foley Company in the amount of \$5,000 and ask vendor about 10-year maintenance bond or accept the 5-year maintenance bond. Rittman seconded; motion passed 5-0.

5. NON-ACTION ITEMS

A. Discuss a preliminary proposal for debt financing for transportation projects

City Administrator Lauren Palmer stated that the issue was presented to the Board of Aldermen at the first budget work session on October 18 and the City had a couple of options. She said she was seeking feedback from the Finance Committee to determine what to present at the third budget work session on November 8.

The Committee discussed the grant for improvements to Route 9. Palmer said the grant would not kick in until federal fiscal year 2019-2020, but the City could request a grant anticipation loan through the Transportation Fund to issue debt financing to accelerate the improvements. The Board of Aldermen directed staff to budget for more street maintenance so staff determined that approximately \$1 million would be helpful to complete a large portion of street maintenance that could be completed in one year. Palmer said that approximately \$400,000 was budgeted for street maintenance annually and a portion of the funds could be used to cover the debt payment for the larger project. Palmer added that staff was working on a recommendation for the third budget work session and Springsted, Inc. helped put together a five-year debt picture.

The Finance Committee discussed the timing of the larger project because of the oil and asphalt prices, concerns with taking on more debt, possible risks, the timing of the 9 Highway Community Improvement District (CID) and grants and how they related to each other, the estimated CID revenues, the importance of getting the streets up to grade, accelerating the Route

9 improvements by using debt financing, and concerns about the status and debt related to the Brush Creek and Brink Meyer Road neighborhood improvement districts.

The Finance Committee requested that staff provide information at the third budget work session for a timeline, estimated CID revenues, the timing of the grants and the CID formation and analytics.

B. Discuss city and developer costs for the asphalt repairs to South National Drive between Highway 45 and Limestone Road

Public Works Director Alysen Abel explained that dirt was hauled from the QuikTrip development to the Cider Mill 6th Plat. Prior to the work being started staff asked the contractor for a maintenance bond and other items to help protect the quality of Bell Road. QuikTrip originally requested that the haul route be from Route 45 to Bell Road to Limestone Road, but because of the status of Bell Road staff felt a better route would be South National Drive. In late June the truck traffic increased. Staff reviewed the condition of the road and found that 36 different areas needed to be addressed, including patching or full-depth replacement and some curb repairs. Staff met with the contractor and developer to review the conditions and negotiate the repairs and found that 12 locations needed full-depth replacement. The Public Work staff would complete the minor street repairs, as well as crack sealing which was planned for the fall. Because of the excess truck hauling, South National Drive, on a scale of one to ten with one being the best, dropped from a 2.5 rating to a six. The estimated cost of the repairs was approximately \$56,000 for the major areas that needed full-depth replacement.

Abel said that the work began the prior week and the areas were almost complete with the exception of the top two inches. The developer originally requested a cost share and the contractor determined the City's portion would be 25 percent of the cost. Abel noted that in about three years the road would need to be milled and overlaid. Following discussions between staff and the developer, the developer decided they would cover the full cost of the 12 locations.

The Finance Committee discussed other areas that would be impacted by excess vehicle traffic for future development. Abel said that River Road was a concern because of future improvements for Thousand Oaks 16th Plat. She noted that River Road was substandard and sought guidance from the Committee on whether to share the costs with the developer or create a policy to address the issues in the future. The Committee recommended that staff contact the developer of Thousand Oaks to discuss the possible issues.

6. OTHER BUSINESS

7. ADJOURNMENT

Chair Sportsman adjourned the meeting at 9:50 a.m.

Submitted by:

Melissa McChesney
City Clerk

Approval Date

CITY OF PARKVILLE Policy Report

Date: November 1, 2016

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Tim Blakeslee
Assistant to the City Administrator

ISSUE:

Approve a work authorization with Arbor Masters for the removal of hazardous trees.

BACKGROUND:

In June 2016, the City submitted a Tree Resource Improvement Program grant from the Missouri Department of Conservation (MDC). The grant proposal was prepared by staff for the removal of hazardous trees and reforestation in English Landing Park. The City applied for a total estimated project cost of \$14,988. The maximum value of the MDC grant is \$10,000 to help offset these costs. The City is responsible for a 25% match and any remaining cost above the \$10,000 MDC grant. In the grant application the local cost share was expected to be \$4,988. At the time of application, staff worked with Urban Tree Specialists, who were the City's on-call tree trimming service provider at the time.

On July 19, 2016, the Board of Aldermen approved a contract with Arbor Masters for on-call tree trimming 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 Arbor Masters.

In late September 2016, the City received notice from MDC of the TRIM grant award for the full amount of \$10,000. Since then, staff has obtained a cost estimate from the current on-call tree trimming service provider (Arbor Masters) to perform the work, their estimated cost is in the amount of \$14,950. Staff has identified additional trees that need to be removed in Platte Landing Park. Arbor Masters provided a cost estimated in the amount of \$1,150 for the additional removal of the hazardous trees. The total work authorization is in the amount of \$16,100.00.

BUDGET IMPACT:

The 2016 Parks budget includes \$12,000 for tree trimming and removal. To date, the City has spent approximately \$7,425, for hazardous tree removal and storm damage during the spring months. With the addition of the work authorization, the estimated year-end budget for tree trimming will be \$23,525. With the \$10,000 grant, the overall budget impact will be \$13,525. Because the 2017 budget process has already started, this will adjust the 2016 year-end projects by \$7,525.

ALTERNATIVES:

1. Approve a work authorization with Arbor Masters for the removal of hazardous trees in the amount of \$16,100.
2. Approve a work authorization with Arbor Masters for a reduced scope of tree removal in the amount of \$8,575, to remain within 2016 year-end budget projections.
3. Do not approve the work authorization.
4. Provide alternative direction to staff.
5. Postpone the item.

ITEM 3B

For 11-04-16

Board of Aldermen - Finance Committee Meeting

STAFF RECOMMENDATION:

Staff recommends the approval of the work authorization with Arbor Masters for the removal of hazardous trees in English Landing Park in conjunction with the MDC TRIM grant, as well as additional trees in Platte Landing Park.

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 that the Board of Aldermen approve Work Authorization #3 with Arbor Masters for the removal of hazardous trees in the amount of \$16,100.

ATTACHMENTS:

1. TRIM Grant Application
2. Work Authorization



Introductory Narrative

The City of Parkville founded over 150 years ago by George S. Park, is a small quaint town rich in history. Originally a thriving river port, the streets were filled with the bustle of a healthy commerce and the growth was faster than Kansas City, only ten miles away. Parkville experienced near economic collapse as a result of bitter disputes between citizens on opposing sides during the Civil War.

From these beginnings, the City of Parkville has at times flourished, withered, survived and thrived. This picturesque community located in a bend of the Missouri River, on the flat land and the bluff above, is currently thriving thanks to diligent planning and community support.

The City's park system has tripled with the recent acquisition of riverfront purchased by Platte County and maintained by the City. The expansion has created an opportunity for a viable access to the Missouri River with a boat ramp through the generosity of the Missouri Department of Conservation. In addition, a two-mile loop trail, wetland, and a dog park were provided by Platte County Parks. Extensive work was performed by the Parkville's Parks Staff to clear invasive and intrusive underbrush so the riverfront could be visible and viable for park users. With the opportunity for a TRIM Grant, further maintenance with the older decaying trees and pruning maintenance will be performed in Platte Landing Park.

The City wishes to address further tree maintenance with the removal of 5 declining ash trees at the historic train depot and replacing the trees with 3 sugar maples when the ash trees are removed.

The final component of the TRIM Grant would be to address the hazardous trees in English Landing Park with the unique riverfront trail; the 76 acre park is one of the most heavily used parks in the Northland attracting hundreds and sometimes thousands of visitors daily. The facility encompasses many uses including 3 miles of walking trails, playgrounds, picnic shelters, baseball fields and a host of several public events including numerous 5 and 10 K's. The TRIM Grant will serve as a dynamic aid in offsetting the pruning and removal cost of such an established wooded area, providing a safe sanctuary for all park users.

Correlation with Tree Management Program

The City of Parkville conducted a new tree inventory in 2013 for the continued management of our tree program. This new study by a certified forester/arborist in conjunction with GIS mapping/ engineering will be utilized as an important tracking tool for our tree management program for the future. The results of this inventory identified a moderate percentage of our trees at English Landing Park are hazardous and reaching maturity as well. This information will be used for the 2016-2017 TRIM Grant to perform selective removal of dead, dying, broken and/or diseased wood to minimize potential risk with the concentration in areas that are accessible only with the aid of bucket trucks, climbers, and tree trimming professionals.

The City's Community Land and Recreation Board is supportive of the desire to minimize the high liability risks with the selective deadwood removal for the 2016 TRIM Grant. The Board has continuously been active in identifying locations for new plantings, the purchasing of trees and the continuous updating of tree care programs. Three hundred new trees have been planted the last 4 years. Our Mayor and Board of Aldermen have approved and endorsed a resolution to support this application. The City of Parkville has been a proud Tree City designee for the past 26 years.

Final Product

To remove identified deadwood, hazardous limbs and decaying or diseased trees that are in high traffic areas, encompassing Platte Landing Park, English Landing Park and the Train Depot.

Timetable

Upon acceptance of the TRIM Grant the City will allow the contractor to perform the tree services as per the proposal. A 30 day time frame will be adequate time for the project to be completed in the winter of 2016.

Promotion and Results

A press announcement to Kansas City area media and the City's website will enable residents as well as neighboring communities to become aware of the results of the proactive management plan and to recognize the Missouri Department of Conservation for making the project possible.

Three Year Maintenance Plan

A park employee serving as a landscape technician since 2006 remains a vital seasonal employee. This employee will be responsible for mulching city owned trees, watering and basic tree pruning. Gator bags have also been purchased to keep the trees watered during the hot summer months. The proposed planting of the Sugar Maples at the Train Depot will replace the diseased Ash trees and will be maintained by the Park's Staff.

All tree trimming, pruning, removals and plantings shall be accomplished in accordance with all ANSI and MDC specifications. A certified arborist with the contracted company will be required.

Tom Barnard, Parks Superintendent for the City of Parkville will oversee the project.

T.R.I.M. Estimated Project Cost Worksheet

Applicant City of Parkville Contact person Tom Barnard

Address 8880 Clark Ave.

Email tbarnard@parkvillemo.gov

Phone 816-215-4047 County Platte

City/State Parkville, mo ZIP (9-digit ZIP required) 64152-3727

Project location English Landing & Platte Landing Parks / Train Depot

Project Type (check all that apply):

- Inventory Removal Pruning Education Planting Other

Provide costs only for items associated with your project.

A. Reimbursable Costs

Amount

1. Contract fee (tree management plan, material development, inventory)	_____
2. Contracted labor (tree removals, pruning, planting, inventory)	<u>14,260</u>
3. Purchased materials for inventory or tree work	_____
4. Equipment rental (inventory, planting, or other tree work)	_____
5. Education (training course fees, program materials)	_____
6. Tree planting plan preparation fee	_____
7. Trees for planting and delivery, less any discount	_____
8. Purchased materials for planting (stakes, mulch)	_____
SUBTOTAL	\$ <u>14,260</u>

B. Non-reimbursable Costs

1. Administrative costs (tree care, education, inventory)	_____
2. Paid employee labor (tree care, education, inventory)	<u>138</u>
3. Donated labor (tree work, planting, or inventory (at \$10/hr))	_____
4. Donated equipment costs	_____
5. In-kind equipment	_____
6. Donated materials (stakes, mulch, etc.)	_____
7. Discount or credit for trees or tree planting	<u>600</u>
8. Other	_____
SUBTOTAL	\$ <u>738</u>

C. Total Estimated Project Costs

(Add above and round to nearest dollar.)

\$ 14,998

Transfer total to back side of form

Please complete Cost-Share Request Form on reverse side.

T.R.I.M. Cost-Share Request Form

Applicant City of Parkville Contact person Tom Barnard
Project location English Landing & Platte Landing Parks & Train Depot

C. Total Estimated Project Costs

\$ 14,988
Amount from front side of form

D. MDC Cost-Share Computation

Missouri Department of Conservation's Cost Share \$ 8992
(60% X Total estimated project cost)

Tree City USA Bonus \$ 2248
(15% X Total estimated project cost)

NOTE: To qualify for bonus, project must be located in a community that is currently certified as Tree City USA.

Missouri Arbor Award of Excellence Bonus \$ _____
(5% X Total estimated project cost)

NOTE: To qualify for bonus, applicant must be the winner of an MAAE award within the last 12 months.

SUBTOTAL

Add all amounts in D (above): \$ 11,240

SUBTOTAL REIMBURSABLE COSTS

Enter the SUBTOTAL from A on front side: \$ 14,260

TOTAL MDC COST SHARE

Enter the smaller of the above two lines. Total MDC Cost Share cannot exceed Reimbursable Costs. Maximum available is \$10,000 unless specifically authorized.

\$ 10,000
(11,240)
actual

E. Local Cost-Share Computation

Total MDC Cost Share subtracted from Total Estimated Project Costs \$ 4,988

I certify that funds received through the Tree Resource Improvement and Maintenance program will be used only for the care of trees or planting of trees on public property, as noted in this application. I certify that all trees subject to this contract will be pruned in accordance with American National Standard Institute A300 Standard Practices for Wood Plant Maintenance specifications and that trees will be planted in accordance with the enclosed How to Plant a Tree brochure.

Tom Barnard Parks Superintendent
Name and Title of Representative

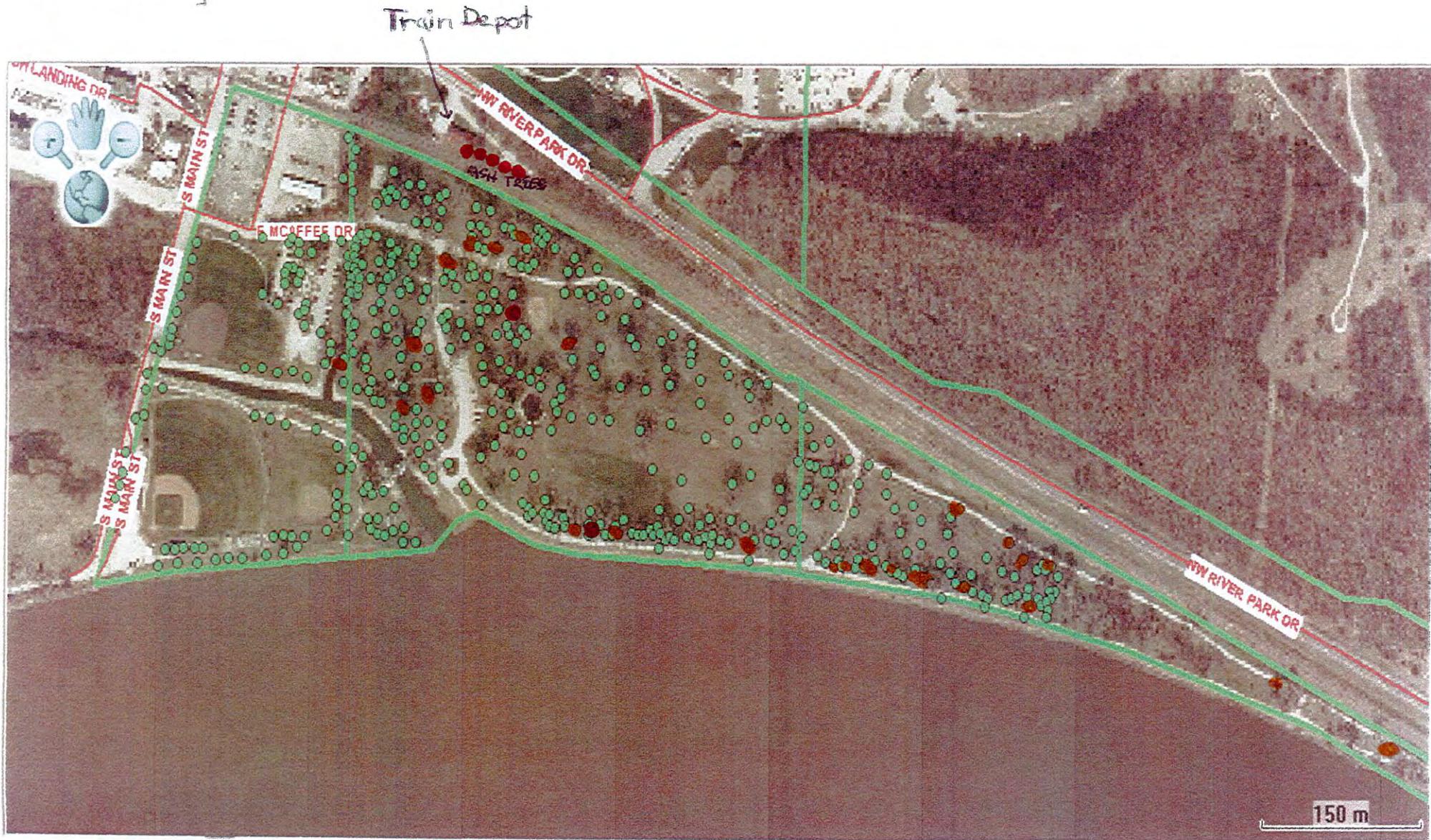
Tom Barnard May 25, 2016
Signature of Representative Date

SIGNATURE ATTACHED (e-mail)
Signature of Missouri Department of Conservation Forester Date

English Landing Park, Parkville, MO

● REMOVALS

● Pruning



● Maple Tree Removals

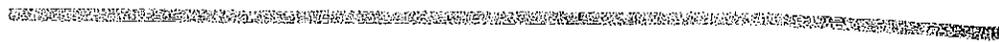
● Cottonwood ^{stem} removal/pruning



PLATTE LANDING PARK

Parkville, MO

Scale: 1" = 120'-0"

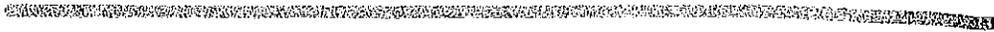


Parkville Parks and Recreation
 Tom Barnard
 8880 Clark Ave
 Parkville, MO 64152

Proposal Date: 5/25/2016
Work Site: 8880 Clark Ave
 Parkville, MO 64152
Proposed By: Bret Cleveland
Ad Source: City License
Work: 816-587-2593
Mobile: 816-215-4047

Qty	Plant	Location	Cost
1	Job Location	-- Platte Landing Park --	\$0.00
5	Maple (Silver)	North side of trail -- Dead and/or severely declining and splitting tree -- Remove to ground level and remove all debris	\$1,520.00
2	Cottonwood	South side of trail closest to river by last pump station -- Remove XL dead section and large broken/dead limbs in cottonwood closest to tree with large dead section	\$865.00
1	Job Location	--- Train Depot - Chamber of Commerce building ---	\$0.00
5	Ash	Dead/severely declining on east side of building -- Remove to ground level and remove all debris	\$3,450.00
1	Job Location	--- English Landing Park ---	\$0.00
1	Cottonwood	Tree # 92 south of Aloe parking area -- Remove deadwood 2 inch and greater throughout	\$745.00
3	Cottonwood	Tree # 241, 242, 247 near start of trail on side side by frisbee golf -- Remove deadwood 2 inch and greater	\$675.00
1	Cottonwood	Tree # 171 by main intersection -- Remove deadwood 2 inch and greater	\$220.00
1	Cottonwood	Tree # 181 by stage - Remove deadwood 2 inch and greater	\$210.00
1	Cottonwood	Tree # 459 - Old tag - intersection of McAfee and Busch - Remove large deadwood on high section over street	\$250.00
1	Maple (Silver)	Tree # 306 East shelter - Severe damage root flare - Remove	\$300.00
1	Maple (Silver)	Tree # 357 by sand volleyball - Remove deadwood 2 inch and greater	\$570.00
1	Maple (Silver)	Tree # 361 - NE of playground - Remove	\$570.00
1	Cottonwood	Tree # 409 - By river shelter - Dead/declining - Remove (20 inch)	\$225.00
1	Cottonwood	Tree # 416 - By river shelter - Remove deadwood 2 inch and greater	\$205.00
1	Cottonwood	Tree # 503 - Old tag - Remove deadwood 2 inch and greater	\$55.00
2	Cottonwood	Tree # 427 - By Ottman bench - Remove deadwood 2 inches and greater	\$320.00
2	Cottonwood	Tree # 526/529 - East of Beauchamp bench - Remove deadwood 2 inches and greater	\$115.00





2	Cottonwood	Tree # 544/546 - Emerys and Adams Bench - Remove deadwood 2 inches and greater	\$85.00
1	Maple (Silver)	Tree # 555 - East of Emerys and Adams bench - Removed hangers and deadwood 2 inches and greater	\$110.00
1	Cottonwood	Tree # 560 - East of Emerys and Adams bench - Remove deadwood 2 inch and greater	\$85.00
1	Cottonwood	Tree # 564 - East of Emerys and Adams bench - Remove low deadwood 2 inch and greater	\$85.00
1	Maple (Silver)	Tree # 565 - Middle area Buis bench - Remove large dead center stem and remove deadwood	\$225.00
1	Cottonwood	Tree # 588 - Middle area NW of Zenke bench - Remove dead top	\$305.00
1	Mulberry	Tree # 619 - North side of trail - Remove deadwood 2 inches and greater	\$190.00
1	Mulberry	Tree # 621 - North side of trail - Remove broken and deadwood 2 inches and greater	\$240.00
1	Mulberry	Tree # 630 - North side of trail - Remove deadwood understory - Weight reduction	\$245.00
1	Cottonwood	Tree # 668 - Severely damaged by beaver - Predominantly dead - Remove - re-evaluate in summer	\$1,305.00
1	Cottonwood	Tree # 680 - Closer to turn around - Extra large - Remove deadwood over trail	\$235.00
2	Cottonwood	Tree # 686/672 - 686 by turn - 672 (Old tag) Big 377 sign - 686 Remove deadwood both sides throughout - 672 Remove deadwood 2 inches and greater	\$705.00
1	Cottonwood	Tree # 708 - XXXL on river bank - Remove hanger near path	\$55.00
1	Elm (American)	Tree # 727 - East of turn around - Remove hangers and deadwood 2 inches and greater	\$95.00

Subtotal: \$14,260.00
Tax: \$0.00
Total: \$14,260.00



816.214.8327 • www.urbantreekc.com • PO Box 901422 • Kansas City, MO 64190



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

**CITY OF PARKVILLE, MO.
RESOLUTION NO. 16-007**

A RESOLUTION APPROVING AND ENDORSING AN APPLICATION TO THE MISSOURI DEPARTMENT OF CONSERVATION FOR FUNDING UNDER THE TREE RESOURCE IMPROVEMENT AND MAINTENANCE GRANT

WHEREAS, the City of Parkville deems it a high priority to improve quality of life for all citizens through parks and recreation programs; and

WHEREAS, the Missouri Department of Conservation (MDC), in cooperation with the Missouri Community Forest Council, offers a grant funding program to assist government agencies, public schools, and non-profit organizations with the management, improvement, or conservation of trees on public lands; and

WHEREAS, the projects eligible for TRIM funding include tree inventory, removal or pruning of hazardous trees, tree planting, and training volunteers or municipal employees to care for community trees; and

WHEREAS, the City of Parkville met with an urban forester with MDC and identified several hazardous trees in English Landing Park that need to be removed; and

WHEREAS, the City of Parkville wishes to make application to the MDC for consideration of the Tree Resource Improvement and Maintenance grant; and

WHEREAS, the City of Parkville agrees to comply with all program guidelines and requirements of said Grant Program if such application shall be funded by the MDC.

NOW, THEREFORE, BE IT RESOLVED that the Board of Aldermen approves and endorses an application for the Tree Resource Improvement and Maintenance grant to help fund the tree removal and reforestation plan for English Landing Park.

BE IT FURTHER RESOLVED that the Board of Aldermen directs City Administration to complete and submit the required grant application documents.

IN TESTIMONY WHEREOF, I have hereunto set my hand, in the City of Parkville this 17th day of May 2016.

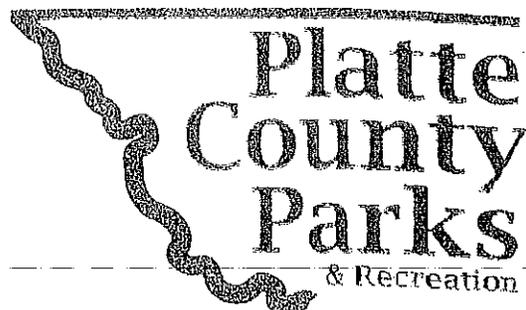
ATTESTED:

Melissa McChesney
City Clerk Melissa McChesney



Nanette K. Johnston
Mayor Nanette K. Johnston

May 27, 2016



Tom Barnard
Parkville Parks and Recreation
8701 McAfee St
Parkville, MO 64152

RE: Letter of Support – TRIM Grant

Dear Tom,

Platte County Parks and Recreation is grateful for the work that you do to beautify and care for Platte Landing Park. We appreciate your efforts to properly care for the trees on site and ensure a safe park environment for all park users.

The partnership with the City of Parkville to maintain and operate Platte Landing Park is key to the success of the park. Thank you for the opportunity to review the trees that need attention. We concur with your assessment of the trees and the work that needs to be completed.

Thank you for your continued diligence in maintaining and improving Platte Landing Park.

Sincerely,

Noel Challis
Senior Park Planner

Brian Nowotny
Director

Board of Park
Commissioners

Julie Rule
Chair

Ann Dwyer-Sanders
Vice Chair

Kenny Brown
Secretary

Neil Davidson

Jeff Elsea

Jack Laney

Tim Nash

Tom Barnard

From: Wendy Sangster <Wendy.Sangster@mdc.mo.gov>
Sent: Friday, May 27, 2016 3:33 PM
To: Tom Barnard
Subject: RE: TRIM Grant

Hi Tom
If you don't need me to review the application, you can use this email as my signature. Just submit it with your application.
Wendy

Wendy Sangster
Community Forester
Anita B Gorman Conservation Discovery Center
4750 Troost
Kansas City, MO 64110

(816)759-7305 x1134

From: Tom Barnard [<mailto:TBarnard@parkvillemo.gov>]
Sent: Friday, May 27, 2016 11:56 AM
To: Wendy Sangster
Subject: TRIM Grant

Hello Wendy,
Just completing the TRIM Grant, how would you like me to get your signature? I'll accommodate however is best for you.
Thanks,
Tom



City of Parkville Work Authorization #3

Date: November 15, 2016

Issued to: Arbor Masters Tree & Landscape
8250 Cole Parkway
Shawnee Mission, KS 66227

Project/Work Description Tree Removal
Title: English Landing Park
Scope of Work/Purpose:

1. Trimming and Removals as requested – (Removals cut to ground level/no stump grinding) – Haul and dispose of debris	\$14,950.00
2. * Optional Removals	
Elm – (East end on bank)	
PLP – Elm	
<u>PLP – Box Elder</u>	<u>\$ 1,150.00</u>
TOTAL	\$16,100.00

Unit prices as identified in the Agreement dated July 19, 2016.

Schedule and Price

Project Start Date:	November 15, 2016
Estimated Completion Date:	December 31, 2016
Latest Acceptable Date:	December 31, 2016
Estimated Cost:	\$16,100.00
Expenditure Limit:	\$16,100.00
Budget Account Code:	10-525.07-52-00

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: Mark Cantrell Signature: _____
Company: Arbor Masters Tree & Landscape Date: _____

Authorization

Department Head: _____ Date: _____
Alysen M. Abel, Public Works Director

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

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

For Internal Staff Use Only

(initial each item and file with executed work authorization)

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

Certificate of Insurance that demonstrates compliance with the Terms and Conditions

Valid business license

**CITY OF PARKVILLE
Policy Report**

Date: November 1, 2016

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Tim Blakeslee
Assistant to the City Administrator

ISSUE:

Approve a purchase order with Hach for three Dissolved Oxygen (DO) probes for the Wastewater Treatment Facility.

BACKGROUND:

The Wastewater Treatment Facility (WWTF) contains two aeration basins that are used to treat sewage. Oxygen is introduced into the system to encourage the growth of microorganisms and maintain the dissolved oxygen and ammonia levels. Two blowers are used in the treatment process, with one blower used at a time to treat both basins. The blowers are alternated into service to extend the service life of each blower. Each basin contains two Dissolved Oxygen (DO) probes that monitor the level of oxygen and control the variable speed of the blowers.

In mid-October, the monitoring system at the WWTF reported high levels of oxygen from one probe on each of the aeration basins. Staff evaluated the basins and replaced the sensor caps on the DO probes, but this did not correct the problem. A similar issue occurred in 2013, and at that time it was determined that the probe needed to be replaced. After an inspection of the defective DO probes, staff recommends replacement. DO probes have an approximate life expectancy of 5-6 years. Three of the four existing DO probes were installed around 2010. The fourth DO probe was replaced in 2015, after the initial DO probe failed under warranted and was replaced at no cost to the City.

Staff researched companies and found only two companies that provide the specific model of DO probe used at the WWTF. Staff requested quotes from the two companies.

<u>Company</u>	<u>Unit Price</u>	<u>Cost of Three DO Probes</u>
Hach	\$1,533.60	\$4,600.80
USA Blue Book	\$2,329.95	\$6,989.85

The lowest bidder was Hach with a unit price of \$1,533.60, which includes a 20-percent discount special promotion until the end of 2016. Staff anticipates that the third DO probe will need to be replaced soon. Based on the special pricing from Hach, staff recommends replacing three of the DO probes at the current time. The quote from Hach does not include freight. Staff estimates that freight will be about \$100. The total price of the three DO probes with freight will be \$4,700.80.

BUDGET IMPACT:

The 2016 Sewer Fund includes \$12,000 for Building Maintenance & Repair. To date, the City has spent approximately \$56,000. With the expected expenses, the projected year-end budget for the building maintenance and repair line item is \$62,000.

ITEM 3C

For 11-04-16

Board of Aldermen - Finance Committee Meeting

ALTERNATIVES:

1. Approve the purchase order with Hach for the replacement of three Dissolved Oxygen (DO) probes for the WWTF.
2. Approve a purchase order with Hach for the replacement of two DO probes.
3. Do not approve the purchase.
4. Provide alternative direction to staff.
5. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends the approval of the purchase order with Hach for the replacement of three Dissolved Oxygen (DO) probes at the WWTF in the amount of \$4,700.80.

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 the purchase order with Hach for the replacement of three DO probes at the WWTF in the amount of \$4,700.80.

ATTACHMENT:

1. Purchase Order

PURCHASE ORDER
(non-construction)

CITY OF PARKVILLE (PURCHASER)
8880 Clark Avenue
Parkville, MO 64152

Date: November 7, 2016

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

VENDOR: Hach
P.O. Box 608
Loveland, CO 80539
Phone: 800-227-4224 quotes@hach.com www.hach.com

SHIP TO: Wastewater Treatment Plant 12303 NW FF Highway, Parkville, MO 64152

INVOICE TO: Parkville City Hall, 8880 Clark Ave., Attn: Richard Wilson, 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 5 pages including attachments. Purchaser agrees to pay a **UNIT PRICE of \$1,917.00 for three (3) LDO in the amount of Four Thousand Six Hundred Dollars and Eighty Cents (\$4,600.80)** for such materials, subject to any additions or deductions agreed upon in writing. **Freight charges are included in purchase price and sales taxes will not be charged to the Purchaser as a tax exempt entity. Purchaser will provide Vendor with a Tax Exemption Certificate upon request.** Payment is to be made within thirty (30) days after delivery of goods and receipt of invoice. This purchase order is only valid through December 31, 2016.

City of Parkville, Missouri
City Manager
City Hall, 8880 Clark Avenue
Parkville, MO 64152

<p><u>ITEMS:</u></p> <p>3 Qty Assy, Probe LDO Model 2 Hach \$1,917.00 Unit Price Total \$4,600.80</p>	<p><u>SCHEDULE OF DELIVERY:</u></p> <p>Wastewater Treatment Plant 12303 NW FF Highway, Parkville, MO 64152</p>
<p>See Attachment "A" – Terms and Conditions See Attachment "B" – Insurance Requirements See Attachment "C" – Hach quote dated 10/24/16</p>	
<p>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.</p> <p>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.</p> <p>CITY OF PARKVILLE, MISSOURI. ("Purchaser")</p> <p>By: _____ Nanette K. Johnston</p> <p>Title: <u>Mayor</u></p> <p>Date: _____</p> <p>HACH Vendor</p> <p>By:  MELANIE BOGUS</p> <p>Title: <u>BID SUPPORT SPEC II</u></p> <p>Date: <u>10.31.16</u></p>	

*

In acknowledgement of price, goods and/or services, and delivery date, but no other terms and conditions.



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Quotation

Hach
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Number: 100202727v2
Please quote number at time of order to ensure
that you receive prices quoted

Quote Date: 24-Oct-2016

Quote Expiration: 23-Dec-2016

Location: City of Parkville

Name: Richard Wilson
Phone: 816-891-0003
Email: rwilson@alliancewater.com

Sales Contact: Julieanna Kornas Email: jkornas@hach.com Phone: 800-227-4224, x6460

PRICING QUOTATION

Line	Part Number	Description	Qty	Unit Price	Dollar Discount	% Disc	Extended Price
	9020000	ASSY, PROBE, LDO MODEL 2, HACH	3	1,917.00		20%	4,600.80
						Grand Total Discount	\$ 1,150.20
						Grand Total	\$ 4,600.80

TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i)

Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Buyer; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to international regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for international transport. In addition, Hach may require: 1) A statement of intended end-use; 2) Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3) Certification that the goods will not be diverted contrary to U.S. law.

ORDER TERMS:

- Orders are Subject to Credit Review
- Please reference the quotation number on your purchase order.
- Sales tax is not included. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.
- Shipments will be prepaid and added to invoices unless otherwise specified.
- Equipment quoted operates with standard U.S. supply voltage.
- Hach standard terms and conditions apply to all sales.
- Additional terms and conditions apply to orders for service partnerships.
- Quotes do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.
- Standard lead time is 30 days.
- This Quote is good for a one time purchase.

Sales Contact:
Name: Julieanna Kornas

Prepared By:
Name: Julieanna Kornas



Be Right™

Quotation Addendum

HACH COMPANY

Headquarters

P.O. Box 389
5600 Lindbergh Drive
Loveland, CO 80539-0389

Purchase Orders

PO Box 608
Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.

Phone: 800-227-4224
Fax: 970-669-2932
E-Mail: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export

Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance

2207 Collections Center Drive
Chicago, IL 60693

Wire Transfers

Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ABA): 071000039

ADVANTAGES OF WORKING WITH HACH

<p><u>Technical Support</u> <i>Provides post-sale instrumentation and application support</i></p> <ul style="list-style-type: none"> ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale. ✓ Available via phone, e-mail, or live online chat at Hach.com! ✓ Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com <p>www.Hach.com</p>	<p><u>SIRR Delivery Program</u> <i>The Scheduled Inventory Reagent Replacement (SIRR) Program offers an uninterrupted supply of reagents</i></p> <ul style="list-style-type: none"> ✓ Lower inventory costs and fresh supplies ✓ Reduced paperwork – one purchase order for the entire year ✓ Automatic shipments on your schedule ✓ Easier budgeting <p>www.Hach.com/sirr</p>	<p><u>Hach WarrantyPlus™ Upgrade</u> <i>Instrument Protection and Service</i></p> <ul style="list-style-type: none"> ✓ Savings of more than 20% versus a "pay as you go" approach ✓ Freedom from maintenance ✓ Worry-free compliance with Hach's certification ✓ Fixed maintenance budget for the entire year <p>www.Hach.com/warrantyplus</p>
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ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

<p><u>Safe & Fast Delivery</u></p> <ul style="list-style-type: none"> ✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment 	<p><u>Save Time – Less Hassle</u></p> <ul style="list-style-type: none"> ✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used. 	<p><u>Save Money</u></p> <ul style="list-style-type: none"> ✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required
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STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES ^{1, 2, 3}						Collect ⁴ Handling Fee Effective 10/3/2016
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	
\$0.00 - \$49.99	\$11.99	\$29.99	\$54.99	\$44.95	\$85.45	\$7.98
\$50.00 - \$149.99	\$17.79	\$52.45	\$98.97	\$71.64	\$136.19	\$8.21
\$150.00 - \$349.99	\$30.89	\$79.43	\$161.79	\$100.23	\$195.06	\$8.72
\$350.00 - \$649.99	\$41.67	\$108.95	\$216.68	\$136.20	\$263.73	\$9.18
\$650.00 - \$949.99	\$52.77	\$114.40	\$239.39	\$141.65	\$267.00	\$9.50
\$950.00 - \$1,999.99	\$66.39	\$141.16	\$298.48	\$167.98	\$325.04	\$10.37
\$2,000.00 - \$3,999.99	\$76.27	\$151.01	\$305.84	\$173.67	\$330.31	\$11.99
\$4,000.00 - \$5,999.99	\$88.42	\$155.77	\$320.61	\$174.47	\$339.85	\$14.76
\$6,000.00 - \$7,999.99	\$104.48	\$176.56	\$355.05	\$192.45	\$371.02	\$17.22
\$8,000.00 - \$9,999.99	\$119.79	\$201.60	\$393.94	\$215.71	\$409.10	\$19.87
Over \$10,000	2% of Net Order Value	4% of Net Order Value	6% of Net Order Value	4% of Net Order Value	6% of Net Order Value	\$30.43

- Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Reagent Delivery Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.
- Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
- Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
- Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.

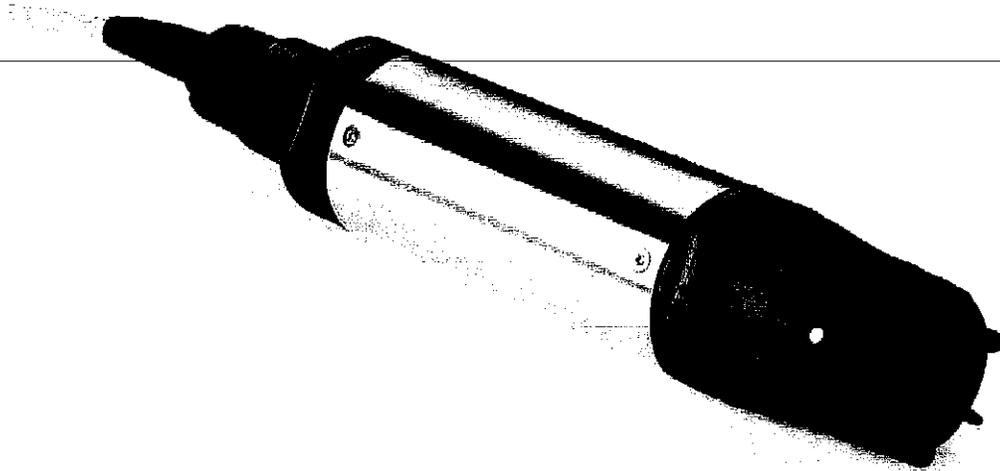
SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

DISSOLVED OXYGEN: HACH LDO® PROBE, MODEL 2

Applications

- Wastewater
- Industrial Water
- Drinking Water



Take “No” for an answer when measuring dissolved oxygen with the next generation Hach LDO probe.

No Calibration Required

The Hach LDO probe is ready to work in your process right out of the box with no calibration required for the entire 2-year life of the sensor cap.

No Membranes to Replace

There is virtually no maintenance with Hach's breakthrough luminescent technology. There are no membranes to replace, no electrolyte solution to replenish, and no anode or cathode to clean.

No Missed Cleaning Cycles

Customizable service indicators trigger a service message so that a cleaning cycle is never missed.

No Drift

A cutting-edge, 3D calibration procedure at the factory makes oxygen measurement with the Hach LDO probe more accurate than ever before.

No Complications

A robust new design gives the Hach LDO enhanced durability and reduced size for easier handling.



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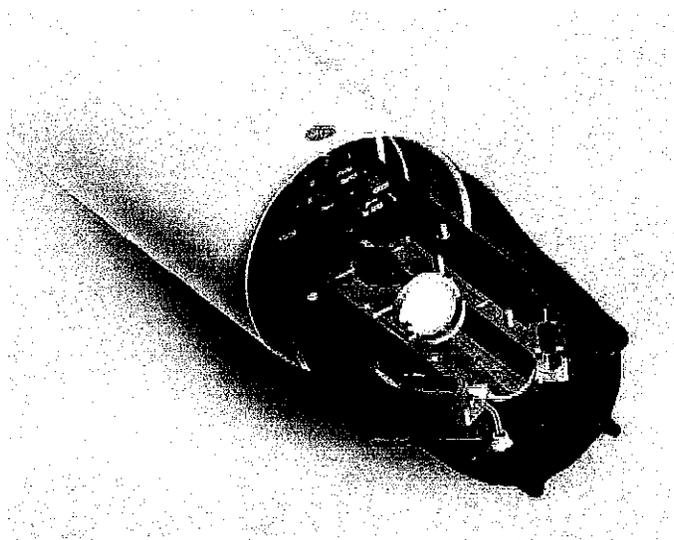
Specifications*

Range	0 to 20.00 ppm	Flow Rate	None required	
	0 to 20.0 mg/L (or ppm)		Sensor Immersion Depth	Down to 345 kPa 345 kPa (50 psi), maximum; accuracy may not be maintained at this depth
	0 to 200 % air saturation			
Accuracy	± 0.05 ppm below 1 ppm	Transmission Distance	1000 m (3280 ft.) maximum when used with a termination box	
	± 0.1 ppm below 5 ppm			
	± 0.2 ppm above 5 ppm			
Response Time	$T_{95} < 60$ s	Cable Length	10 m (options with 30m, 60m, 100m)	
	$T_{90} < 40$ s			
Resolution	0.01 ppm DO	Dimensions (D x L)	1.9 in x 10 in (48.25 mm x 254 mm)	
	0.1% saturation			
Repeatability	± 0.1 (mg/L) ppm	Weight	2.2 lbs. (1 kg), probe only	
			<i>*Subject to change without notice.</i>	

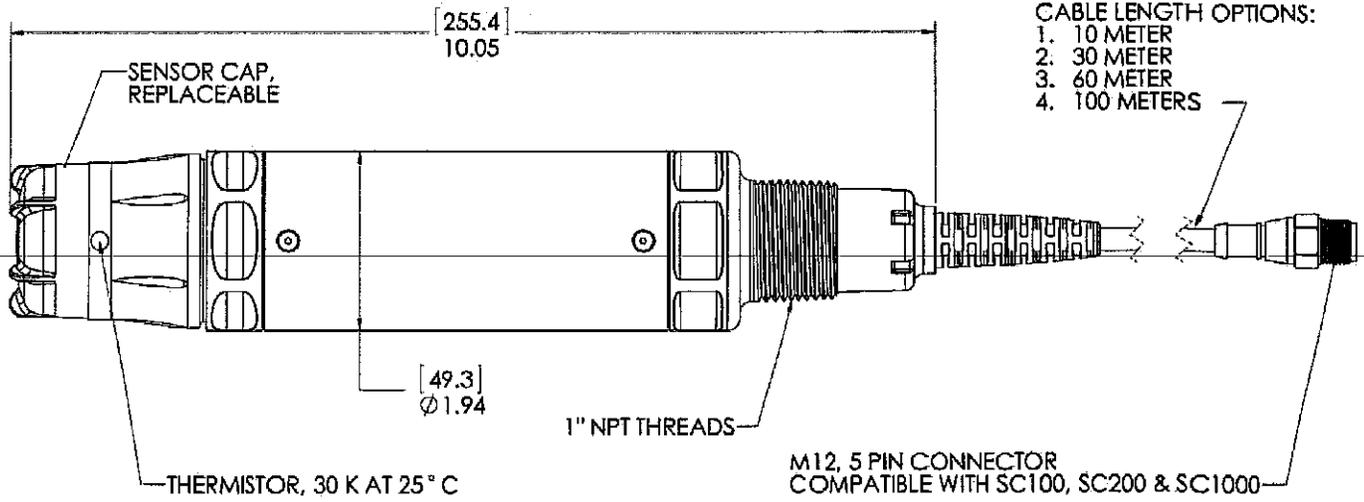
Principle of Operation

The HACH LDO sensor is coated with a luminescent material. Blue light from an LED is transmitted to the sensor surface. The blue light excites the luminescent material. As the material relaxes it emits red light. The time it takes for the red light to be emitted is measured. Between the flashes of blue light, a red LED is flashed on the sensor and used as an internal reference.

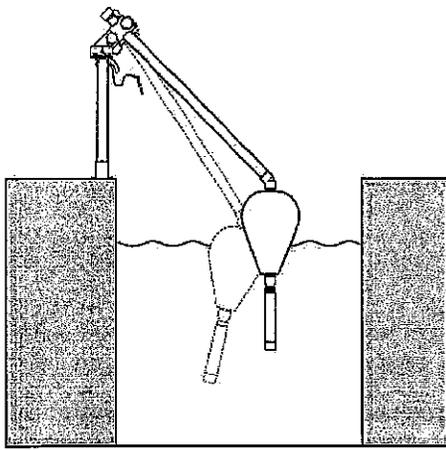
Increased oxygen in the sample decreases the time it takes for the red light to be emitted. The time measurements correlate to the oxygen concentration.



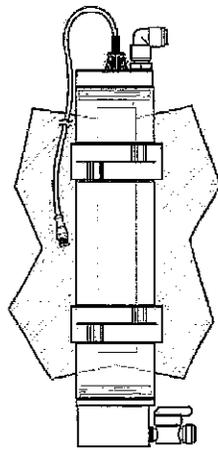
Dimensions



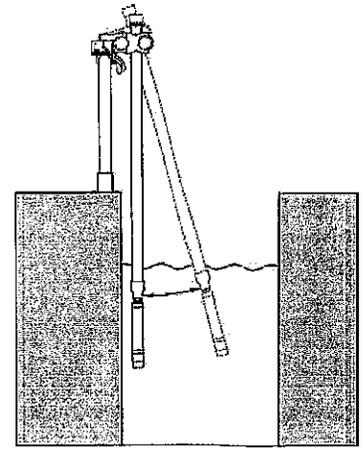
Installation / Mounting



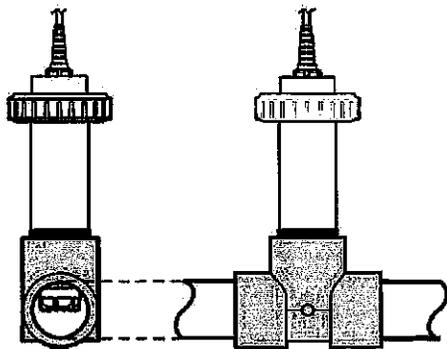
Float Mount Kit



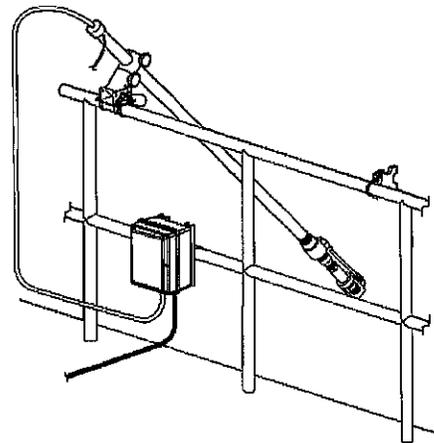
Flow Cell



Pole Mount Kit



Union Mount Kit



Air Blast Cleaning System

Ordering Information

9020000	Hach LDO Model 2 Probe
9020000-UPGRADE	LDO Probe, Mounting Conversion Adapter
9020000-SC200	LDO Probe, Mounting Conversion Adapter, sc200 controller with 2 channels

Accessories

5867000	Digital Termination Box
5796000	Digital Extension Cable, 7.7 m (25 ft.)
5796100	Digital Extension Cable, 15 m (50 ft.)
5796200	Digital Extension Cable, 31 m (100 ft.)
6860000	High Output Air Blast Cleaning System, 115 Vac
6860100	High Output Air Blast Cleaning System, 230 Vac
9253500	Air Blast Hardware Components

Replacement Parts

9021100	LDO Model 2 Sensor Cap Replacement Kit
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Mounting Kits

9253000	Pole Mount Kit, PVC
9253100	Ball Float Mount Kit, PVC
9257000	Union Mount Kit, PVC
9253400	Mounting Conversion Adapter, LDO Model 1 to LDO Model 2
7300800	1 NPT sc Sensors Flow Cell

Controllers

sc200 Digital Controllers

LXV404.99.00552	sc200 controller, 2 channel, digital
LXV404.99.00542	sc200 controller, 2 channel, digital & mA input
LXV404.99.00502	sc200 controller, 1 channel, digital
LXV404.99.00512	sc200 controller, 2 channel, digital & pH/DO
LXV404.99.00522	sc200 controller, 2 channel, digital & Conductivity
LXV404.99.00532	sc200 controller, 2 channel, digital & Flow

sc1000 Digital Controllers

LXV402.99.00002	sc1000 Display Module
LXV400.99.1R572	sc1000 Probe Module, 4 sensors, 4 mA Out, 4 mA In, 4 Relays, 110-230V
LXV400.99.1B572	sc1000 Probe Module, 4 sensors, 4 mA Out, 4 mA In, 4 Relays, Modbus RS485, 110-230V
LXV400.99.1F572	sc1000 Probe Module, 4 sensors, 4 mA Out, 4 mA In, 4 Relays, PROFIBUS DP, 110-230V
LXV400.99.1R582	sc1000 Probe Module, 6 sensors, 4 mA Out, 4 mA In, 4 Relays, 110-230V



HACH COMPANY World Headquarters: Loveland, Colorado USA

United States:	800-227-4224 tel	970-669-2932 fax	orders@hach.com
Outside United States:	970-669-3050 tel	970-461-3939 fax	int@hach.com

hach.com

LIT2455 Rev 3

A14 Printed in U.S.A.

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In the interest of improving and updating its equipment,

Hach Company reserves the right to alter specifications to equipment at any time.



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CITY OF PARKVILLE Policy Report

Date: November 1, 2016

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Tim Blakeslee
Assistant to the City Administrator

ISSUE:

Approve a professional services agreement with RL Buford & Associates for the survey services for the Riverchase Sewer Replacement Project.

BACKGROUND:

The Riverchase subdivision is served by a pressure sewer system that runs along Riverchase Lane to Highway 9, then along Highway 9. The existing sanitary sewer main along Riverchase Lane has experienced multiple blockages and breaks over the years. The necessary repairs include replacement of approximately 860 feet of pressure sewer and installation of a new access pit at the intersection of Wall Street and Riverchase Lane. Additional features will be installed to assist staff with future monitoring of the sewer main. Attachment 1 includes a project map that shows the anticipated construction.

On October 10, the Finance Committee approved a work authorization with North Hills Engineering (NHE) for the engineering design of the Riverchase Sewer Replacement Project. Staff intends to budget this repair in the 2017 CIP.

The professional survey scope of services includes: (1) boundary survey; (2) survey staking; (3) title search; (4) topographic survey; and (5) legal descriptions. Based on the scope of work, staff solicited quotes from three companies who offer survey services.

<u>Company</u>	<u>Quote</u>
Aylett Survey & Engineering Company	\$8,400.00
Olsson Associates	\$9,100.00
RL Buford & Associates	\$5,780.00

The low bidder was RL Buford & Associates with a cost estimate of \$5,780.00. The City has previously worked with RL Buford & Associates on the survey services for the Main Street Sewer Repair.

BUDGET IMPACT:

This project was not included in the 2016 Capital Improvements Program (CIP). It is estimated that the Riverchase sewer repair project will cost \$46,585, including the engineering and project management fees. Staff anticipates that the design and bidding will occur in 2016, while the construction of the sewer repairs will occur in 2017. The 2017 CIP for the Sewer Fund will include the construction costs associated with the repairs in the estimated amount of \$40,000. The design cost of \$6,525 in 2016 is an unbudgeted expense, but capacity is available in other budgeted items to cover this expense. On September 20, 2016, the Board of Aldermen approved a construction agreement with Westland Construction for the 2016 Downtown Sewer Repairs in the amount of \$117,000. There was an overall cost savings of \$137,954.50.

ITEM 3D

For 11-04-16

Board of Aldermen - Finance Committee Meeting

ALTERNATIVES:

1. Approve a professional services agreement with RL Buford & Associates for the survey services for the Riverchase Sewer Replacement Project.
2. Provide alternative direction to the staff.
3. Do not approve the agreement.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approval of the professional services agreement with RL Buford & Associates for the survey services necessary for the Riverchase Sewer Replacement Project.

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 the professional services agreement with RL Buford & Associates for the survey services for the Riverchase Sewer Replacement Project in an amount of \$5,780.00.

ATTACHMENTS:

1. Project Map
2. Professional Services Agreement



1 inch = 100 feet

Shoot top and pipe cL elevation inside existing cleanout pit.

Shoot top and pipe cL elevation inside existing cleanout pit.

WALL ST.

City project will excavate and replace existing pressure sewer, using new pipe alongside. Pipe is possibly on existing lots.

Shoot top and pipe cL elevation inside existing cleanout pit.

RIVERCHASE LANE

Shoot top and pipe cL elevation inside existing cleanout/ valve pits.

Boundary survey for 3 lots/tracts affected by project, adequate to identify boundary and lot line that front the proposed project. Develop legal descriptions for easements. (Lot 26, Lot 27, Tract B.)

Limits of Topo survey. Pick up features within. Including: Utilities, service lines, pedestals, power poles electric meters, pipe risers, valve pits, valve boxes, storm sewer inlets, fire hydrants, pavement and curb, trees > 6", brushline, stone walls, etc.

MO Hwy 9

Legend

-  Exist Air/Valve Pit
-  Exist C-O Pit
-  Proposed-Pit
-  Pressure-Lines
-  Proposed Press Sewer
-  PlatteParcels7April2016

City of Parkville
Riverchase Sewer Replacement 2016
Survey Plan

PROFESSIONAL SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this 4th day of November, 2016 by and between the CITY OF PARKVILLE, MISSOURI (“City”) and R.L. BUFORD & ASSOCIATES, LLC (“Service Provider”).

WHEREAS, the City requires survey assistance with the Riverchase Sewer Replacement Project (“Project”); and

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

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 survey 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 – Work Plan, 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. Service Provider is not eligible for reimbursement for miscellaneous expenses including travel, transportation, postage, etc.
 - b. The total compensation for all services performed and expenses paid under this agreement shall not exceed five thousand seven hundred eighty and No/100 dollars (\$5,780.00).

- 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. 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 – Work Plan.
- 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:

- i. Is licensed to do business in the State of Missouri;
 - ii. Carries a Best’s policy holder rating of A or better; and
 - iii. 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

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

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: Public Works Director
 - 8880 Clark Ave.
 - Parkville, MO 64152
 - aabel@parkvillemo.gov
- ii. Notices sent by the City shall be sent to:
 - R.L. Buford & Associates, LLC
 - Attn: Robert G. Young, PLS
 - P.O. Box 14069
 - Parkville, MO 64152
 - rob@rlbuford.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 Projects 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 Agreements 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

R.L. BUFORD & ASSOCIATES, LLC

By: _____
Robert G. Young, PLS

EXHIBIT A

WORK PLAN

RIVERCHASE SEWER REPLACEMENT PROJECT

The Following Services on the above referenced property for a fee of \$5,780.00

RIVERCHASE SEWER REPLACEMENT PROJECT: Project will parallel and replace an existing sewer line along the east side of Riverchase Lane, and abandon the existing line. Survey work includes:

- a. Boundary survey to identify corners for the three parcels/tracts involved (see map). Extent of boundary survey as needed only to find corners and provide legal description for easements needed. This will involve finding the road ROW.
- b. Mark the corners along east road ROW in the field.
- c. Title search on existing three parcels/tracts noted.
- d. Provide topographic field survey of area noted on plan. Call for utility locates and pick these up as part of topo. Topo shall capture all relevant surface features: utilities, sewer and storm manhole lids and pipe inverts, curbs, pedestals, drive aprons, fences, signs, parking lot surfacing, corners of structures, etc. See other specific instructions on the map.
- e. Produce survey drawing showing property lines, corners, utilities, topo features, ownerships, existing easements. Drawing will show 2-foot contours of ground surface. Produce profile view of proposed alignment, on grid, in model space. Provide drawing in ACAD 2004 format, in addition to 24x36 hardcopy and PDF format.
- f. Provide legal description of six easements (three permanent, three temporary), for the three parcels/tracts noted. City Engineer will provide polygons in AutoCAD.

Field survey completed and survey plan submitted by December 20, 2016.

CITY OF PARKVILLE Policy Report

Date: November 2, 2016

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Matthew Chapman
Finance/HR Director

ISSUE:
Approve a property damage claim at 4906 Riverchase Lane.

BACKGROUND:

The Riverchase subdivision is served by a pressure sewer system that runs along Riverchase Lane to Highway 9, then along Highway 9. The existing sanitary sewer main along Riverchase Lane has experienced multiple blockages and breaks over the years. The homes in the Riverchase subdivision are on grinder pumps.

The house at 4906 Riverchase Lane was constructed in 2010 and the resident installed a Zoeller grinder pump. Since that time, the homeowners have experienced issues with their sanitary sewer service. The standard grinder pump installed in Riverchase, as well as in Riss Lake, is the E-One grinder pump, which is better suited for this area since it has the ability to handle higher pressures.

In March 2015, the Public Works staff sent a letter to the resident about the issue with their existing pump. The letter included a recommendation to replace their existing Zoeller pump with an E-One pump, as well as the City's plan for the short-term monitoring of the adjacent sewer main and future infrastructure upgrades needed on the sewer main.

On September 26, 2016, the City was contacted about a sewer back-up at 4906 Riverchase Lane. On October 4, 2016, the homeowner has submitted a property damage claim that included lost income/vacation time, hotel expenses, replacement of two grinder pumps and service charges for installation of the grinder pumps. The total amount of the claim was \$9,240.43.

City staff reviewed the claim and on October 14, 2016, responded with a counter offer in the amount of \$2,500. The amount would cover the cost of an E-One grinder pump and certification from pump vendor. With the counter offer, the City sent an agreement that outlined the responsibilities of each of the parties.

The residents reviewed the City's counter offer in the amount of \$2,500 and submitted a response on October 27, 2016. The resident is willing to sign the settlement agreement in exchange for \$4,500. This amount would cover the cost of a Zoeller grinder pump, cost of the E-One grinder pump, manufacturer's warranty and certification from pump vendor.

On October 10, 2016, the Finance Committee approved a work authorization with North Hills Engineering (NHE) for the engineering design of the Riverchase Sewer Replacement Project. Staff intends to budget this repair in the 2017 Capital Improvement Program (CIP). The professional services agreement with RL Buford & Associates for the survey services for the Riverchase Sewer Replacement Project is included as a separate item on this agenda.

BUDGET IMPACT:

ITEM 3E

For 11-04-16

Board of Aldermen - Finance Committee Meeting

In the Administrative budget, there is a line item for insurance deductibles, which is a placeholder until claims are recorded to the appropriate department. There is \$20,000 in this budget line item. To date, the City has spent approximately \$6,500 in this budget.

Since this expense is sewer related, it would be appropriate to have the expense come out of the Sewer Fund. There is a line item for Property & Liability, which is for premium payment for the City's property and liability coverage. To date, the City has spent approximately \$1,500 in this budget.

ALTERNATIVES:

1. Approve a property damage claim at 4906 Riverchase Lane in the amount of \$4,500.
2. Provide alternative direction to the staff.
3. Do not approve the property damage claim.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approval of the property damage claim in the amount of \$4,500.

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 the property damage claim at 4906 Riverchase Lane in the amount of \$4,500.

ATTACHMENTS:

1. Letter from City – March 11, 2015
2. Original Property Damage Claim – October 4, 2016
3. Response to Claim – October 14, 2016
4. Counter Offer from Resident – October 27, 2016



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

March 11, 2015

Mr. Daniel Gibson
4906 Riverchase Lane
Parkville, MO 64151

Dear Mr. Gibson,

The City of Parkville has evaluated the sewer related issues associated with your residence. This letter outlines our plan to address the immediate needs for the system maintenance, which will allow time for the City to program funds in our Capital Improvements Program to address the long-term issues.

The City also reviewed the specifications of the grinder pump that you are currently using at your residence. The other homes in the River Chase subdivision (as well as the Riss Lake subdivision) utilize an E-One grinder pump. Your property has a Zoeller pump. In reviewing the capacity and pump curves associated with your pump, the City has determined that the Zoeller pump is not properly suited. The Zoeller pump has the capacity, but the pump is not tolerant of high pressures. It is likely that the Zoeller pump will burn out, since it is being overtaxed. The City requests that when you replace your pump, replace it with an E-One or equivalent grinder pump. Please contact the City staff to assist you with finding a suitable pump.

The City staff intends to perform the following to address the immediate maintenance issues:

1. The Wastewater Division added this area to its monthly maintenance schedule to monitor the pressure gauges on the main line. Also, our staff has recently replaced the pressure gauge on the existing clean-out on the uphill side of the main, on the east side of the street.
2. The Wastewater Division will also provide water jetting of the main line twice a year. This preventative maintenance of the line will help us to keep the line clear of obstructions.

Additional upgrades to the sanitary sewer main are necessary. The proposed upgrades includes replacing of the sewer line on the east side of the street, installing of gradual transitions from one pipe size to another, and reducing the number of fittings and bends in the line. The project will be evaluated with other sewer system priorities and implemented when funding allows, subject to Board of Aldermen review and approval.

Please feel free to contact me if you have any questions regarding our plan to help alleviate your sewer issues.

Sincerely,

A handwritten signature in cursive script that reads "Alys M. Abel".

Alys M. Abel, P.E.
Public Works Director

CC: Nan Johnston – Mayor
Lauren Palmer – City Administrator
Greg Plumb – Ward 4 Alderman
Marc Sportsman – Ward 4 Alderman
Jay Norco, P.E. – City Engineer
Richard Wilson – Alliance Water Resources

CITY OF PARKVILLE, MISSOURI INJURY/DAMAGE CLAIM FORM

All persons making a claim against the City for personal injuries or property damage must complete this form. The term "incident" refers to the circumstances that you allege caused the injury and/or damage to you and/or your property.

INSTRUCTIONS

- A. All items on this form must be completed. Insert the word "None" where applicable.
- B. State law requires that claims for damages to or for loss or destruction of property or for personal injury against the City must be submitted in writing to the City.
- C. Attach two (2) estimates and/or all receipts regarding this incident.
- D. Following receipt of this claim, the City will request an incident report from the City employee(s)/department(s) involved.
- E. Following receipt of this claim, the City has **120** days to settle or deny the claim. Your claim is deemed denied if no action is taken within 120 days following the filing of your claim.
- F. If you do not fully understand your rights and duties in making this claim, you should consult an attorney.
- G. Return this form to the Human Resource Department, 8880 Clark Avenue, Parkville, MO 64152

CLAIMANT

Name Daniel & Nicolette Gibson Home Phone (816) 587-1431
 Address 4906 Riverchase Ln Other Phone Cell (816) 719-5609
 City Parkville State MO Zip 64151
 Birthdate 11/25/1976

INCIDENT

Name of Department/City Employee Involved in Incident (if known):

Public Works Sewer

Location of Incident 4906 Riverchase Ln

Day/Date of Incident 12 Separate Incidences: First two on 11/14/2010 and 12/20/2010 Last 2 on 7/31/2016 and 9/26/2016

Time of Incident Last Incident at 18:40 on 9/26/2016

Amount of Claim:

Property Damage	\$ <u> 9,240.43 </u>	<i>Attach two (2) estimates and/or all receipts regarding this incident</i>
Personal Injury	\$ <u> NONE </u>	<i>Attach itemized invoices and medical records</i>
Total	\$ <u> 9,240.43 </u>	

CITY OF PARKVILLE, MISSOURI
INJURY/DAMAGE CLAIM FORM

Description of Incident: (State below, in detail, all known facts and circumstances relating to the damage or injury to persons or property involved and the cause thereof.)

From November 14th, 2010 until the current date, there have been at least twelve (12) incidents involving the sewer line owned by the City of Parkville. Each incident has consisted of the City owned sewer line becoming clogged and preventing the Gibsons' grinder pump from operating properly. These continued incidents have caused two of the Gibsons' grinder pumps to fail. At this time we are seeking reimbursement for the cost of replacing and installing two grinder pumps, labor spent diagnosing and servicing the grinder pump system, lost income and vacation time, and hotel stays when forced to relocate.

In 2010, the homeowners completed construction of their home, 4906 Riverchase Lane. Throughout the construction process, the City of Parkville inspected and approved all construction permits, including the inspection of the grinder pump system installed. The City of Parkville has approved the use of low pressure sewer systems. At no time, prior to or during the construction phase of the home, did the City communicate that a specific grinder pump brand, type, and with certain specifications be used in the Riverchase Subdivision. As of this date, the City has not provided the historical approved, detailed engineered plan of the sewer system for the Riverchase Subdivision.

Over the past six years, the homeowner's grinder pump alarm has repeatedly sounded. Each time, an evaluation of the problem was made to determine if the alarm was sounding because the homeowner's grinder system was misoperating or if the City's sewer main was clogged. With the exception of two incidents, the problem was always found to be with the City's sewer line. The two exceptions were found to be premature pump failure due to the previous and repeated clogs in the sewer main. Each and every time this occurred, the homeowner diagnosed the problem rather than calling a grinder pump service tech, so as to shorten the restoration time. These repeated incidents caused both homeowners to lose vacation days and income, as well as their time spent dealing with these issues on nights and weekends. Several times the family was misplaced; this was due to their inability to run water for bathing, washing, toileting, etc... while they waited for the City to restore their sewer service. Sometimes they were able to stay with family, however on a few occasions they had to relocate to hotels. The homeowners have 3 children who are now ages 5, 7 and 9. In addition, there was also the financial burden of installing new grinder pumps including additional required parts.

Each incident from November 14th, 2010 until September 26th, 2016 has been reported to the City. The issue has been communicated to the Public Works Dept., including two separate Directors; it was also brought before the Board of Aldermen in 2010. No suitable actions or plans to permanently fix the issue have taken place over the course of these six years.

In addition to the financial burden that this has caused, there is also the stress that has been created by this chronic and unpredictable situation. Throughout these years, the Gibsons have lived as residents in the City of Parkville, never knowing when the next clog would occur: any time day or night, weekday or weekend, any season, during family celebrations, holidays and during the illness and death of loved ones. Each time the clog occurred, the family was forced to immediately cease all water use, regardless of their current activities. You cannot put a price tag on this kind of chronic stress. It is highly unlikely that any other Parkville resident has incurred this sort of hardship with both the frequency and duration, repeatedly having to deal with the same issue multiple times a year for six years. These costs far exceed the amount requested on this claim form.

CITY OF PARKVILLE, MISSOURI
INJURY/DAMAGE CLAIM FORM

Property Damage:

a. Name/Address of property owner, if other than claimant:

b. State description of damage to property:

ITEM #1

Haynes Equipment sells, installs and services grinder pumps in the Riverchase Subdivision. In order to determine the cost of labor Daniel Gibson (homeowner) performed by installing the grinder pumps, Haynes Equipment provided a bid to install a new grinder pump (see Attachment 1, second paragraph highlighted yellow). The price to install a new grinder pump is \$828. The homeowner installed both grinder pumps that failed due to the clog in the city sewer main. The homeowner will be installing a third new grinder pump once it is purchased. The total dollar amount of labor incurred by homeowner is shown below.

\$828 X 2 installation = **\$1656**

ITEM #2

The two grinder pumps that failed were purchased from Neenan Company by the homeowner. A bid for replacement of each pump was provided by the Neenan Company (see attachment 2, bottom of page highlighted in yellow & Attachment 3, top of page highlighted yellow). The cost of each pump with tax included is \$1,614.63. The new pump to be purchased from Haynes Equipment with tax included (see Attachment 1, first highlighted paragraph in yellow) is \$2,305.28. The total dollar amount incurred by the homeowner is shown below.

\$1614.63 X 2 grinder pumps = **\$3,229.26** (new grinder pump not included)

ITEM #3

Each time the homeowner's grinder pump alarm sounded, the homeowner diagnosed the issue. Over 12 incidents occurred that required the homeowner to determine the reason as to why the grinder pump was not working properly. Each time the issue was determined to be caused by the city owned sewer main. In order to determine the cost of labor to perform the diagnostic work the homeowner performed, a bid was supplied by Haynes Equipment for the minimum cost of a service call (see Attachment 1, third paragraph highlighted in yellow), which is \$184. The total dollar amount of labor incurred by the homeowner is shown below.

\$184 X 12 service calls = **\$2,208**

ITEM #4

The homeowners lost vacation days and income to deal with these incidents.

ITEM #4.1

Mr. Gibson was forced to use a total of three vacation days to deal with some of the incidents. Mr. Gibson's vacation cost is \$432.39/day (see Attachment 4, top of page highlighted in yellow). Total vacation costs: \$432.39 X 3 days = **\$1,297.17**

ITEM #4.2

Due to being misplaced from their home, Mrs. Gibson lost a bare minimum of 10 hours of billable time. Mrs. Gibson's billable time is 5 hours/day at \$38/hour (see Attachment 5, 1st page circled in yellow).

Total billable hours of lost income: \$38/hour X 5 hours X 2 days = **\$380**

ITEM #4.3

On three occasions, the homeowners were forced to move their family to a hotel costing approximately \$150/night (see Attachment 6).

Hotel costs: \$150 X 3 days = **\$450**

Grand Total = \$9,220.43

INCIDENT-Cont.

CITY OF PARKVILLE, MISSOURI
INJURY/DAMAGE CLAIM FORM

Personal Injury:

- a. State nature and extent of injury which forms the basis of this claim: **N/A**
- b. If medical treatment was sustained as a result of the incident, provide names of physicians and medical treatment facility:
N/A

WITNESSES

If there were witnesses to the incident, please provide the following information:

Name <u> Parkville Public Works Employees and Contractors </u>	Name <u> Former and Current Parkville Public Works Directors </u>
Address _____	Address _____
City _____ State _____ Zip _____	City _____ State _____ Zip _____
Phone _____	Phone _____

INSURANCE COVERAGE

Do you have insurance coverage for your damages/injury? Yes No

If yes, please give name and address of insurance company:

Policy Number _____

Have you filed a claim with your insurance carrier as a result of this incident? Yes No

If yes, is it full coverage? Yes No Deductible amount \$ _____

If claim has been filed with your carrier, what action has your insurer taken or proposed to take with regard to your claim? **N/A**

REPRESENTATIVE

Claimant's Representative: If you have authorized any person to act on your behalf in settling this claim, state that person's information here:

Name: **Have not yet retained legal services.**

Address: _____

City: _____ State _____ Zip _____

Phone: _____

Title/Relationship to Claimant: _____

Does notice by the City to the above representative constitute notice to you? Yes No **N/A**

CITY OF PARKVILLE, MISSOURI

INJURY/DAMAGE CLAIM FORM

I certify that the amount of claim covers the damages and/or injuries caused by the incident above, and I agree to accept said amount in full satisfaction and final settlement of this claim, if awarded by the City.

SIGNATURE OF CLAIMANT

DATE



October 14, 2016

Certified Mail - Return Receipt Requested

Daniel and Nicolette Gibson
4906 Riverchase Lane
Parkville, Missouri 64151

Re: City of Parkville, Missouri Damage Claim

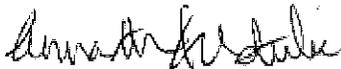
Dear Mr. and Mrs. Gibson:

I represent the City of Parkville, Missouri (the "City") and write to you on the City's behalf. The City has received and evaluated the damage claim form you submitted on October 6, 2016 (the "Claim"). Enclosed please find a Sanitary Sewer Line Agreement (the "Agreement") regarding the Claim. If the terms of the Agreement meet with your approval, please sign the Agreement and return to City Hall, 8880 Clark Avenue, Parkville, Missouri 64152.

Please contact me if you have any questions. Thank you.

Best regards,

Stinson Leonard Street LLP



Anna M. Krstulic
Assistant City Attorney

AMK:SLS

cc: Lauren Palmer, City Administrator
Stephen Chinn, City Attorney

Enclosure

SANITARY SEWER LINE AGREEMENT

THIS SANITARY SEWER LINE AGREEMENT (this "**Agreement**") is made as of this _____ day of _____, 2016 by and between Daniel and Nicolette Gibson, husband and wife (the "**Owners**"), with an address of 4906 Riverchase Lane, Parkville, Missouri 64151 (the "**Property**"), and the City of Parkville, Missouri, a Missouri municipal corporation with an address of 8880 Clark Avenue, Parkville, Missouri 64152 (the "**City**").

RECITALS

A. Owners have contacted the City regarding sanitary sewage issues occurring on the Property beginning in late 2010 and continuing through the date hereof (the "**Sanitary Sewage Issues**").

B. The City evaluated the Property and the sanitary sewer main line serving the Property (the "**Sanitary Sewer Line**") and sent a letter to Owners dated March 11, 2015, attached hereto as Exhibit A (the "**Letter**"), identifying recommendations for addressing the Sanitary Sewage Issues.

C. The Letter identified a Zoeller grinder pump (the "**Zoeller Pump**") installed on the Property by the Owners that is not properly suited to address the sanitary sewage needs of the Property.

D. The Letter recommended the Owners install an E/One grinder pump (the "**E/One Pump**") on the Property, as well as other Sanitary Sewer Line maintenance to be performed by the City, to address the Sanitary Sewage Issues.

E. The City has inspected the pressure gauges on the Sanitary Sewer Line three (3) times per week since the date of the Letter, and has jetted the Sanitary Sewer Line three (3) times, or once every six (6) months, since the date of the Letter. This additional monitoring and jetting have not identified any clogging of the Sanitary Sewer Line.

F. The City has diligently pursued analysis of potential upgrades to the Sanitary Sewer Line, which upgrades shall be completed subject to review and approval by the City's Board of Aldermen and necessary Capital Improvements Program budget appropriations.

G. On or about September 26, 2016, the Zoeller Pump failed and Owners submitted a damage claim to the City on or about October 6, 2016 (the "**Claim**").

H. The City has evaluated the Claim and determined that it is not possible to identify the extent to which the Claim is a result of the Sanitary Sewer Line or the Zoeller Pump. Owners and the City desire to compromise and settle the Claim and agree that execution of this Agreement will be to the mutual benefit of the Owners and the City.

AGREEMENT

In consideration of the promises and agreements contained in this Agreement, Owners and the City (the "**Parties**") agree as follows:

1. Purchase and Installation of E/One Pump. Owners shall purchase and install the E/One Pump. Following installation, Owners shall engage Haynes Equipment (the "**Vendor**") to certify in writing that the E/One Pump was properly installed on the Property (the "**Certification**").

2. Settlement of Claim. Owners shall submit the Certification to the City. Within thirty (30) days of receipt thereof, the City shall pay Owners the sum of Two Thousand Five Hundred Dollars and 00/100 (\$2,500.00). Owners understand the money paid in this settlement is a compromise settlement of a disputed Claim, is in settlement for all damages arising out of the Claim, and is not to be considered an admission of any responsibility or liability by the City.

3. E/One Pump Maintenance. Owners shall be responsible for maintaining the E/One Pump on the Property after installation. The City makes no warranties regarding the performance or operation of the E/One Pump, or the performance of Vendor.

4. Sanitary Sewer Line Maintenance. City shall continue to monitor the Sanitary Sewer Line pressure gauges at least once per month, and provide water jetting of the Sanitary Sewer Line once every six (6) months until completion of upgrades to the Sanitary Sewer Line, subject to review and approval by the City's Board of Aldermen and necessary Capital Improvements Program budget appropriations.

5. Release. Owners, on their own behalf and on behalf of anyone who could have made any claim through them, agree to unconditionally RELEASE AND FOREVER DISCHARGE THE CITY as well as any and all of its former and current elected officials, predecessors, its successors in interest and assigns, its affiliated entities, its former and current employees, its officers, directors, independent contractors, plan administrators, insurers, agents and representatives, including any and all attorneys, from any and all liability, claims, actions, demands, suits or causes of action whatsoever, whether foreseen or unforeseen, known or unknown, arising out of the Sanitary Sewage Issues and the Claim. This release applies to all such claims, whether known to Owners or not, arising either directly or indirectly out of the Sanitary Sewage Issues and the Claim, the E/One Pump, and/or this Agreement. Owners understand that this Agreement is a full release and waiver of any and all claims which they may have against the City.

6. No Admission of Liability. Owners further understand and agree that neither this Agreement nor any action taken hereunder is an admission by the City of violation of any local, state, federal, or common law. Owners understand that the City expressly denies any such violation.

7. Acknowledgment. Owners acknowledge that they have been advised to consult with independent legal counsel before entering into this Agreement. Owners

expressly acknowledge that they have completely read and understand every provision of this Agreement, that they have executed this Agreement voluntarily, and that no promise, inducement and/or agreement not expressed in this Agreement has been made to them.

8. Severability. If any provision of this Agreement is held invalid by any court of competent jurisdiction as a result of a claim, demand, or cause of action brought by or on behalf of Owners, then the remaining provisions of the Agreement shall continue to be valid and enforceable.

9. Entire Agreement. This Agreement contains the entire agreement between Owners and the City and supersedes all prior agreements between them with respect to the matters contemplated hereby. No modification or waiver of any provision of this Agreement is valid unless in writing and signed by both Owners and the City.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute together one and the same agreement. Any party to this Agreement may execute this Agreement by signing any such counterpart.

11. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri.

12. Successors and Assigns. This Agreement will be binding upon the parties and her and their heirs, administrators, representatives, executors, successors, and assigns.

[Remainder of page intentionally left blank; signatures follow]

IN WITNESS WHEREOF, the Parties set their hands to this Agreement as of the date and year first above written.

City of Parkville, Missouri, a Missouri municipal corporation

By: 
Lauren Palmer
City Administrator

ATTEST:

By: 
Matthew Chapman
Finance/Human Resources Director

IN WITNESS WHEREOF, the Parties set their hands to this Agreement as of the date and year first above written.

Daniel Gibson, an individual

By: _____
Husband

Nicolette Gibson, an individual

By: _____
Wife

EXHIBIT A



CITY OF PARKVILLE • 8880 Clark Avenue • Parkville, MO 64152 • (816) 741-7876 • FAX (816) 741-0013

March 11, 2015

Mr. Daniel Gibson
4906 Riverchase Lane
Parkville, MO 64151

Dear Mr. Gibson,

The City of Parkville has evaluated the sewer related issues associated with your residence. This letter outlines our plan to address the immediate needs for the system maintenance, which will allow time for the City to program funds in our Capital Improvements Program to address the long-term issues.

The City also reviewed the specifications of the grinder pump that you are currently using at your residence. The other homes in the River Chase subdivision (as well as the Riss Lake subdivision) utilize an E-One grinder pump. Your property has a Zoeller pump. In reviewing the capacity and pump curves associated with your pump, the City has determined that the Zoeller pump is not properly suited. The Zoeller pump has the capacity, but the pump is not tolerant of high pressures. It is likely that the Zoeller pump will burn out, since it is being overtaxed. The City requests that when you replace your pump, replace it with an E-One or equivalent grinder pump. Please contact the City staff to assist you with finding a suitable pump.

The City staff intends to perform the following to address the immediate maintenance issues:

1. The Wastewater Division added this area to its monthly maintenance schedule to monitor the pressure gauges on the main line. Also, our staff has recently replaced the pressure gauge on the existing clean-out on the uphill side of the main, on the east side of the street.
2. The Wastewater Division will also provide water jetting of the main line twice a year. This preventative maintenance of the line will help us to keep the line clear of obstructions.

Additional upgrades to the sanitary sewer main are necessary. The proposed upgrades includes replacing of the sewer line on the east side of the street, installing of gradual transitions from one pipe size to another, and reducing the number of fittings and bends in the line. The project will be evaluated with other sewer system priorities and implemented when funding allows, subject to Board of Aldermen review and approval.

Please feel free to contact me if you have any questions regarding our plan to help alleviate your sewer issues.

Sincerely,

A handwritten signature in cursive script that reads "Alys M. Abel".

Alysen M. Abel, P.E.
Public Works Director

CC: Nan Johnston – Mayor
Lauren Palmer – City Administrator
Greg Plumb – Ward 4 Alderman
Marc Sportsman – Ward 4 Alderman
Jay Norco, P.E. – City Engineer
Richard Wilson – Alliance Water Resources

From: Daniel Gibson
Date: October 27, 2016 at 1:49:59 PM CDT
To: Mark Sportsman
Subject: Response to Settlement Agreement

Marc, I have attached my rough draft (Word Document) and attachments of my response to the settlement agreement I received on the 14th. This does not include my original attachment I sent with the claim I submitted a couple of weeks ago. Look it over, let me know what you think and if needs to be submitted to everyone CC'd on the original response I received from the City. Thanks in advance.

Total Out of Pocket

1st Zoeller grinder pump cost with tax: \$1,614 (This **will not be** included in the settlement because a grinder pump was required when home was built)
2nd Zoeller grinder pump cost with tax: \$1,614 (This **will be** included in the out of pocket, result of sewer main clog, **does not** include install costs)
E/One grinder pump cost with tax: \$2,305 (This **will be** included in the out of pocket result of sewer main clog, does not include install costs)
E/One grinder pump Installation: \$828 (This **will not be** included in out of pocket cost, Owner agrees to install pump)
E/One Grinder pump warranty : \$400 (This **will be** included in out of pocket cost, potential future damage to pump if sewer main clogs)
E/One Grinder pump Certification: \$184 (This **will be** included in cost if Owner agrees to install pump)

If **Owner** installs pump Total: \$1,614 (1-Zoeller pump) + \$2,305 (1-E/One pump)+ \$400 (warranty) + \$184 (certification) = \$4,503

If **Haynes** installs pump Total: \$1,614 (1-Zoeller pump) + \$2,305 (1-E/One pump)+ \$400 (warranty) + \$828 (Installation) = \$5,147

The Owner would be willing to accept the lesser of the amount and install pump their self **\$4,500**
Owner believes this is a fair compromise. Owner is not looking to recoup any other costs (lost wages, lost vacation days, past installation and servicing of pumps, hotel fees, etc.)
Owner would be willing to agree and sign the original settlement agreement proposed by the City.

CITY OF PARKVILLE Policy Report

Date: November 1, 2016

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Tim Blakeslee
Assistant to the City Administrator

ISSUE:

Approve a change order with Foley Company for the repairs to the Pinecrest Pump Station.

BACKGROUND:

On September 1, 2015, the Board of Aldermen approved a construction agreement with Irvinbilt Constructors for the Pinecrest Pump Station wet well repairs. During the design of the wet well repairs, the discharge pipe associated with one of the pumps at the pump station was evaluated. At that time, staff concluded that there were no issues with the pipe, so no repairs were included in the project design.

On October 24, 2016, annual preventative maintenance was performed on the Pinecrest Pump Station. During that evaluation, staff found that the discharge pipe was leaking inside the wet well. In the interim, the pump associated with the discharge pipe has been shut down.

On August 16, 2016, the Board of Aldermen approved a construction agreement with Foley Company for the Clarifier Floor Replacement. Foley has completed the work associated with the clarifier floor at the Wastewater Treatment Facility (WWTF). Foley Company has the capability to perform the necessary work on the Pinecrest Pump Station discharge pipe. They provided an estimated time and materials estimate of \$2,942.47 for the work.

Since the pump station is currently working on a single pump, staff considered this an emergency situation. Since the City has a contractual relationship with Foley Company, the work could be accomplished easily through a change order. Staff also reached out to H&H Septic to obtain a quote, but the scope of the pump station repair was beyond their capabilities.

Staff anticipates that the repair work can be completed in one day. The work will require bypass pumping, which can be rented from Thompson Pump at an estimated cost of \$750. Additionally, the wet well will need to be cleaned, which can be performed by H&H Septic at an estimated cost of \$900. Staff can purchase the materials for the project directly through Win Waterworks, at an estimated cost of \$700, rather than paying a 3% markup by going through the contractor.

BUDGET IMPACT:

The 2016 Sewer Fund includes \$20,000 for Pump Station Maintenance. To date, the City has spent approximately \$12,000. However, there are several expected expenses that will occur prior to the end of 2016. Those expenses included: (1) replacement pump for South National Pump Station; and (2) preventative maintenance on the remaining pump stations. With the expected expenses, the projected year-end budget for the pump station maintenance line item is \$33,000.

ALTERNATIVES:

1. Approve the change order with Foley Company for the Pinecrest Pump Station repairs.
2. Provide alternative direction to staff.
3. Postpone the item.

ITEM 3F

For 11-04-16

Board of Aldermen - Finance Committee Meeting

STAFF RECOMMENDATION:

Staff does not recommend deferring the necessary maintenance since the Pinecrest Pump Station will serve the proposed QuikTrip development. Staff recommends the approval of the change order with Foley Company for the Pinecrest Pump Station repairs in the amount of \$2,942.47.

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 the change order with Foley Company for the Pinecrest Pump Station repair in the amount of \$2,942.47.

ATTACHMENTS:

1. Construction Agreement – Foley Company
2. Change Order No. 3

CITY OF PARKVILLE, MO

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

**PUBLIC IMPROVEMENT OF:
CLARIFIER FLOOR REPLACEMENT AT THE PARKVILLE WWTF, 2016**

This agreement is made and entered into this 18th day of August, 2016, by and between the City of Parkville, Missouri, (hereinafter the "City") and Foley Company (hereinafter the "Contractor").

WITNESSETH:

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

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

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

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

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

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

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

ARTICLE II. The City shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of Thirty Two Thousand Three Hundred Dollars and no/100 DOLLARS (\$32,300.00) (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

ARTICLE III. The contractor shall commence work upon the date stated in the Notice to Proceed and will complete all work by this Contract by October 1, 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 \$250.00 for each and every calendar day the work remains incomplete over the specified completion time. Additional time requirements are set forth on the Drawings.

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

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

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

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	List of Plans (by sheet number and date), including all addenda thereto
Exhibit D-1	Documentation on Existing Clarifier Tank and Drive Unit. (Included for reference)
Exhibit E	Contractor's Affidavit Acknowledging Federal Lobbying Activities and Conflict of Interest Prohibition
Exhibit F	Sales tax exemption documentation forms
Exhibit G	Contractor's Affidavit of Compliance with Non-Discrimination and Equal Employment Opportunity Laws
Exhibit H	Affidavit of Compliance with Safety Training Requirements (§292.675 R.S. Mo.)
Exhibit I	Affidavit of Compliance with R.S. Mo §285.530.6
Exhibit J-1	Applicable Missouri Prevailing Wage Rates
Exhibit J-2	Prevailing Wage Rate Reporting Form
Exhibit J-3	Certification of Compliance with Prevailing Wage Requirements
Exhibit K	Insurance Requirements
Exhibit L	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 thru counterparts of this contract in the prescribed form and manner, the day and year first above written.



CITY OF PARKVILLE, MISSOURI

Nanette K. Johnston

By: Nanette K. Johnston

Title: Mayor

ATTEST:

Melissa McChesney
Melissa McChesney, City Clerk

Chris Callegari

Foley Company
Chris Callegari
7501 E. Front Street
Kansas City, MO 64140
816-241-3335

By *Chris Callegari*

Title *President*

(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.)

Change Order

PROJECT:
Clarifier Floor Replacement at the Parkville
WWTF

CHANGE ORDER NUMBER: Three (3)
DATE: November 4, 2016

TO CONTRACTOR (*Name and Address*):
The Foley Company
7501 E. Front St.
Kansas City, MO 64120

PROJECT NO.: n/a
CONTRACT DATE: August 16, 2016

THE CONTRACTOR IS CHANGED AS FOLLOWS:

The original Contract Sum was	\$ 32,300.00
The net change by previously authorized Change Orders	\$ (5,000.00)
The Contract Sum prior to this Change Order was	\$ 27,300.00
The Contract Sum will be increased/ decreased by this Change Order in the amount of	\$ 2,942.47
The new Contract Sum including this Change Order will be	\$ 30,242.47

The Contract Time will be increased by 45 days.

The date of Substantial Completion as of the date of this Change Order therefore is: 11/22/16

This Change Order represents a complete and final resolution of all matters concerning or arising out of the work described in the Change Order, including any impact, delay, disruption and/or acceleration of work unless specifically identified herein.

Description of Change: Labor, equipment and miscellaneous fees associated with the work to repair the Pinecrest pump station discharge pipe, based on the attached rate schedule, in an estimated amount of \$2,942.47.

Description	Est Quantity	Unit Price	Total
<u>Labor:</u>			
Project Management	4 hours	\$91.02	\$364.08
Plumber General Foreman	12 hours	\$99.08	\$1,188.96
Plumber Journeyman	8 hours	\$89.00	\$712.00
Teamster (equipment and tool pickup/delivery)	2 hours	\$150.00	\$300.00
Trash Haul off, if needed	1 hour	\$100.00	\$100.00
<u>Misc Items:</u>			
Small Tools	3%	\$2,565.04	\$76.95
Safety	1.50%	\$2,565.04	\$38.48
<u>Equipment Rental:</u>			
Job Truck	1 ea	\$150.00	\$150.00
Equipment Rental Fee	8%	\$150.00	\$12.00
<u>Rental Tools:</u>			
Rental Tools	TBD		
Tool Rental Fee	8%		

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

FOLEY COMPANY

CONTRACTOR (*Firm name*)

7501 E. Front Street, Kansas City, MO 64120

ADDRESS

BY (*Signature*) Chris Callegari, President

DATE

CITY OF PARKVILLE, MISSOURI

OWNER (*Firm Name*)

8880 Clark Avenue, Parkville, MO 64162

ADDRESS

BY (*Signature*) – Nanette K. Johnston

DATE