



COMMUNITY LAND AND RECREATION BOARD

Regular Meeting (#16-125) Agenda
CITY OF PARKVILLE, MISSOURI
Wednesday, July 13, 2016 7:00 pm

- 1. CALL TO ORDER**
 - A. Roll Call
- 2. CITIZEN INPUT**
- 3. CONSENT AGENDA**
 - A. Approve the minutes for the June 8, 2016 regular meeting
- 4. ACTION AGENDA**
 - A. Dead tree complaint
 - B. 5K/10K signage proposal
- 5. STAFF UPDATES ON ACTIVITIES**
 - A. Administration
 1. Upcoming Events Update
 2. Parks Master Plan 4th of July Public Input Update
 - B. Public Works
 1. April Parks Report
 2. Eagle Carving Update
 3. Tree City USA
- 6. MISCELLANEOUS ITEMS FROM THE BOARD**
- 7. ADJOURN**



COMMUNITY LAND AND RECREATION BOARD

Regular Meeting (#16-123)

MINUTES

CITY OF PARKVILLE, MISSOURI

Thursday, June 8, 2016 6:00 pm

ELP East Shelter

1. CALL TO ORDER

The meeting was called to order at 6:00 p.m. Roll was called by Tim Blakeslee. Members present were: Neil Davidson, Phil Wassmer, Michelle Flamm, Linda Arnold, Bob Stuteville, Susan Robb, Bill Gresham and Liaison Marc Sportsman. Present for Platte County were Julie Rule and Noel Challis. Absent with notice was Laura Ozenberger. Absent without notice was Adam Zink. Present for the City, Tim Blakeslee (Assistant to the Administrator), Tom Barnard (Parks Superintendent) and Bonnie Buckmaster (Public Works Assistant). A quorum was present.

2. CITIZEN INPUT

None

3. CONSENT AGENDA

A. Approve the minutes for the May 11, 2016 regular meeting.

PHIL WASSMER MOVED TO APPROVE THE MINUTES FROM THE MAY 11, 2016 REGULAR MEETING. NEIL DAVIDSON SECONDED; MOTION PASSED 6-0.

4. NON-ACTION AGENDA

A. Parks Master Plan Steering Committee Meeting

Larry Reynolds presented a recap of the most recent information regarding the Parks Master Plan on behalf of Vireo. Discussions included feedback from the focus group of the open house and on-line survey results including the old and proposed park vision and mission statements. The results from the 48 participants from the open house and the 286 participants from the on-line survey showed strong support for continued environmental stewardship, preservation of and investment in natural areas along with trail connections and enhancing bike/ped facilities and maintaining existing facilities while working to fund construction of new ones. There was further discussion of camping and boat/kayak storage and liability. Discussion also included top riverfront improvements, facilities that best needs, and park priority levels. There was also discussion on the comparative analysis of the on-line survey vs. open-house results.

Larry Reynolds presented three (3) preliminary design concept plans of the riverfront parks for review and discussion, which include Concept (A) The Mall, Concept (B) The Boardwalk and Concept (C) Promenade. Platte Landing Park concepts were similar in all three (3) concepts. The board was pleased with the Platte Landing Park plans.

Concept (A) The Mall focuses on bringing people closer to the river with green space and possibly incorporating a boardwalk. It also included dividing the active and passive park spaces with a road in English Landing Park. Rerouting Rush Creek was noted by adding a culvert which would run under the parking lot. Discussion included the large expense for the culvert. if a new road was built if a new road was built, there was a separate concern of losing trees and of kids crossing the street. The Board loves the idea of a boardwalk along the river. This concept received generally positive remarks.

Concept (B) The Boardwalk is more intensely developed with shops, restaurants, a multi-family dwelling, parking, and bringing a road through the park for more access to park amenities. This concept focuses more on boardwalk shops than open green space for events. Board has a concern that it doesn't fit in with the character of the park and that it would be difficult to engineer as a result of the flooding nature of the park.

Concept (C) Promenade focuses on a pedestrian walkway with development near the railroad tracks. A road would be brought down to the riverfront/boardwalk. This concept also incorporates additional shelters and a road along the creek. Board commented on the large amount of parking and that the Public Works Parks Building with Sewer Pump Station needs to stay where it is. There were also comments regarding maybe incorporating parts of A and C together.

Below is a breakdown of Likes and Dislikes of A & C. All agree on the Platte Landing Park additions of ball diamonds, additional trails, and that the Sewer Pump Station needs to stay, and that if Grigsby field is removed it would have to be replaced.

Concept A Likes:

- Outer road separating active and passive
- Boardwalk
- Promenade
- Mall
- Bridges over White Aloe Creek
- Road going East of Park has better traffic flow than Concept C
- Proximity to the mall from the RR tracks
- PLP

Concept A Dislikes:

- Rerouting Rush Creek
- Existing Buildings

Concept (C) Likes:

- Driving right up to the River
- Rush Creek is not redirected
- Visual to the River
- Promenade walk for vendors/activities
- Bridges over White Aloe creek
- PLP

Concept (C) Dislikes:

- Traffic on West side of the River – to have fewer roads through the Park
- Residential and Retail Parking Garage – could be green space

There will be a booth set up at the 4th of July Celebration with pictures of proposed concepts for public review and comment.

5. STAFF UPDATES ON ACTIVITIES

A. Administration

1. Future Event Updates

- 5k Color Run June 11, 2016
- Rock N Roll Fest June 17-18, 2016
- 5k Father's Day Run June 19, 2016

2. English Landing Park Restroom Update.

- Highlighted that the Board of Aldermen is focusing on interior and then the exterior of the restroom.

B. Public Works

1. Parks Report

- The parks report is included in the packet.

2. Tree City USA

- City applied for a TRIM grant in English Landing Park.

6. MISCELLANEOUS ITEMS FROM THE BOARD

None

7. ADJOURN

NEIL DAVIDSON MOVED TO ADJOURN AT 7:20 P.M. PHIL WASSMER SECONDED; MOTION PASSED 6-0.

The minutes for June 8, 2016, regular meeting, having been read and considered by the Community Land and Recreation Board, were approved on this the 13th day of July 2016.

Staff name and title

Approval date

CITY OF PARKVILLE Policy Report

Date: July 7, 2016

Prepared By:
Tim Blakeslee
Assistant to the City Administrator

Reviewed By:
Lauren Palmer
City Administrator

ISSUE:

Approve and send a notice of required tree removal for two dead trees located on private property at 8 West 5th Street.

BACKGROUND:

On June 21, 2016, City staff received a complaint from regarding two possible dead trees located in the back yard at 8 West 5th Street. Section 150.150 of the Parkville Municipal Code states the following:

The City shall have the right to cause the removal of any dead or diseased trees on private property within the City when such trees constitute a hazard to life and property or harbor insects or disease which constitute a potential threat to other trees within the City. The Community Land and Recreation Board will notify in writing the owners of such trees. Removal shall be done by said owners at their own expense within sixty (60) days after the date of service of notice. In the event of failure of owners to comply with such provisions, the City shall have the authority to remove such trees and charge the cost of removal on the owner's property tax notice.

City staff inspected the two trees with a certified arborist from Urban Tree Specialists on July 6, 2016. The certified arborist from Urban Tree Specialists was able to view the trees in question located at 8 West 5th Street from multiple angles from an adjoining property with consent for access from the neighbor. It is the opinion of the certified arborist that the two trees in question are dead and could constitute a hazard to life and property if they were to fall (Attachment 1). As a result, staff recommends that the Community Land and Recreation Board approve and send the resident of 8 West 5th Street a notice of required tree removal (Attachment 2).

BUDGET IMPACT:

There is no immediate budget impact.

ALTERNATIVES:

1. Approve and send notice of required tree removal for a dead or diseased tree located on private property at 8 West 5th Street.
2. Provide other director to staff.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends that the Community Land and Recreation Board approve and a send notice of required tree removal for two dead trees located on private property at 8 West 5th Street.

POLICY:

Section 150.150 of the Parkville Municipal Code states *the City shall have the right to cause the removal of any dead or diseased trees on private property within the City when such trees constitute a hazard to life and property.*

ITEM 4A

For 07-13-16

Community Land and Recreation Board

SUGGESTED MOTION:

I move to approve and a send notice of required trees removal for two dead trees located on private property at 8 West 5th Street.

ATTACHMENT:

1. Statement from certified arborist
2. Notice of required tree removal



City of Parkville
 Tim Blakeslee
 8800 Clark Ave
 Parkville, MO 64152

Proposal Date: 7/11/2016
Work Site: 8325 N Harbor Pl
 Parkville, MO 64152
Proposed By: Bret Cleveland
Ad Source: Referral
Work: 816-741-7676
Mobile: 614-717-5154

Qty	Plant	Location	Cost
0	Job Location	Job Location: 8 W 5th St, Parkville, MO	\$0.00
2	Poplar	Consulting services by Bret A Cleveland - ISA Certified Arborist - MW - 4393A -- We were not able to access the backyard of the property where the trees were located to see the base or lower trunks and vines covered the view of a significant portion of the lower 1/3rd of the trunks; however from the amount of bark peeling throughout the entire upper canopies of both trees, they should be considered dead and potentially hazardous. (There was no life left in the upper 2/3rds of the trees and it appeared the trees were completely dead.)	\$0.00
Subtotal:			\$0.00
Tax:			\$0.00
Total:			\$0.00





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

NOTICE OF REQUIRED TREE REMOVAL

Thursday, July 14, 2016

Mr. Melvin Cole
8 West 5th Street
Parkville, MO 64152
Parcel #: 20-7.0-35-100-025-010.000

Re: **City of Parkville Municipal Code Section: 150.150.**
Dead or Diseased Tree Removal on Private Property.

To Whom It May Concern;

Following a neighbor complaint, an inspection of two trees on your property was conducted via an abutting property at 3:30 pm, on Wednesday, July 6, 2016. The inspection showed that tree removal is required on your property pursuant to the City of Parkville Municipal Code section: ***150.150 Dead or Diseased Tree Removal on Private Property:***

150.150 Dead or Diseased Tree Removal on Private Property. The City shall have the right to cause the removal of any dead or diseased trees on private property within the City when such trees constitute a hazard to life and property or harbor insects or disease which constitute a potential threat to other trees within the City. The Community Land and Recreation Board will notify in writing the owners of such trees. Removal shall be done by said owners at their own expense within sixty (60) days after the date of service of notice. In the event of failure of owners to comply with such provisions, the City shall have the authority to remove such trees and charge the cost of removal on the owner's property tax notice.

Upon inspection of your property by a certified arborist, it was determined that the two poplar trees in your backyard are dead and are in violation of the above section of the Parkville Municipal Code. The conclusion from the certified arborist is attached. On July 13, 2016, the Community Land and Recreation Board approved city staff to send a notice of required tree removal for two dead trees located on private property at 8 West 5th Street per Section 150.150 of the Parkville Municipal Code. A correction of the violations must be made by the close of business on September 15, 2016 or the City shall have the authority to remove such trees and charge the cost of removal on your property tax notice.

Please feel free to contact me to discuss this matter further.

Respectfully submitted,

Tim Blakeslee
Assistant to the City Administrator

CITY OF PARKVILLE Policy Report

Date: July 7, 2016

Prepared By:

Tim Blakeslee
Assistant to the City Administrator

Reviewed By:

Lauren Palmer
City Administrator

ISSUE:

Approve the park signage project and associated agreements:

- Purchase from Fossil Graphics for two cantilevered sign pedestals and one sign board in the amount of \$1,994.
- Purchase order with Acme Sign for thirteen 5K/10K directional markers in the amount of \$5,200.
- Professional services agreement with Vireo for park map graphic design services in the amount of \$3,500.

BACKGROUND:

In 2015, the Parkville 5K/10K race route through English Landing Park and Platte Landing Park was officially certified by USA Track and Field. The race course has minimal turns, minimal elevation gain, and is designed so 5K and 10K runners can start simultaneously. Signage is desired in order to properly mark the route for those racing or those practicing for the race.

In 2009, the voters of Platte County approved a 10-year half-cent sales tax for parks, recreation, and stormwater control. A portion of the sales tax proceeds are allocated for the Outreach Grant Program to promote the development of local parks, recreation facilities, and programs. Approximately \$250,000 is available each year through this program.

On January 19, 2016, the Board of Aldermen issued a resolution of support endorsing an application for the Platte County Parks and Recreation Outreach Grant Program for a Parks Storage Facility, Trail Enhancements, and a Dog Park Trail based on input from the Community Land and Recreation Board (CLARB). On February 25, 2016, the Trail Enhancements and Dog Park Trail were approved for grant funding by Platte County.

The awarded grant for trail enhancements included \$4,405 to be used to mark the new certified 5K/10K race course in English Landing Park and Platte Landing Park. In addition, the 2016 Capital Improvements Program (CIP) also budgeted \$10,000 in the General Fund for 5K/10K markers and parks signage. On April 13, 2016, staff showed initial concepts of cantilevered pedestal maps and 5K/10K course markers to CLARB for feedback. Based on this feedback, staff developed an all-encompassing proposal of 5K/10K and park signage for review by CLARB.

Part 1: Park Amenity Maps

Part 1 of the park signage project is new park maps in various locations throughout the park. The maps will display park amenities and the 5K/10K course. Staff selected three locations as the preferred sites for the new park signage which are labeled as A, B, and C in Attachment 1. Location A will have a cantilevered pedestal with an embedded High Pressure Laminate (HPL) map located near the start/finish line of the 5K/10K course. Location B will also have a cantilevered pedestal with embedded HPL map located near the Platte Landing Park Dog Park. Location C will have a standalone HPL map (no cantilevered pedestal) that would replace the

ITEM 4B*For 07-13-16***Community Land and Recreation Board**

current map on the English Landing Park bulletin board at the parking lot along White Alloe Creek.

Staff received quotes from the following vendors for proposals on the signage:

Company:	Location and Cost:	Notes:
Fossil Graphics	A/B: \$1,559 C: \$435	Preferred vendor
Pannier	A/B: \$1,558 C: N/A	
Acme Sign	A/B: \$5,510 C: N/A	
Image 360	A/B: \$4,438 C: N/A	

The Fossil Graphics and Pannier proposals are very similar. Both companies offer comparable products, with comparable warranties, at a comparable price. Staff reached out to Vireo, the City's Parks Master Plan consultant, for an outside opinion to help decide which product is superior. Vireo has worked with both Fossil Graphics and Pannier and believes that Fossil Graphics makes a slightly better product and provides superior customer service. The HPL graphics from Fossil are impervious to moisture, and are extremely resistant to UV rays, scratching, impact, cigarette burns and graffiti and include a 10-year warranty. Staff recommends moving forward with the proposal from Fossil Graphics. The quote from Fossil Graphics can be found in Attachment 2.

Part 2: 5K/10K Markers

Part 2 of the park signage project is for thirteen trail markers in various locations along the 5K/10K course. Each marker is a five foot tall square tube post made of brushed aluminum. Attached to each post are blue and/or green signs that color coordinates the 5K and 10K courses for race runners. Each marker will have arrows which point in the needed direction along with a distance waypoint. A sample design of the markers can be found in Attachment 3.

Staff selected the marker locations in order to properly indicate all course turns and provide helpful distance waypoints along the route. The locations of the 5K/10K trail markers can be found in Attachment 4. Thirteen markers are the minimum needed to properly mark all turns and long straightaways. Additional markers or other directional supplements could be added at a future date if it becomes necessary.

At the CLARB meeting in April, a request was made to have distance listed in kilometers instead of miles. Based on CLARB's request, the example shown in Attachment 4 incorporates this design change. However, during a review of the markers, Parkville course architect, and avid runner, Jeramey Jordan stated that it's more normal for American courses to have miles listed instead of kilometers. Staff requires feedback from CLARB regarding using either using English or Metric distances for the distance waypoints on the markers.

Staff received quotes from the following vendors for proposals on the markers:

Company:	Cost:	Notes:
Fast Sign	\$4,875 (\$375 per sign)	Unable to match design specifications. Does not reflect the design preferred by CLARB
Acme Sign	\$5,200 (\$400 per sign)	Preferred vendor
Image 360	\$7,524 (\$578 per sign)	

ITEM 4B

For 07-13-16

Community Land and Recreation Board

Staff recommends moving forward with the proposal from Acme Sign. Acme sign provided the lowest price that was able to match the specifications and design preferred by Staff. The draft purchase order and quote from Acme Sign can be found in Attachment 5.

Park 3: Park Map Design

Part 3 of the park signage project is for graphic design services to create a new park map that will be displayed on the amenity maps described in Part 1. The newly designed map will also be able to be displayed on the Parkville website and could be left as fliers at the park entrance bulletin board or at Parkville City Hall. Staff does not have the in-house capability to create a high quality park map, and as a result, staff reached out to local graphic design consultants to create a park map with the following scope:

- Color rendered park map showing and labeling existing park amenities & features.
- The map will also include lines, arrows, and circles to illustrate the 5K/10K run route as well as distance markers.
- A total of two revisions are included to address comments from both staff and Board.
- A total of two meetings are included to discuss review comments.

Staff reached out to the following vendors for proposals on this signage:

Company:	Cost:	Notes:
Vireo	\$3,500	Preferred vendor
PLAID	\$3,800 (reimbursable expenses invoiced at cost. Estimated at \$400)	
40 North Design	Cannot provide quote within budget	

Vireo and PLAID provided excellent proposals with previous examples and references of park mapping for the project. Vireo had the lowest proposal cost and has familiarity with the Parkville parks system as a result of working on the Parks Master Plan Update project. Examples of previous park mapping work from Vireo can be found in Attachment 6. Staff recommends a professional services agreement with Vireo for the park map design portion of the project. The draft professional services agreement with Vireo can be found in Attachment 7.

BUDGET IMPACT:

The 2016 General Fund Capital Improvements Program (CIP) budgeted \$10,000 for 5K/10K markers and parks signage. The awarded Platte County Outreach grant for trail enhancements included \$4,405 to be used to mark the new certified 5K/10K race course in English Landing Park and Platte Landing Park. The total cost of the three-part project totals \$10,694. This falls within \$14,405 amount allocated for the project.

ALTERNATIVES:

1. Approve the park signage project and associated agreements in an amount totaling \$10,694.
 - a. Purchase from Fossil Graphics for two cantilevered sign pedestals and one sign board in the amount of \$1,994.
 - b. Purchase order with Acme Sign for thirteen directional 5K/10K directional markers in the amount of \$5,200.
 - c. Professional services agreement with Vireo for park map graphic design services in the amount of \$3,500.

ITEM 4B

For 07-13-16

Community Land and Recreation Board

2. Approve a portion/s of the park signage project and provide alternative direction to staff on recommended changes.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends that the Community Land and Recreation Board recommend that the Finance Committee approve the park signage project and associated agreements as described from Fossil Graphics, and Acme Sign, and Vireo in an amount totaling \$10,694.

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 Finance Committee recommend that the Board of Aldermen approve the park signage project and associated agreements as described from Fossil Graphics, and Acme Sign, and Vireo as described in an amount totaling \$10,694.

ATTACHMENT:

1. Park Map Station Locations
2. Purchase Order and Quote from Fossil Graphic
3. 5K/10K Marker Design
4. 5K/10K Marker Locations
5. Purchase Order and Quote from Acme Sign
6. Park Map Design Examples
7. Professional Services Agreement with Vireo



FOSSIL INDUSTRIES, INC.
 44 Jefryn Boulevard
 Deer Park, NY 11729
 800-244-9809 631-254-9200
 Fax: 631-254-4172
 www.FossilGraphics.com

QUOTE F72306

DATE: 5-24-16

PAGE: 1

To: Tim Blakeslee
 Parkville City
 8880 Clark Avenue
 Kansas City, MO 64152

Phone#: 816-741-7676

Fax#:

Account Executive: Rhiannon de Cesare

ID #: 95374

Tag Name: Park Sign

Part Number	Qty	Description	Each	Ext
E12-06-T4	2	1/2" Exterior CHPL Graphic. Panel Size: 36"w x 24"h 4 Threaded Inserts w/ Tamper Resistant Bolts.	253.00	506.00
CDG224	2	Double Cantilever Pedestal (45 Degree). - Graphic Height: 24". Black Powder Coated Aluminum. - In-Ground Mount. (Surface Mount available).	420.00	840.00
99810	1	Color Sample - 8" x 10" x 1/16" CHPL. - Used in production for color matching and resolution. - Includes shipping.	40.00	40.00

All Fossil panels feature our exclusive 12-Color HD Printing. **Subtotal:** \$1,386.00

Digital files must conform to Fossil File Prep Guidelines (FossilGraphics.com)
 Electronic layout proofs provided at no charge. **Subtotal:** 1,386.00

Features are indicated in part numbers:
 P - Custom Shape; T - Threaded Inserts; D - Double Sided; H - Holes;
 MURAL - Indicates panels built to go directly beside another panel. **Shipping:**
0 %Tax: 0.00
TOTAL: \$1,386.00

Shipping and handling will be added to your final invoice. **Deposit Due:** 832.00

Quote valid 90 days. Order produced under our standard Terms and Conditions of Sale (FossilGraphics.com/terms). For installation info or to determine best thickness of CHPL to meet your requirements (FossilGraphics.com/guide).

TERMS: 60% Deposit / Balance Net 10 After Delivery

Please sign to authorize production: _____ / ____ / ____ **Print:** _____



FOSSIL INDUSTRIES, INC.
 44 Jefryn Boulevard
 Deer Park, NY 11729
 800-244-9809 631-254-9200
 Fax: 631-254-4172
 www.FossilGraphics.com

QUOTE F72679

DATE: 6-23-16

PAGE: 1

To: Tim Blakeslee
 Parkville City
 8880 Clark Avenue
 Kansas City, MO 64152

Account Executive: Rhiannon de Cesare
ID #: 95374

Phone#: 816-741-7676

Fax#:

Tag Name:

Part Number	Qty	Description	Each	Ext
E12-094-T6	1	1/2" Exterior CHPL Graphic. Panel Size: 45"w x 30"h 6 Threaded Inserts w/ Tamper Resistant Bolts.	395.00	395.00
99810	1	Color Sample - 8" x 10" x 1/16" CHPL. - Used in production for color matching and resolution. - Includes shipping.	40.00	40.00

All Fossil panels feature our exclusive 12-Color HD Printing. **Subtotal:** \$435.00

Digital files must conform to Fossil File Prep Guidelines (FossilGraphics.com)
 Electronic layout proofs provided at no charge. **Subtotal:** 435.00

Features are indicated in part numbers:
 P - Custom Shape; T - Threaded Inserts; D - Double Sided; H - Holes;
 MURAL - Indicates panels built to go directly beside another panel. **Shipping:**
0 %Tax: 0.00
TOTAL: \$435.00

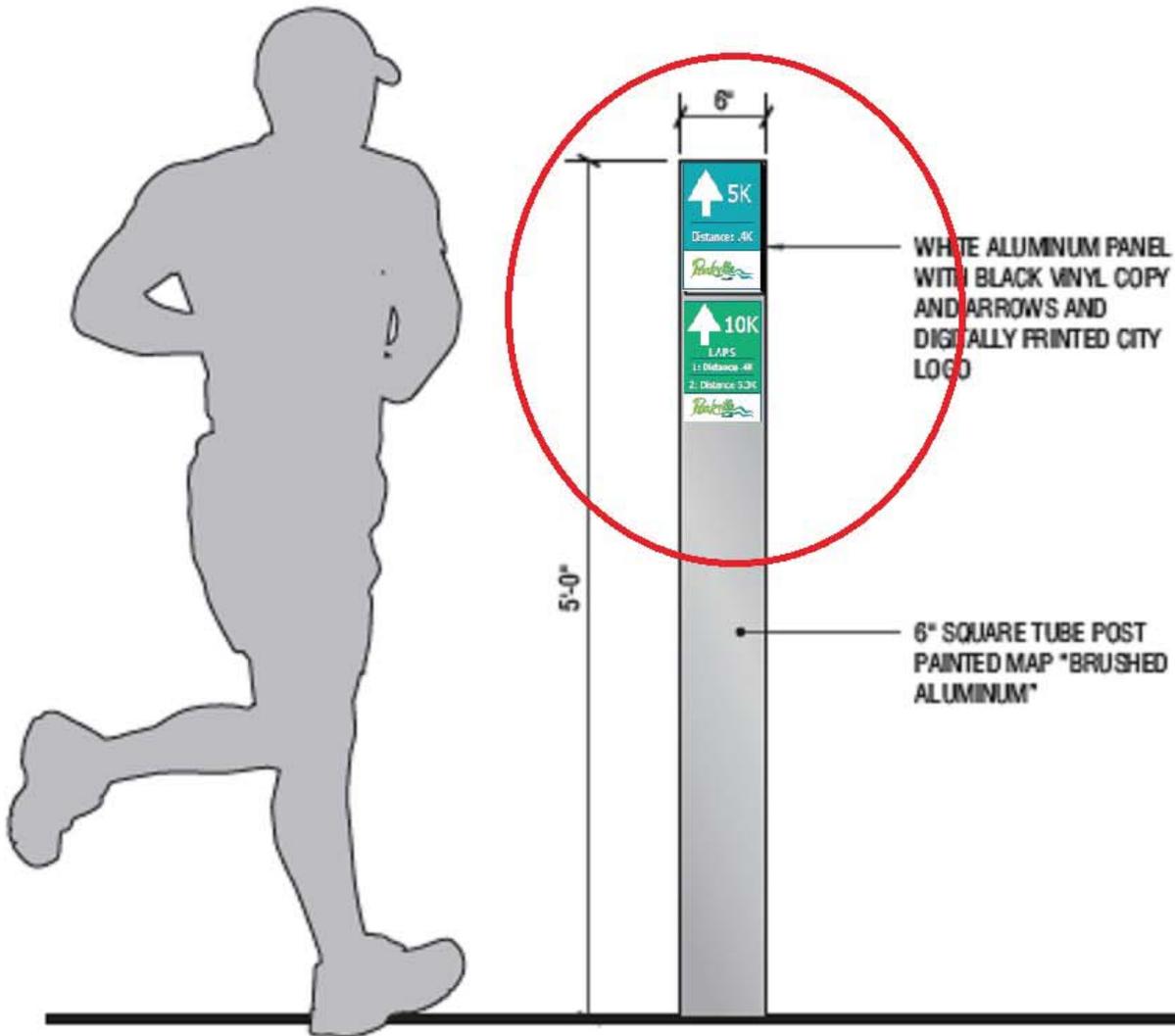
Shipping and handling will be added to your final invoice. **Deposit Due:** 261.00

Quote valid 90 days. Order produced under our standard Terms and Conditions of Sale (FossilGraphics.com/terms). For installation info or to determine best thickness of CHPL to meet your requirements (FossilGraphics.com/guide).

TERMS: 60% Deposit / Balance Net 10 After Delivery

Please sign to authorize production: _____ / ____ / ____ **Print:** _____

OPTION 1



S/F NON-ILLUMINATED MILE MARKERS

SCALE: 3/4" = 1'-0"

CLIENT APPROVAL: _____

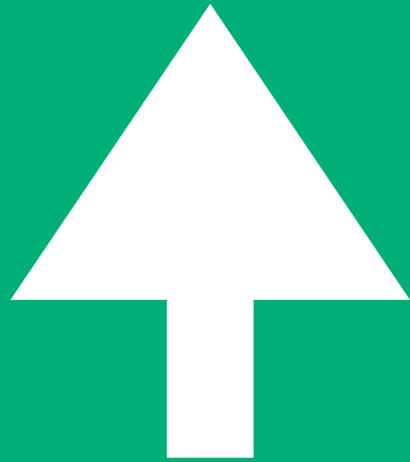
Client approval insures that spelling, colors & specifications for signage & design meets their satisfaction.

This original design and all information
inc. and its use in any way other than as
is subject to return on demand.



Distance: .4K

Parkville
Missouri



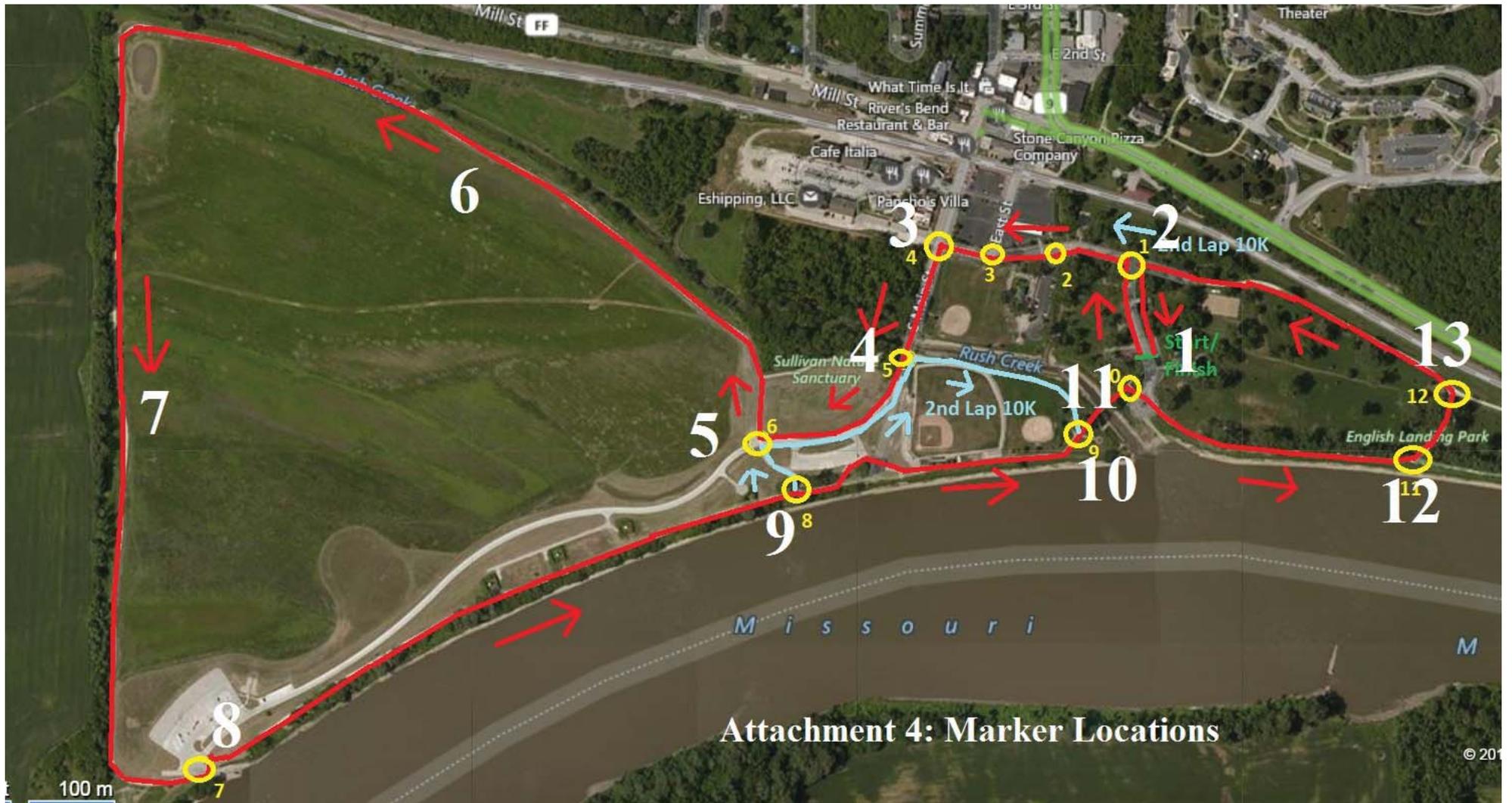
10K

LAPS

1: Distance .4K

2: Distance 5.3K

Parkville
Missouri



Attachment 4: Marker Locations

PURCHASE ORDER
(non-construction)

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

Date: July 11, 2016

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

VENDOR Acme Sign

1313 Vernon Street

North Kansas City, MO 64116

Phone: (816) 842-8980

Fax: (816) 842-5308

SHIP TO: 9001 McAfee Parkville MO 64152

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

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

Vendor agrees to furnish following goods in accordance with the terms and provisions of this Purchase Order Agreement consisting of 6 pages including attachments. Purchaser agrees to pay the total sum of five thousand two hundred dollars (\$5,200) for such materials, subject to any additions or deductions agreed upon in writing. **Freight charges are included in purchase price and sales taxes will not be charged to the Purchaser as a tax exempt entity. Purchaser will provide Vendor with a Tax Exemption Certificate upon request.** Payment is to be made within thirty days after delivery of goods and receipt of invoice. This purchase order is only valid through 30 days.

ITEMS:

- Fabricate and deliver QTY – 13- Mile Markers
- 5' tall 6" square Posts painted Brushed Aluminum
- White Aluminum Panel attached to post with vinyl copy applied with mileage information – each post will have 2 panels for the 5K and 10K info
- 5 posts will have panels on two sides

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

SCHEDULE OF DELIVERY:

F.O.B. 9001 McAfee Parkville MO 64152

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

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

CITY OF PARKVILLE, MISSOURI. ("Purchaser")

("Vendor")

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

TERMS AND CONDITIONS FOR CITY OF PARKVILLE PURCHASE ORDER

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

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

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

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

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

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

construction project, termination of the Purchase Order, acceptance of work, or final payment to Vendor.

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

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

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

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

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

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

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

ATTACHMENT "B"

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

2.4 Severability of Interest. All insurance carried shall be endorsed to provide that, inasmuch as this policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.

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

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

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

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

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

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

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

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

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



1313 Vernon Street
North Kansas City, MO 64116

Phone (816) 842-8980

Fax (816) 842-5308

**City of Parkville, MO
Parks and Recreation 5K-10K signage Mile Markers
Attn: Tim Blakeslee**

Signage- Option 1

- Fabricate and deliver QTY – 13- Mile Markers
- 5' tall 6" square Posts painted Brushed Aluminum
- White Aluminum Panel attached to post with vinyl copy applied with mileage information – each post will have 2 panels for the 5K and 10K info
 - Total: \$400.00 each x 13 = \$5,200.00 plus taxes if applicable

Please call me with any questions. I really appreciate you allowing me to bid on your signage. If you need anything else, please let us know.

We do require a 50% deposit on all orders.

Thanks again for the opportunity.

Vanessa Harbrucker
ACME Sign Inc
816-694-3128- cell



Legend

BB	Bat Box
CB	Compost Bins
CT	Chimney Swift Tower
DB	Duck Nest Box
DC	Dugout Canoe
OB	Owl Box
RG	Rain Garden
WS	Weather Station

hummingbird garden

upland forest

prairie

butterfly garden

glade

Anita B. Gorman
Conservation
Discovery Center

bird garden

native showcase

wildflower meadow

lowland forest

wetland

prairie

pavilion

bioswale

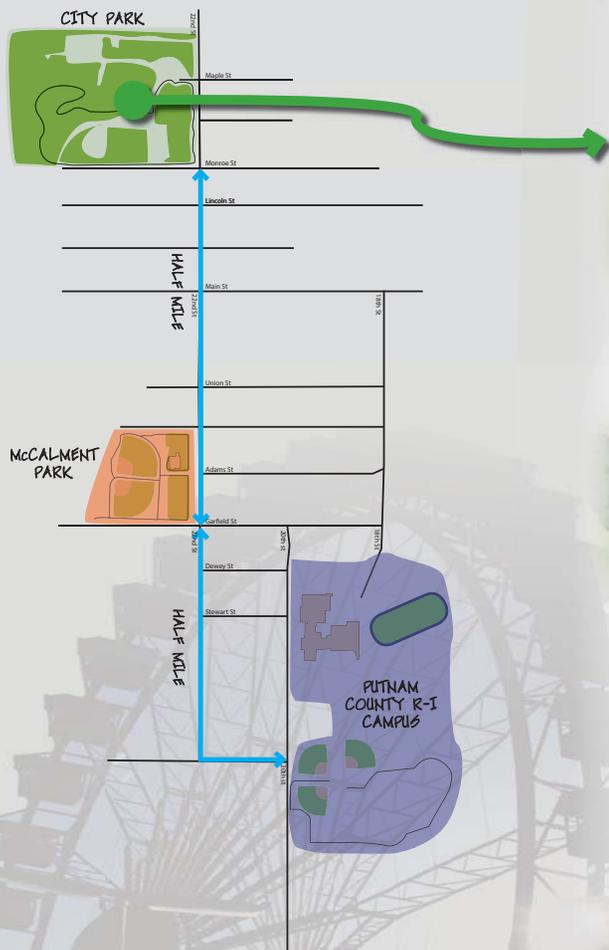
Wild Side Walk

pond

LEWIS & CLARK
explores the West
of North America
from the
MISSISSIPPI TO THE PACIFIC OCEAN
By Order of the Congress
of the
UNITED STATES
in 1804-1806
Copied by permission from the
Original Library of the U.S. Dept. of
Interior



LAKE SUPERIOR



City Park

Unionville City Park found its roots in 1938 when ten acres of Monroe Orchard were acquired by the City. Since then, City Park has grown into a vibrant, 30+/- acre parcel which hosts a full calendar of activities including Putnam County's annual fair.

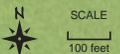
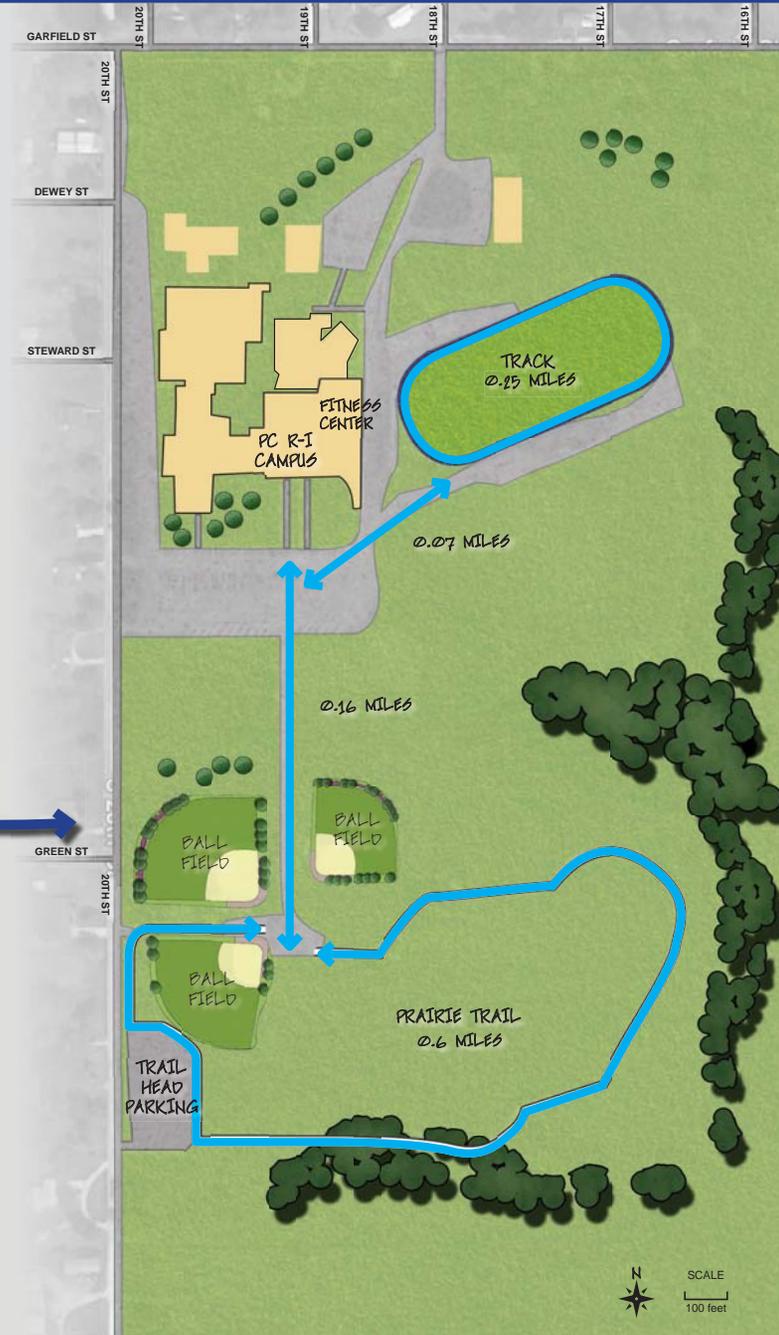
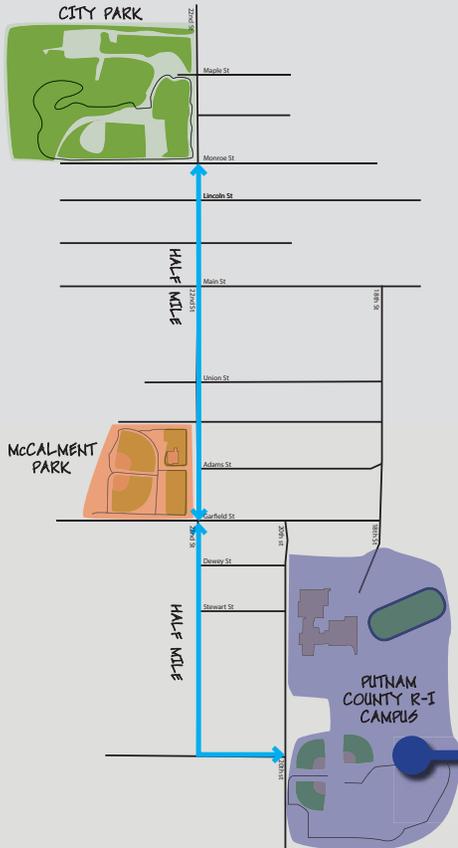


LEGEND	
	0.34 MILE TRAIL
	0.08 MILE TRAIL
	FUTURE PARK AMENITIES



PC R-I Campus

Putnam County R-I furnishes opportunities for residents to get physically active. The fitness center, located on the east side of the highschool, offers options for indoor workouts. An all-weather track and the Prairie Trail offer choices for outdoor exercise. The track provides a premium resilient walking or running surface while the Prairie Trail caters to the nature walk, jog or bicycle outing.



GRAPHIC DESIGN PROFESSIONAL SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this 25th day of July, 2016 by and between the CITY OF PARKVILLE, MISSOURI (“City”) and Vireo (“Service Provider”).

WHEREAS, the City requires a park map graphic design (“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 park map graphic design services provided by the Service Provider in accordance with this Agreement.
- B. The City agrees to retain Service Provider and Service Provider agrees to perform and complete the Services described in the Exhibit A – Scope of Services and Fees, attached hereto and incorporated by reference.
- C. The City reserves the right to direct revision of the Services at the City’s discretion. Service Provider shall advise the City of additional costs and time delays, if any, in performing the revision, before Service Provider performs the revised services.
- D. Service Provider shall provide Additional Services under this Agreement only upon written request of the City and only to the extent defined and required by the City. Any additional services or materials provided by the Service Provider without the City’s prior written consent shall be at the Service Provider’s own risk, cost, and expense, and Service Provider shall not make a claim for compensation from the City for such work.

II. STANDARD OF CARE

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

III. COMPENSATION

- A. As consideration for providing the Services, the City shall pay Service Provider as follows:
 - a. Services will be billed in a lump sum amount upon completion of specified tasks outlined in Exhibit A.
 - b. Service Provider is not eligible for reimbursement for miscellaneous expenses including travel, transportation, postage, etc. except as provided in Exhibit A.
- B. Service Provider shall submit an itemized invoice to the City on the first day of each month that details the Services that were provided in the month immediately prior, as well as any other charges or reimbursements to which the Service Provider is entitled by this Agreement. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice’s due date, City shall pay the undisputed portion of the invoice and notify Service Provider of the nature of the dispute regarding the balance.

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

IV. SCHEDULE

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

V. LIABILITY AND INDEMNIFICATION

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

VI. INSURANCE

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

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

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

VIII. OWNERSHIP OF WORK PRODUCT

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

IX. RELATIONSHIP OF THE PARTIES

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

X. NOTICES

- A. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section:
- B. Notices sent by Service Provider shall be sent to:
 - City of Parkville
 - Attn: City Administrator
 - 8880 Clark Ave.
 - Parkville, MO 64152
 - lpalmer@parkvillemo.gov
- A. Notices sent by the City shall be sent to:
 - Vireo
 - Attn: Larry Reynolds
 - 929 Walnut Suite 700
 - Kansas City, MO 64106
 - larry@bevireo.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 at the rates set forth on Exhibit A, or if the appropriate compensation of services performed through the date of termination is not set forth on Exhibit A, on a pro-rata basis determined by the percentage of completion of services as described on Exhibit A. Service Provider shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

XII. RESOLUTION OF DISPUTES

- A. City and Service Provider agree that disputes relative to the services and the Project shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Service Provider shall proceed with the services as per this Agreement as if no dispute existed.
- B. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the City Administrator as to such matter or other action on which the dispute is based.
- C. Arbitration of disputes.
 - i. Claims, except those waived as provided for elsewhere in this Agreement, which have not been resolved by the procedures described above, shall be decided by arbitration which, unless the parties mutually agree otherwise, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association.
 - ii. A demand for arbitration may be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.
 - iii. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the City or Service Provider and any person or entity with whom the City or Service Provider has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Agreement or not a party to an agreement with the City, except by written consent containing a specific reference to the Agreement signed by the City and Service Provider and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
 - iv. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
 - v. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

XIII. MISCELLANEOUS PROVISIONS

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

- H. Interest of Service Provider and Employees. Service Provider covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the scope of work associated with this Agreement or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- I. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Service Provider, and attached hereto.
- J. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- K. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- L. Third Parties. The Services to be performed by the Service Provider are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

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

CITY OF PARKVILLE, MISSOURI

By: _____

Nanette K. Johnston, Mayor

ATTEST:

Melissa McChesney, City Clerk

VIREO

By: _____

Patti Banks
Principal

EXHIBIT A:

Scope of Work:

1. Park Map Rendering with 5K/10K Run Route:
 - a) Service Provider will provide one (1) color rendered park map showing and labeling existing park amenities & features. The map will include lines, arrows, and circles to illustrate the 5K/10K run route as well as distance markers.
 - b) A total of two (2) revisions are included to address comments from both Staff and Board.
 - c) A total of two (2) meetings are included to discuss review comments.
 - d) Any major revisions after reaching an approved map direction will be considered additional services. Should such an event occur Service Provider will notify the City that additional services are about to be entered and will ask for City approval to do so. Service Provider's fee schedule for additional services is listed in section 4.
 - e) The City will handle coordination with the manufacturer of the sign or its support structure in regards to mounting options and details, product style selection, ordering, and installation.
 - f) The City will handle any coordination with installers with regard to sign placement location(s) within the site area.
2. Service provider will complete the Park Map Rendering with 5K/10K Run Route by a mutually agreed upon date between the City and Service provider, but no later than 60 days after execution of this Agreement.
3. Service provider will be compensated in a lump sum amount of \$3,500 for completion of the Park Map Rendering with 5K/10K Run Route.
4. Additional services are determined at time of issuing for bid, for an agreed upon not-to-exceed amount, based upon the following standard hourly rates.
 - a) Owner / Principal \$150/hr.
 - b) Principal \$125/hr.
 - c) Associate IV \$115/hr.
 - d) Associate III \$ 90/hr.
 - e) Associate II \$ 80/hr.
 - f) Associate I \$ 70/hr.
 - g) Tech I \$ 55/hr.

EXHIBIT B

INSURANCE REQUIREMENTS

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



CITY OF PARKVILLE Memorandum

Date: July 7, 2016

To: Community Land and Recreation Board Members

From: Alysén Abel, Public Works Director

CC: Tom Barnard, Parks Superintendent
Tim Blakeslee, Assistant to the City Administrator

RE: June 2016 Parks Activity Report

The following Parks-related activities took place during June 2016:

- PLP Boardwalk – Staff replaced the delineators that were removed from the boardwalk and thrown into the water.
 - Trail Maintenance – Staff rebuilt the trail at the west end of PLP that was washed out due to extensive rainfall. Staff repaired trail in the northwest corner of PLP, by the mitigated wetland area.
 - Wetland Mowing – The City contractor with a vendor to brush hog the 100 acre wetland area in PLP.
 - Rush Creek – Staff sprayed the Johnson grass along Rush Creek in PLP.
 - Dog Park Trail – Staff began construction of the perimeter trail inside the large dog park, which was Outreach Grant #3.
 - Grigsby Field Irrigation – Staff replaced three irrigation heads at Grigsby Field.
 - Tree Watering – Staff performs ongoing water of trees and plants due to severe lack of precipitation during the month of June.
 - Eagle Sculpture – Staff set up and removed scaffolding for the Eagle sculpture. The area around the Eagle was cleaned up after sculpture completed.
 - McKeon Stage Maintenance – Staff used scaffolding from Eagle to remove bird nests at McKeon Stage. Staff installed cover plates on steel beams to prevent future nests. The beams were power washed to remove bird droppings.
-

- Drain Cleaning – Staff cleaned the drain pipe and ditch between the trail and railroad tracks by the volleyball court.
 - ELP 1st Loop - Soil was added to the lowland area along the ELP 1st Loop. Square timber shoulder was added to trail to prevent washouts.
 - Ditch Maintenance – Staff cleaned the silt deposited in the drainage ditch in ELP, to assist with water flow exiting the park.
 - Training – Parks Laborers attended a Chainsaw Safety Training course.
 - Weed Control – Staff performed ongoing spraying and removal of weeds in the parks. Staff sprayed the weeds along the fence line by the railroad tracks by the Train Depot.
 - PAC Pond Maintenance – Staff mowed and sprayed weeds along fence line at the PAC retention pond. Staff cut and removed two dead trees at the PAC retention pond area.
 - Cottonwood – Staff cleaned cottonwood seeds from air conditioning units at the Train Depot and Parks Headquarters buildings.
 - Pocket Park - Staff sprayed and removed weeds and underbrush in Pocket Park. The irrigation system was repaired.
 - Ballfield Maintenance – Staff repaired backstop on Ballfield #1.
 - Volleyball Court – The sand in the volleyball court was tilled to loosen sand and remove tree sprouts.
 - Spirit Fountain – The Spirit Fountain was drained, cleaned and refilled. Staff performs basic maintenance to the fountain three times a week.
 - Entryway Sign – Staff prepped the area, added soil and installed trees and plantings at the Parkville Entryway sign.
 - City Hall Landscaping – Staff waters the flower pots three times a week and removes weeds around the building perimeter.
 - Riverfront Maintenance – Staff removed invasive brush and vine on the east end of ELP.
 - Special Events – Staff provided services for set up and tear down for Cruise Nights, Final Fridays, Rock ‘n Roll Festival and 5K races. Barricades, cones and signage were provided as necessary for traffic control.
 - Park Maintenance – Staff performs weed spraying/trimming, park mowing, ballfield maintenance, right-of-way mowing, trash removal, restroom and shelter cleaning continuously during the peak season.
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