AMENDED Finance Committee Agenda
February 16, 2018
8:30 AM
Administration Conference Room, City Hall

1. Call to Order

2. Financial Updates
   (A) City Administrator Approvals
   (B) 4th Quarter 2017 Budget Variance Report

3. Action Items
   (A) Approve the minutes from the January 29, 2018, meeting
   (B) Approve a three year contract renewal with the Friends of the Parkville Animal Shelter through December 31, 2020 (Administration)
   (C) Approve the purchase of an e-STUDIO 6506ACT multi-function copier from Toshiba Business Solutions for City Hall (Administration)
   (D) Approve the purchase of a new Ford Taurus All Wheel Drive police interceptor sedan from Shawnee Mission Ford to be used as a patrol vehicle (Police)
   (E) Approve a two year maintenance agreement with FTC Equipment, LLC for on-call pump maintenance and repair services (Public Works)
   (F) Approve a construction agreement with Reinhold Electric, Inc. to install new streetlights downtown (Public Works)
   (G) Approve a land use and waste disposal agreement with Damon Pursell Construction for use of its property for annual clean-up events in 2018 (Public Works)
   (H) Authorize staff to transfer funds from the Emergency Reserve Fund to the Brink Meyer Debt Service Fund and Brush Creek Debt Service Fund sufficient to cover the payment of bond principal, interest and fees due and paid on March 1, 2018, and September 1, 2018 (Administration)

4. Non-Action Items
   (A) Quarterly Projects Update

5. Unfinished Business (postponed from prior meetings)

6. Other Business

7. Adjourn
CITY ADMINISTRATOR
PURCHASING APPROVAL

City of Parkville

Department: Public Works

Low Bidder and Contract Amount:
C&M Masonry
Attn: Mike Kimberling
$5,375.00

General Scope of Work Description/Project:

ELP Restroom Improvements – Stonework Contractor:

Phase 2 of the ELP Restroom Renovations includes upgrades to the exterior of the building to blind it with other parks building structures in English Landing Park. Additional improvements include the installation of a new roof, heating for the restroom, and exterior masonry and stucco elements.

The scope of this agreement is to provide and install thin Stone Veneer to restroom to approved plans.

Competitive Purchasing Information: (List bidder, address, and price):

The 2017 Parks Capital Outlay includes $70,000 for the English Landing Park restroom improvements. The City received a Platte County Outreach Grant in the amount of $35,000 for the Phase 2 improvements. The total project budget is $105,000.

On January 2, 2018, the Board of Aldermen approved a construction agreement with SRI Contractors for the installation of a new roof on the restroom in the amount of $42,055.

The following City Administrator Approvals will be submitted concurrently for the heating, masonry and stucco work:

- Heating: $4,940
- Stone Veneer: $5,375
- Stucco: $6,000

The total project cost is anticipated at $58,370. The remaining budget can be used for utility upgrades to the restroom for high volume events.

Project Start Date: 02/08/18

Estimated Completion Date: 4/1/18

Budget Account Code: 10-560.52-50-00

Authorization:

☐ City Administrator: ____________________________ Date: 2/8/18
☐ Department Head: ____________________________ 2/8/18
☐ Mayor (if applicable):

☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)
CONSTRUCTION SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this 22nd day of January, 2018 by and between the CITY OF PARKVILLE, MISSOURI (“City”) and C & M MASONRY, LLC (“Contractor”).

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

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

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

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

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

II. COMPENSATION
   A. As consideration for providing the Construction Services, the City shall pay Contractor as set forth in Exhibit "A".
   B. Contractor shall submit its invoices to the City either at completion of the Project, or on such milestone or other interim terms as set forth on Exhibit "A". Contractor’s final invoice shall be accompanied by Waivers and Releases of Claim on the forms attached as Exhibit "B-2" to this Agreement, executed by Contractor and all subcontractors with contract values of $5,000 or more, and notarized. If partial payments are authorized on Exhibit "A", then Contractor shall submit partial waivers on the form attached as Exhibit "B-1." The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice’s due date, City shall pay the undisputed portion of the invoice and notify Contractor of the nature of the dispute regarding the balance.
   C. Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.
III. SCHEDULE
A. Time is of the essence in performance of this Agreement.
B. Unless otherwise directed by the City, Contractor shall commence performance of the Construction Services upon execution of this Agreement.
C. Services shall be completed within the schedule set forth on Exhibit "A".
D. Neither the City nor the Contractor shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.
E. If Exhibit "A" contains a provision for Liquidated Damages, it shall be because the parties have agreed that late Substantial Completion of the Construction Services by Contractor would cause irreparable harm to the City, which harm is difficult to quantify; and that the parties have agreed that the amount stated in Exhibit "A" for Liquidated Damages is a fair approximation of the daily costs that the City would incur for late Substantial Completion of the work.

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

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

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

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

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

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

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

XI. PREVAILING WAGES
A. Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made a part of the specifications for work under this Agreement as Exhibit "F-1" which will be provided at contract execution; shall be paid to workers performing work under the Agreement (See, Sections 290.250 and 290.325 R.S. Mo.)

B. Contractor will forfeit a penalty to the City of $100 per day (or portion of a day) for each worker who is paid less than the prevailing rate for any work done under the Agreement by Contractor or any Subcontractor (see Section 290.250 RSMo; for detailed information on rules and occupational titles, see 8 CSR 30-3.010 through 3.060.)

C. Contractor shall maintain such required data on Form LS-57, Exhibit "F-2", using the Instruction sheet issued by the Missouri Department of Labor and Industrial Relations, LS-57-3, Exhibit "F-3", both of which are also available at, and shall further submit on a monthly basis, a Payroll Certification form attached to this Contract as Exhibit "F-4", attesting to the completeness and accuracy of the data on the Certified Payrolls. Contractor shall also post notices and identify its vehicles as provided by the Prevailing Wage Requirements.

D. Contractor further agrees to indemnify, defend and hold harmless the City from and against any claim, liability, assessment, fine, penalty or other cost, including attorney's fees, which may be asserted against or incurred by the City as a result of an allegation that Contractor has not complied with these Prevailing Wage Requirements, whether such claim is asserted by a worker or by the Division of Labor Standards or any other entity. This indemnification shall survive termination of this Contract.
XII. NOTICES
   A. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section:
   B. Notices sent by Contractor shall be sent to:
      City of Parkville
      Attn: Alysen M. Abel, Public Works Director
      8880 Clark Ave.
      Parkville, MO 64152
   C. Notices sent by the City shall be sent to:
      C&M Masonry, LLC
      1115 East 15th Street
      Kearney, MO 64060
      816-529-9125
      candmmasons@gmail.com

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

XIV. TERM AND TERMINATION
   A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.
   B. Notwithstanding anything to the contrary in this Agreement or exhibit, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days' written notice to the Contractor. The City shall compensate Contractor for the Construction Services that have been completed to the City's satisfaction as of the date of termination. Contractor shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.
   C. The City may terminate the Agreement for cause if the Contractor:
      1. refuses or fails to supply enough properly skilled workers or proper materials;
      2. fails to make payment to Subcontractors for materials, equipment, services or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
      3. disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
      4. its Subcontractors or Sub-subcontractors causes a work stoppage due to any strike, picket, boycott or participates in any voluntary or involuntary cessation of Work; or
      5. otherwise is guilty of substantial breach of a provision of the Agreement.
D. When any of the above reasons exist, the City may without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety, if any, seven (7) days' written notice, terminate the Agreement and may, subject to any prior rights of the surety, if any:

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

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

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

XV. RESOLUTION OF DISPUTES
A. Should the Contractor believe that it is entitled to any relief due to errors, omissions or defects in the Plans or Specifications, or as a result of any act or omission of an independent contractor designer in connection with the Project, the City shall cooperate with the Contractor by permitting the Contractor to pursue legal action against the designer in the name of the City at Contractor's sole risk and expense as the City would otherwise have against such designer. The City shall pay to Contractor such sums as may be recovered from the designer on behalf of Contractor. Other than this duty of cooperation and remittance, the City shall have no liability or obligation to Contractor for any act, error, omission, negligence or breach of duty by a designer.

B. City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed.

C. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the City Public Works Director as to such matter or other action on which the dispute is based. A decision of the City Public Works Director (where appropriate) under GC-7 above; notice of dispute, and direct negotiation, shall be conditions precedent to further action.

D. Arbitration of disputes.
1. Claims, except those waived as provided for elsewhere in this Agreement, which have not been resolved by the procedures described above, shall be decided by arbitration which, unless the parties mutually agree otherwise, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association.

2. A demand for arbitration may be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.

3. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the City or Contractor and any person or entity with whom the City or Contractor has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Contract shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Contract or not a party to an agreement with the City Contractor, except by written consent containing a specific reference to the Agreement signed by the City and Contractor and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

4. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

5. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

XVI. MISCELLANEOUS PROVISIONS

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

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

C. Media Announcements. Contractor shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City

D. Compliance with Local Laws. Contractor shall comply with all applicable laws, ordinances, and codes of the State of Missouri and local governments, and shall save the City harmless
with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

E. **Equal Employment Opportunity.** During the performance of this Agreement, Contractor agrees as follows:

1. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2. Contractor will, in all solicitation or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.

3. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

F. **Interest of Members of a City.** No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Contractor shall take appropriate steps to assure compliance.

G. **Interest of Contractor and Employees.** Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

H. **Entire Agreement.** This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Contractor, and attached hereto.

I. **Severability.** If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.

J. **Waiver.** The failure of either party to require performance of this Agreement shall not affect such party’s right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party’s rights with respect to any other provision or breach.

K. **Third Parties.** The Services to be performed by the Contractor are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

CITY OF PARKVILLE, MISSOURI

By: [Signature]

Joe Parente, City Administrator

ATTEST:

Melissa McChesney, City Clerk

C & M MASONRY

By: [Signature]

Mike Kimberly, Member

1/26/2010
Exhibit A

SCOPE OF WORK AND PRICING AGREEMENT

Install Thin Stone Veneer to Restroom according to approved plans.

The contractor shall supply materials necessary to install thin stone. They include: lathe, mortar, stone

Term of Contract – 60 days

This is a Prevailing Wage Project

Contract total $5,375.00
CITY ADMINISTRATOR
PURCHASING APPROVAL

City of Parkville
Department: Public Works

Low Bidder and Contract Amount:
Lippert Mechanical Service Corp.
Attn: Tom Cleaver
$4,940.00

General Scope of Work Description/Project:
ELP Restroom improvements – Heating Contractor:
Phase 2 of the ELP Restroom Renovations includes upgrades to the exterior of the building to blind it with other parks building structures in English Landing Park. Additional improvements include the installation of a new roof, heating for the restroom, and exterior masonry and stucco elements.
The scope of this agreement is to provide and install two forced air ceiling heaters, for the men’s and women’s restroom.

Competitive Purchasing Information: (List bidder, address, and price):
The 2017 Parks Capital Outlay includes $70,000 for the English Landing Park restroom improvements. The City received a Platte County Outreach Grant in the amount of $35,000 for the Phase 2 improvements. The total project budget is $105,000.
On January 2, 2018, the Board of Aldermen approved a construction agreement with SRI Contractors for the installation of a new roof on the restroom in the amount of $42,055.
The following City Administrator Approvals will be submitted concurrently for the heating, masonry and stucco work:

- Heating - $4,940
- Stone Veneer - $5,375
- Stucco - $6,000

The total project cost is anticipated at $58,370. The remaining budget can be used for utility upgrades to the restroom for high volume events.

Project Start Date: 02/07/18
Estimated Completion Date: 4/1/18
Budget Account Code: 10-560.52-50-00

Authorization:
- City Administrator:
- Department Head:
- Mayor (if applicable):
- Submit to the Finance Committee for Authorization (if requested by the City Administrator)

Date: 2/8/18
CONSTRUCTION SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this 23rd day of January, 2018 by and between the CITY OF PARKVILLE, MISSOURI ("City") and UPPERT MECHANICAL SERVICE CORP. ("Contractor").

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

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

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

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

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

II. COMPENSATION
   A. As consideration for providing the Construction Services, the City shall pay Contractor as set forth in Exhibit "A".
   B. Contractor shall submit its invoices to the City either at completion of the Project, or on such milestone or other interim terms as set forth in Exhibit "A". Contractor's final invoice shall be accompanied by Waivers and Releases of Claim on the forms attached as Exhibit "B-2" to this Agreement, executed by Contractor and all subcontractors with contract values of $5,000 or more, and notarized. If partial payments are authorized on Exhibit "A", then Contractor shall submit partial waivers on the form attached as Exhibit "B-1." The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Contractor of the nature of the dispute regarding the balance.
   C. Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.
III. SCHEDULE
A. Time is of the essence in performance of this Agreement.
B. Unless otherwise directed by the City, Contractor shall commence performance of the Construction Services upon execution of this Agreement.
C. Services shall be completed within the schedule set forth on Exhibit "A".
D. Neither the City nor the Contractor shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.
E. If Exhibit "A" contains a provision for Liquidated Damages, it shall be because the parties have agreed that late Substantial Completion of the Construction Services by Contractor would cause irreparable harm to the City, which harm is difficult to quantify; and that the parties have agreed that the amount stated in Exhibit "A" for Liquidated Damages is a fair approximation of the daily costs that the City would incur for late Substantial Completion of the work.

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

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

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

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

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

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

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

XI. PREVAILING WAGES
A. Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made a part of the specifications for work under this Agreement as Exhibit "F-1" which will be provided at contract execution; shall be paid to workers performing work under the Agreement (See, Sections 290.250 and 290.325 R.S. Mo.)

B. Contractor will forfeit a penalty to the City of $100 per day (or portion of a day) for each worker who is paid less than the prevailing rate for any work done under the Agreement by Contractor or any Subcontractor (see Section 290.250 RSMo; for detailed information on rules and occupational titles, see 8 CSR 30-3.010 through 3.060.)

C. Contractor shall maintain such required data on Form LS-57, Exhibit "F-2", using the Instruction sheet issued by the Missouri Department of Labor and Industrial Relations, LS-57-3, Exhibit "F-3", both of which are also available at, and shall further submit on a monthly basis, a Payroll Certification form attached to this Contract as Exhibit "F-4", attesting to the completeness and accuracy of the data on the Certified Payrolls. Contractor shall also post notices and identify its vehicles as provided by the Prevailing Wage Requirements.

D. Contractor further agrees to indemnify, defend and hold harmless the City from and against any claim, liability, assessment, fine, penalty or other cost, including attorney’s fees, which may be asserted against or incurred by the City as a result of an allegation that Contractor has not complied with these Prevailing Wage Requirements, whether such claim is asserted by a worker or by the Division of Labor Standards or any other entity. This indemnification shall survive termination of this Contract.
XII. NOTICES
A. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section:
B. Notices sent by Contractor shall be sent to:
   City of Parkville
   Attn: Alysen M. Abel, Public Works Director
   8880 Clark Ave.
   Parkville, MO 64152
C. Notices sent by the City shall be sent to:
   Lippert Mechanical Service Corp.
   1600 N. Topping
   Kansas City, MO 64120
   816-241-4442
   www.LippertMechanical.com

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

XIV. TERM AND TERMINATION
A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.
B. Notwithstanding anything to the contrary in this Agreement or exhibit, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days' written notice to the Contractor. The City shall compensate Contractor for the Construction Services that have been completed to the City's satisfaction as of the date of termination. Contractor shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.
C. The City may terminate the Agreement for cause if the Contractor:
   1. refuses or fails to supply enough properly skilled workers or proper materials;
   2. fails to make payment to Subcontractors for materials, equipment, services or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
   3. disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
   4. its Subcontractors or Sub-subcontractors causes a work stoppage due to any strike, picket, boycott or participates in any voluntary or involuntary cessation of Work; or
   5. otherwise is guilty of substantial breach of a provision of the Agreement.
D. When any of the above reasons exist, the City may without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety, if any, seven (7) days' written notice, terminate the Agreement and may, subject to any prior rights of the surety, if any:

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

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

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

XV. RESOLUTION OF DISPUTES

A. Should the Contractor believe that it is entitled to any relief due to errors, omissions or defects in the Plans or Specifications, or as a result of any act or omission of an independent contractor designer in connection with the Project, the City shall cooperate with the Contractor by permitting the Contractor to pursue legal action against the designer in the name of the City at Contractor's sole risk and expense as the City would otherwise have against such designer. The City shall pay to Contractor such sums as may be recovered from the designer on behalf of Contractor. Other than this duty of cooperation and remittance, the City shall have no liability or obligation to Contractor for any act, error, omission, negligence or breach of duty by a designer.

B. City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed.

C. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the City Public Works Director as to such matter or other action on which the dispute is based. A decision of the City Public Works Director (where appropriate) under GC-7 above; notice of dispute, and direct negotiation, shall be conditions precedent to further action.

D. Arbitration of disputes.
1. Claims, except those waived as provided for elsewhere in this Agreement, which have not been resolved by the procedures described above, shall be decided by arbitration which, unless the parties mutually agree otherwise, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association.

2. A demand for arbitration may be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.

3. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the City or Contractor and any person or entity with whom the City or Contractor has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Contract shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Contract or not a party to an agreement with the City Contractor, except by written consent containing a specific reference to the Agreement signed by the City and Contractor and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

4. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

5. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

XVI. MISCELLANEOUS PROVISIONS

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

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

C. Media Announcements. Contractor shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City.

D. Compliance with Local Laws. Contractor shall comply with all applicable laws, ordinances, and codes of the State of Missouri and local governments, and shall save the City harmless
with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

E. **Equal Employment Opportunity.** During the performance of this Agreement, Contractor agrees as follows:

1. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2. Contractor will, in all solicitation or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.

3. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

F. **Interest of Members of a City.** No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Contractor shall take appropriate steps to assure compliance.

G. **Interest of Contractor and Employees.** Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

H. **Entire Agreement.** This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Contractor, and attached hereto.

I. **Severability.** If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or unenforceable, all remaining parts, terms, and provisions shall remain in full force and effect.

J. **Waiver.** The failure of either party to require performance of this Agreement shall not affect such party’s right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party’s rights with respect to any other provision or breach.

K. **Third Parties.** The Services to be performed by the Contractor are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

CITY OF PARKVILLE, MISSOURI

By: Joe Parente, City Administrator

Melissa McChesney, City Clerk

LIPPERT MECHANICAL SERVICE CORP.

By: Tom Cleaver

01/23/18
Exhibit A

SCOPE OF WORK AND PRICING AGREEMENT

Provide and install two forced air ceiling heaters. One for the men's restroom and one for the ladies restroom. These units will be mounted below the ceiling, protruding 4". Electrical by others.

Price includes:

1) Provide and install two forced air ceiling mounted heaters
2) Provide and install surface mounting brackets
3) Start up and test for proper operation

Cost of above work: $4,940.00

Exclusions: Overtime, Electrical, Work beyond the scope above

Term of Contract – 60 days

This is a Prevailing Wage Project
CITY ADMINISTRATOR
PURCHASING APPROVAL

City of Parkville

Department: Administration

Low Bidder and Contract Amount:
Platte County Board of Elections
2600 NW Prairie View Road
Platte City, MO 64079
$4,306.03

General Scope of Work Description/Project:
April 3, 2018, General Municipal Election Estimated Expenses
Each year the Platte County Board of Elections submits estimated expenses to each entity involved in an election. By statute, the costs are pro-rated among the entities involved in an election. In the past, the Park Hill School District and Parkville Special Road District have been involved. Both entities have a large number of voters (approximately 69,000). In 2018, the school district is having a non-election year and the road district will conduct its own candidate election. Therefore, the cost is being shifted to the remaining entities holding an election in April. The estimated cost for 2018 is historically higher than previous elections for this reason. The estimated expenses for the City's portion are $4,306.03.

Competitive Purchasing Information: (List bidder, address, and price):
The Platte County Board of Elections is responsible for conducting elections within Platte County.

In 2018, the estimated expenses are $4,306.03. The Elections budget line item (501.07-01-00) included $3,500 to cover all election expenses. Staff anticipates savings in other line items in the Administration Budget to cover the overage. Historically, the City has received a reimbursement check for the difference between the estimated amount and the actual cost to the City.

Project Start Date: NA

Estimated Completion Date: NA

Budget Account Code: 10-501.07-01-00

Authorization:
☐ City Administrator: Date: 2/14/2018
☐ Department Head: 
☐ Mayor (if applicable): 
☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)
February 5, 2018

Mrs. Melissa McChesney, City Clerk
City of Parkville
8880 Clark Ave
Parkville MO 64152

Dear Melissa:

Estimated expenses for the April 3, 2018 General Municipal election have been determined.

The City's estimated expenses are $4,306.03. The deposit is due in our office no later than 5:00 p.m., Tuesday, March 13, 2018. Late payments will be assessed a $50/day late fee as provided for in Chapter 115, RSmo.

Costs for the publication of the legal notice of election will be billed directly to the City by the newspapers.

A sample ballot(s) and a public test notice will be sent to the City in a future mailing.

Let us know if we may be of further assistance to you.

Sincerely,

Wendy M. Flanigan
Director

encls.
### Pro-Rata Expense Report

<table>
<thead>
<tr>
<th>Entity</th>
<th>Number of Reg. Voters</th>
<th>% of Reg. Voters</th>
<th>Initial Deposit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Smithville R-2 School District</td>
<td>1027</td>
<td>1.3234%</td>
<td>$1,006.21</td>
</tr>
<tr>
<td>North Platte R-1 School District</td>
<td>2546</td>
<td>3.2807%</td>
<td>$2,494.46</td>
</tr>
<tr>
<td>Southern Platte Ambulance District</td>
<td>3080</td>
<td>3.9688%</td>
<td>$3,017.65</td>
</tr>
<tr>
<td>Central Platte Fire Protection District</td>
<td>8611</td>
<td>11.0959%</td>
<td>$8,436.68</td>
</tr>
<tr>
<td>Southern Platte Fire Protection District</td>
<td>14463</td>
<td>18.6367%</td>
<td>$14,170.22</td>
</tr>
<tr>
<td>Southwest Buchanan Co Fire District</td>
<td>107</td>
<td>0.1379%</td>
<td>$104.83</td>
</tr>
<tr>
<td>Weston Benefit Assess. Road District</td>
<td>2282</td>
<td>2.9405%</td>
<td>$2,235.80</td>
</tr>
<tr>
<td>City of Camden Point</td>
<td>344</td>
<td>0.4433%</td>
<td>$337.04</td>
</tr>
<tr>
<td>City of Dearborn</td>
<td>326</td>
<td>0.4201%</td>
<td>$319.40</td>
</tr>
<tr>
<td>City of Edgerton</td>
<td>375</td>
<td>0.4832%</td>
<td>$367.41</td>
</tr>
<tr>
<td>Village of Farley</td>
<td>193</td>
<td>0.2487%</td>
<td>$189.09</td>
</tr>
<tr>
<td>Village of Ferrelview</td>
<td>260</td>
<td>0.3350%</td>
<td>$254.74</td>
</tr>
<tr>
<td>City of Houston Lake</td>
<td>192</td>
<td>0.2474%</td>
<td>$188.11</td>
</tr>
<tr>
<td>Village of Iatan</td>
<td>33</td>
<td>0.0425%</td>
<td>$32.33</td>
</tr>
<tr>
<td>City of Kansas City</td>
<td>30432</td>
<td>39.2140%</td>
<td>$29,815.95</td>
</tr>
<tr>
<td>City of Lake Waukomis</td>
<td>755</td>
<td>0.9729%</td>
<td>$739.72</td>
</tr>
<tr>
<td>City of Northmoor</td>
<td>191</td>
<td>0.2481%</td>
<td>$187.13</td>
</tr>
<tr>
<td><strong>City of Parkville</strong></td>
<td><strong>4395</strong></td>
<td><strong>5.6633%</strong></td>
<td><strong>$4,306.03</strong></td>
</tr>
<tr>
<td>City of Platte City</td>
<td>2844</td>
<td>3.6647%</td>
<td>$2,786.43</td>
</tr>
<tr>
<td>City of Platte Woods</td>
<td>332</td>
<td>0.4278%</td>
<td>$325.28</td>
</tr>
<tr>
<td>Village of Ridgely</td>
<td>73</td>
<td>0.0941%</td>
<td>$71.52</td>
</tr>
<tr>
<td>City of Riverside</td>
<td>1841</td>
<td>2.3723%</td>
<td>$1,803.73</td>
</tr>
<tr>
<td>City of Smithville</td>
<td>3</td>
<td>0.0039%</td>
<td>$2.94</td>
</tr>
<tr>
<td>City of Tracy</td>
<td>122</td>
<td>0.1572%</td>
<td>$119.53</td>
</tr>
<tr>
<td>City of Weatherby Lake</td>
<td>1580</td>
<td>2.0360%</td>
<td>$1,548.02</td>
</tr>
<tr>
<td>City of Weston</td>
<td>1198</td>
<td>1.5437%</td>
<td>$1,173.75</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>77,605</strong></td>
<td><strong>100.00%</strong></td>
<td><strong>$76,034.00</strong></td>
</tr>
</tbody>
</table>

North Kansas City School District

$25.00

*Cost of publications are directly billed to each entity.*
## General Fund Revenue

### 4th Quarter Budget Variance Report
as of 1/17/18

<table>
<thead>
<tr>
<th>Activity</th>
<th>Projected Revenues</th>
<th>2016 Actual</th>
<th>2017 Budget</th>
<th>2017 YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Taxes</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>41001-00 Real and Personal Property</td>
<td>$962,311</td>
<td>$970,000</td>
<td>$988,892</td>
<td></td>
</tr>
<tr>
<td>41401-00 Sales Tax</td>
<td>$968,137</td>
<td>$990,000</td>
<td>$976,766</td>
<td></td>
</tr>
<tr>
<td>41402-00 Motor Vehicle Sales Tax</td>
<td>$47,409</td>
<td>$47,000</td>
<td>$49,606</td>
<td></td>
</tr>
<tr>
<td>41403-00 Motor Vehicle Fees</td>
<td>$23,749</td>
<td>$24,000</td>
<td>$26,788</td>
<td></td>
</tr>
<tr>
<td>41005-00 Vehicle Tax</td>
<td>$25,986</td>
<td>$26,000</td>
<td>$24,578</td>
<td></td>
</tr>
<tr>
<td>41004-00 Financial Institution Tax</td>
<td>$2,955</td>
<td>$2,500</td>
<td>$338</td>
<td></td>
</tr>
<tr>
<td>41003-00 Corporate Merchants &amp; Manufacturing</td>
<td>$148,946</td>
<td>$150,000</td>
<td>$153,995</td>
<td></td>
</tr>
<tr>
<td>41002-00 Penalties</td>
<td>$3,892</td>
<td>$4,000</td>
<td>$3,426</td>
<td></td>
</tr>
<tr>
<td><strong>Total Taxes</strong></td>
<td>$2,183,385</td>
<td>$2,213,500</td>
<td>$2,224,389</td>
<td></td>
</tr>
</tbody>
</table>

| **Licenses** | | | |
| 41101-00 Dog Licenses | $2,015 | $1,950 | $1,775 |
| 41102-00 Occupational Licenses | $38,650 | $37,000 | $36,238 |
| 41103-00 Peddler's License | $1,110 | $850 | $2,300 |
| 41104-00 Liquor Licenses | $17,057 | $18,000 | $15,566 |
| 41111-00 Credit Card Fees | $1,520 | | |
| 41112-00 Credit Fees <$200 | $155 | | |
| **Total Licenses** | $60,507 | $57,800 | $55,879 |

| **Permits** | | | |
| 41201-00 Building Permits | $207,582 | $182,500 | $275,870 |
| 41201-01 Occupancy Permits | $550 | $500 | $650 |
| 41202-00 Sign Permits | $1,830 | $1,000 | $1,115 |
| 41203-01 Alarm Permits | | | $229 |
| 41204-00 Plumbing Permits | | | |
| 41203-00 Electrical Permits | | | |
| 41205-00 Development Permits | $1,895 | $1,670 | $1,525 |
| 41205-01 Public Improvement Fees | $29,239 | $35,000 | $23,729 |
| 41206-00 Rezoning Permits | 300 | | $954 |
| 41207-00 Sudivision Permit Fees | 22,059 | | $3,590 |
| 41208-00 BZA -Varience, Exception | | | $600 |
| 41209-00 Conditional Use Permits | 662 | | $1,309 |
| 41209-01 Special Event Permit | 3,420 | | $75 |
| 41211-00 Engineering Reviews | | | |
| 41210-00 Grading/Public Works Use Permits | 195 | 1,000 | |
| **Total Permits** | $267,732 | $221,670 | $309,647 |
# General Fund Revenue

## 4th Quarter Budget Variance Report

**as of 1/17/18**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Projected Revenues</th>
<th>2016 Actual</th>
<th>2017 Budget</th>
<th>2017 YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Franchise Fees</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>41301-00 Telecom Franchise</td>
<td>$206,471</td>
<td>$205,000</td>
<td>$183,990</td>
<td></td>
</tr>
<tr>
<td>41302-00 Missouri Gas Energy</td>
<td>$94,507</td>
<td>$120,000</td>
<td>$96,212</td>
<td></td>
</tr>
<tr>
<td>41303-00 Missouri American Water</td>
<td>$116,360</td>
<td>$128,000</td>
<td>$93,811</td>
<td></td>
</tr>
<tr>
<td>41304-00 KC Power &amp; Light</td>
<td>$370,422</td>
<td>$340,000</td>
<td>$393,544</td>
<td></td>
</tr>
<tr>
<td>41305-00 Martin Marietta Stone Royalties</td>
<td>$16,390</td>
<td>$13,000</td>
<td>$12,653</td>
<td></td>
</tr>
<tr>
<td>41306-00 Cable/Video Service Franchise</td>
<td>$71,282</td>
<td>$68,000</td>
<td>$75,380</td>
<td></td>
</tr>
<tr>
<td><strong>Total Franchise Fees</strong></td>
<td><strong>$875,432</strong></td>
<td><strong>$874,000</strong></td>
<td><strong>$855,590</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Other Revenue</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>41501-00 Farmers Market</td>
<td>$1,061</td>
<td>$1,061</td>
<td>$1,193</td>
<td></td>
</tr>
<tr>
<td>41504-00 Park Shelter Reservations</td>
<td>$12,708</td>
<td>$12,000</td>
<td>$10,385</td>
<td></td>
</tr>
<tr>
<td>41504-01 Sports Field Reservations</td>
<td>$14,195</td>
<td>$11,000</td>
<td>$7,500</td>
<td></td>
</tr>
<tr>
<td>41504-02 Special Events Reservations</td>
<td>$11,808</td>
<td>$14,000</td>
<td>$15,867</td>
<td></td>
</tr>
<tr>
<td>41505-01 Nature Sanctuary Programs</td>
<td>$(110)</td>
<td>$2,700</td>
<td>$2,700</td>
<td></td>
</tr>
<tr>
<td>41504-03 Platte Landing Park</td>
<td>$2,700</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td><strong>Total Other Revenue</strong></td>
<td><strong>$42,362</strong></td>
<td><strong>$40,761</strong></td>
<td><strong>$37,645</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Court Revenue</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>41601-00 Fines</td>
<td>$181,708</td>
<td>$220,000</td>
<td>$167,781</td>
<td></td>
</tr>
<tr>
<td>41602-00 CVC Reports</td>
<td>$532</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>41602-01 Appointed Attorney Reimbursement</td>
<td>$3,649</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>41602-02 Boarding of Prisoners Reimbursement</td>
<td>$2,766</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>41603-00 Police Reports</td>
<td>$3,071</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td><strong>Total Court Revenue</strong></td>
<td><strong>$191,726</strong></td>
<td><strong>$220,000</strong></td>
<td><strong>$174,720</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Interest Income</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>41701-00 Interest Income</td>
<td>$8,149</td>
<td>$8,000</td>
<td>$7,598</td>
<td></td>
</tr>
<tr>
<td><strong>Total Interest Income</strong></td>
<td><strong>$8,149</strong></td>
<td><strong>$8,000</strong></td>
<td><strong>$7,598</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Miscellaneous Revenue</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>41801-00 Miscellaneous</td>
<td>9,493</td>
<td>10,000</td>
<td>54,152</td>
<td></td>
</tr>
<tr>
<td>41801-02 Meeting Videos</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>41801-03 Rebates</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>41801-09 Proceeds from Cleanup/Recycling</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>41801-09 Refund from Overpaid FICA</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>41802-00 Leased/Owned Properties</td>
<td>64,665</td>
<td>5,880</td>
<td>22,435</td>
<td></td>
</tr>
<tr>
<td>41803-99 FEMA Flood Reparations</td>
<td>19,204</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>41805-00 Sales of Vehicles &amp; Equipment</td>
<td>10,625</td>
<td>5,000</td>
<td>23,330</td>
<td></td>
</tr>
<tr>
<td>41807-00 Insurance Claim Reimbursement</td>
<td>5,716</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>41808-00 POST Monies</td>
<td>1,200</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>41801-05 Newsletter Advertising</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>41809-00 Communication Tower Rental</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td><strong>Total Miscellaneous Revenue</strong></td>
<td><strong>$109,703</strong></td>
<td><strong>$22,080</strong></td>
<td><strong>$99,917</strong></td>
<td></td>
</tr>
</tbody>
</table>
# General Fund Revenue

## 4th Quarter Budget Variance Report

as of 1/17/18

<table>
<thead>
<tr>
<th>Activity</th>
<th>Projected Revenues</th>
<th>2016 Actual</th>
<th>2017 Budget</th>
<th>2017 YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Grant Revenue</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>41804-00 FEMA Grant</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>41804-01 Police Overtime Grant</td>
<td></td>
<td>955</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>41804-05 Storm Water Grant</td>
<td></td>
<td>10,000</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>41804-06 Safe Routes to School Grant</td>
<td></td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>41804-07 Bulletproof Vest Grant</td>
<td></td>
<td>756</td>
<td>1,500</td>
<td>-</td>
</tr>
<tr>
<td>41804-09 Other Grants</td>
<td></td>
<td>-</td>
<td>9,250</td>
<td>10,000</td>
</tr>
<tr>
<td><strong>Total Grant Revenue</strong></td>
<td>$11,711</td>
<td>$10,750</td>
<td>$10,000</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Transfer</strong></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>From Transportation Fund</td>
<td>$190,000</td>
<td>$225,000</td>
<td>$225,000</td>
</tr>
<tr>
<td>From Fewson Trust</td>
<td>$ -</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Sewer Administrative Fee</td>
<td>$103,530</td>
<td>$150,000</td>
<td>$150,000</td>
</tr>
<tr>
<td>From Projects Fund</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>From Equipment Fund</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>From Parks Donations</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>From Nature Sanctuary Fund</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>From Sewer Special Assessment Fund</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>From Other Donations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>From Brink Meyer Wall Fund</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>From Health Insurance Fund</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adjustments to Receivables</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td><strong>Total Transfers</strong></td>
<td>$293,530</td>
<td>$375,000</td>
<td>$375,000</td>
</tr>
</tbody>
</table>

**Total General Fund Revenues**

<table>
<thead>
<tr>
<th></th>
<th>2016</th>
<th>2017</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4,044,237</td>
<td>4,043,561</td>
<td>4,150,386</td>
</tr>
</tbody>
</table>
## General Fund Expenses
### 4th Quarter Budget Variance Report
as of 1/17/18

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>2016 Actual</th>
<th>2017 Budget</th>
<th>2017 YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Administration</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel</td>
<td>446,992</td>
<td>492,461</td>
<td>485,620</td>
</tr>
<tr>
<td>Insurance</td>
<td>144,272</td>
<td>150,589</td>
<td>157,384</td>
</tr>
<tr>
<td>Utilities</td>
<td>67,486</td>
<td>73,720</td>
<td>93,401</td>
</tr>
<tr>
<td>Capital Expenditures</td>
<td>837</td>
<td>650</td>
<td>1,305</td>
</tr>
<tr>
<td>Office Expenditures</td>
<td>8,727</td>
<td>7,050</td>
<td>10,435</td>
</tr>
<tr>
<td>Maintenance</td>
<td>57,604</td>
<td>44,500</td>
<td>52,435</td>
</tr>
<tr>
<td>City Services</td>
<td>16,956</td>
<td>15,800</td>
<td>8,252</td>
</tr>
<tr>
<td>Professional Fees</td>
<td>205,646</td>
<td>298,222</td>
<td>225,616</td>
</tr>
<tr>
<td>Other Expenditures</td>
<td>16,661</td>
<td>15,200</td>
<td>19,944</td>
</tr>
<tr>
<td><strong>Operating Expenses</strong></td>
<td><strong>965,181</strong></td>
<td><strong>1,098,192</strong></td>
<td><strong>1,054,392</strong></td>
</tr>
<tr>
<td><strong>Police</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel</td>
<td>845,173</td>
<td>979,488</td>
<td>913,994</td>
</tr>
<tr>
<td>Insurance</td>
<td>158,010</td>
<td>156,048</td>
<td>146,879</td>
</tr>
<tr>
<td>Utilities</td>
<td>4,405</td>
<td>5,400</td>
<td>3,898</td>
</tr>
<tr>
<td>Capital Expenditures</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office Expenditures</td>
<td>22,241</td>
<td>24,850</td>
<td>17,528</td>
</tr>
<tr>
<td>Maintenance</td>
<td>36,401</td>
<td>65,800</td>
<td>46,154</td>
</tr>
<tr>
<td>City Services</td>
<td>6,108</td>
<td>8,700</td>
<td>1,090</td>
</tr>
<tr>
<td>Other Expenditures</td>
<td>161</td>
<td>1,850</td>
<td>765</td>
</tr>
<tr>
<td><strong>Operating Expenses</strong></td>
<td><strong>1,072,499</strong></td>
<td><strong>1,242,136</strong></td>
<td><strong>1,130,308</strong></td>
</tr>
<tr>
<td><strong>Municipal Court</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel</td>
<td>107,213</td>
<td>110,605</td>
<td>106,034</td>
</tr>
<tr>
<td>Insurance</td>
<td>12,451</td>
<td>12,425</td>
<td>10,951</td>
</tr>
<tr>
<td>Utilities</td>
<td>130</td>
<td>120</td>
<td>110</td>
</tr>
<tr>
<td>Capital Expenditures</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office Expenditures</td>
<td>5,792</td>
<td>9,250</td>
<td>4,284</td>
</tr>
<tr>
<td>Maintenance</td>
<td>2,842</td>
<td>4,300</td>
<td>2,966</td>
</tr>
<tr>
<td>City Services</td>
<td>11,729</td>
<td>18,800</td>
<td>14,364</td>
</tr>
<tr>
<td>Other Expenditures</td>
<td>315</td>
<td>400</td>
<td>302</td>
</tr>
<tr>
<td><strong>Operating Expenses</strong></td>
<td><strong>140,472</strong></td>
<td><strong>155,900</strong></td>
<td><strong>139,012</strong></td>
</tr>
</tbody>
</table>
# General Fund Expenses

## 4th Quarter Budget Variance Report

as of 1/17/18

### Expenditures

<table>
<thead>
<tr>
<th></th>
<th>2016 Actual</th>
<th>2017 Budget</th>
<th>2017 YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Public Works</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel</td>
<td>152,869</td>
<td>172,866</td>
<td>176,289</td>
</tr>
<tr>
<td>Insurance</td>
<td>13,408</td>
<td>17,860</td>
<td>24,082</td>
</tr>
<tr>
<td>Utilities</td>
<td>727</td>
<td>730</td>
<td>506</td>
</tr>
<tr>
<td>Office Expenditures</td>
<td>1,111</td>
<td>1,300</td>
<td>818</td>
</tr>
<tr>
<td>Maintenance</td>
<td>2,808</td>
<td>3,500</td>
<td>2,808</td>
</tr>
<tr>
<td>Professional Fees</td>
<td>10,527</td>
<td>30,000</td>
<td>29,156</td>
</tr>
<tr>
<td>Other Expenditures</td>
<td>270</td>
<td>500</td>
<td>745</td>
</tr>
<tr>
<td><strong>Operating Expenses</strong></td>
<td><strong>181,720</strong></td>
<td><strong>226,756</strong></td>
<td><strong>234,403</strong></td>
</tr>
<tr>
<td><strong>Community Development</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel</td>
<td>227,496</td>
<td>251,087</td>
<td>250,240</td>
</tr>
<tr>
<td>Insurance</td>
<td>22,805</td>
<td>22,551</td>
<td>14,058</td>
</tr>
<tr>
<td>Utilities</td>
<td>1,630</td>
<td>1,600</td>
<td>1,452</td>
</tr>
<tr>
<td>Office Expenditures</td>
<td>3,339</td>
<td>3,950</td>
<td>3,360</td>
</tr>
<tr>
<td>Maintenance</td>
<td>1,090</td>
<td>1,700</td>
<td>1,207</td>
</tr>
<tr>
<td>City Services</td>
<td>2,175</td>
<td>5,500</td>
<td>2,233</td>
</tr>
<tr>
<td>Professional Fees</td>
<td>1,270</td>
<td>6,300</td>
<td>6,633</td>
</tr>
<tr>
<td>Other Expenditures</td>
<td>565</td>
<td>350</td>
<td>191</td>
</tr>
<tr>
<td><strong>Operating Expenses</strong></td>
<td><strong>260,370</strong></td>
<td><strong>293,038</strong></td>
<td><strong>279,373</strong></td>
</tr>
<tr>
<td><strong>Street Department</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel</td>
<td>275,705</td>
<td>305,280</td>
<td>289,815</td>
</tr>
<tr>
<td>Insurance</td>
<td>68,252</td>
<td>68,598</td>
<td>61,200</td>
</tr>
<tr>
<td>Utilities</td>
<td>12,797</td>
<td>15,400</td>
<td>12,879</td>
</tr>
<tr>
<td>Office Expenditures</td>
<td>8,896</td>
<td>9,900</td>
<td>9,681</td>
</tr>
<tr>
<td>Maintenance</td>
<td>-</td>
<td>-</td>
<td>159</td>
</tr>
<tr>
<td>City Services</td>
<td>19,414</td>
<td>23,148</td>
<td>21,584</td>
</tr>
<tr>
<td>Professional Fees</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Other Expenditures</td>
<td>74</td>
<td>250</td>
<td>169</td>
</tr>
<tr>
<td><strong>Operating Expenses</strong></td>
<td><strong>385,138</strong></td>
<td><strong>422,576</strong></td>
<td><strong>395,488</strong></td>
</tr>
</tbody>
</table>
# General Fund Expenses

## 4th Quarter Budget Variance Report

*as of 1/17/18*

### Expenditures

<table>
<thead>
<tr>
<th></th>
<th>2016 Actual</th>
<th>2017 Budget</th>
<th>2017 YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Parks Department</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel</td>
<td>159,758</td>
<td>188,623</td>
<td>176,060</td>
</tr>
<tr>
<td>Insurance</td>
<td>30,024</td>
<td>26,931</td>
<td>24,289</td>
</tr>
<tr>
<td>Utilities</td>
<td>28,662</td>
<td>33,200</td>
<td>29,332</td>
</tr>
<tr>
<td>Office Expenditures</td>
<td>23,504</td>
<td>28,975</td>
<td>38,284</td>
</tr>
<tr>
<td>Maintenance</td>
<td>36,366</td>
<td>48,250</td>
<td>35,966</td>
</tr>
<tr>
<td>City Services</td>
<td>45,176</td>
<td>46,500</td>
<td>30,957</td>
</tr>
<tr>
<td>Other Expenditures</td>
<td>772</td>
<td>1,000</td>
<td>565</td>
</tr>
<tr>
<td><strong>Operating Expenses</strong></td>
<td><strong>324,262</strong></td>
<td><strong>373,479</strong></td>
<td><strong>335,453</strong></td>
</tr>
<tr>
<td><strong>Nature Sanctuary</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel</td>
<td>21,350</td>
<td>27,431</td>
<td>30,574</td>
</tr>
<tr>
<td>Utilities</td>
<td>218</td>
<td>600</td>
<td>224</td>
</tr>
<tr>
<td>Capital Expenditures</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Office Expenditures</td>
<td>5,136</td>
<td>4,770</td>
<td>4,339</td>
</tr>
<tr>
<td>Maintenance</td>
<td>6,609</td>
<td>6,750</td>
<td>4,265</td>
</tr>
<tr>
<td>City Services</td>
<td>55</td>
<td>150</td>
<td>203</td>
</tr>
<tr>
<td>Other Expenditures</td>
<td>178</td>
<td>500</td>
<td>332</td>
</tr>
<tr>
<td><strong>Operating Expenses</strong></td>
<td><strong>33,546</strong></td>
<td><strong>40,201</strong></td>
<td><strong>39,936</strong></td>
</tr>
<tr>
<td><strong>Public Information</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel</td>
<td>11,000</td>
<td>12,300</td>
<td>12,450</td>
</tr>
<tr>
<td>Capital Expenditures</td>
<td>100</td>
<td>23</td>
<td></td>
</tr>
<tr>
<td>Office Expenditures</td>
<td>200</td>
<td>217</td>
<td></td>
</tr>
<tr>
<td>Maintenance</td>
<td>559</td>
<td>660</td>
<td>1,359</td>
</tr>
<tr>
<td>Other Expenditures</td>
<td>699</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Operating Expenses</strong></td>
<td><strong>12,258</strong></td>
<td><strong>13,260</strong></td>
<td><strong>14,050</strong></td>
</tr>
<tr>
<td><strong>Information Technology</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel</td>
<td>21,159</td>
<td>20,400</td>
<td>17,276</td>
</tr>
<tr>
<td>IT Expenditures</td>
<td>21,953</td>
<td>27,383</td>
<td>30,352</td>
</tr>
<tr>
<td>Maintenance</td>
<td>2,124</td>
<td>2,124</td>
<td>2,124</td>
</tr>
<tr>
<td><strong>Operating Expenses</strong></td>
<td><strong>45,236</strong></td>
<td><strong>49,907</strong></td>
<td><strong>49,752</strong></td>
</tr>
</tbody>
</table>
# General Fund Expenses

## 4th Quarter Budget Variance Report

as of 1/17/18

### Expenditures

<table>
<thead>
<tr>
<th>General Fund Capital Outlay</th>
<th>2016</th>
<th>2017</th>
<th>2017 YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>6,699</td>
<td>83,745</td>
<td>45,526</td>
</tr>
<tr>
<td>Police</td>
<td>42,031</td>
<td>41,150</td>
<td>46,912</td>
</tr>
<tr>
<td>Public Works</td>
<td>31,855</td>
<td>94,000</td>
<td>69,275</td>
</tr>
<tr>
<td>Municipal Court</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Community Development</td>
<td>98,241</td>
<td>9,000</td>
<td>14,838</td>
</tr>
<tr>
<td>Streets</td>
<td></td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>Parks</td>
<td>116,578</td>
<td>201,000</td>
<td>43,025</td>
</tr>
<tr>
<td>Nature Sanctuary</td>
<td></td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>PIO/IT</td>
<td>4,925</td>
<td>6,000</td>
<td>6,333</td>
</tr>
<tr>
<td><strong>Capital Outlay</strong></td>
<td>300,329</td>
<td>434,895</td>
<td>225,909</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Transfers</th>
<th>2016</th>
<th>2017</th>
<th>2017 YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>To Economic Development</td>
<td>(46)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To Equipment Fund</td>
<td>(42)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To Projects Fund</td>
<td>(95)</td>
<td>15,910</td>
<td></td>
</tr>
<tr>
<td>To Debt Service Fund</td>
<td></td>
<td>4,366</td>
<td></td>
</tr>
<tr>
<td>To Retaining Wall Fund</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>To Emergency Reserve Fund</td>
<td>(50)</td>
<td>317,500</td>
<td>317,500</td>
</tr>
<tr>
<td><strong>Transfers</strong></td>
<td>333,410</td>
<td>317,500</td>
<td>317,500</td>
</tr>
</tbody>
</table>

**Total of General Fund:**

- **2016 Actual:** 4,054,421
- **2017 Budget:** 4,667,840
- **2017 YTD:** 4,215,575
Minutes

1. CALL TO ORDER

Chair Sportsman called the meeting to order at 4:31 p.m. A quorum was present.

- **Members Present:** Chair Marc Sportsman, Vice Chair Dave Rittman, Nan Johnston, Robert Lock and Tina Welch
- **City Staff Present:** City Administrator Joe Parente, Police Chief Kevin Chrisman, Public Works Director Alysen Abel, Finance/Human Resources Director Matthew Chapman, Community Development Director Stephen Lachky, Assistant to the City Administrator Anna Mitchell and City Clerk Melissa McChesney

2. FINANCIAL UPDATES

A. **City Administrator Approvals**

City Administrator Joe Parente provided an overview of a purchase approved within his authority.

3. ACTION ITEMS

A. **Approve the minutes from the January 8, 2018, meeting**

Dave Rittman moved to approve the January 8, 2018, minutes. Tina Welch seconded; motion passed 5-0.

B. **Approve the 2018 Parkville Economic Development Council investment renewal and public services agreement**

City Administrator Joe Parente stated that the draft agreement was presented to the Finance Committee on January 8 and no action was taken. They directed staff to address three issues, which were discussed in closed session on January 16. The revised agreement increased the number of city-appointed voting members and addressed concerns with conflict resolution and liability insurance. The final decision regarding conflict resolution would be made by the Parkville Economic Development Council (PEDC) chair and the dispute would be reported to the Board of Aldermen and the PEDC Board of Directors. Parente added that the PEDC insurance policies were shared with Midwest Public Risk and staff was waiting on their response.

Rittman moved to recommend the Board of Aldermen approve the public services agreement and the 2018 investment renewal with the Parkville Economic Development Council in the amount of $40,000. Welch seconded; motion passed 5-0.

C. **Approve a construction agreement with GPS Concrete Construction for the installation of the concrete floor for the Riverview Shelter**

Public Works Director Alysen Abel said that the City received a donation from Friends of Parkville Parks for a new shelter south of Grigsby Field. In September 2017 the Board of Aldermen approved a construction agreement with Fry & Associates for the new shelter; the bid request included an alternate for a concrete floor. Abel noted that staff anticipated better pricing through concrete contractors so the floor was bid separately. She provided an overview of the funding for the project and noted that it was approximately $6,000 over budget; the overage could be covered by savings in other projects in the Parks budget and Capital Improvement Program.
Rittman moved to recommend that the Board of Aldermen approve a construction agreement with GPS Concrete Construction for the installation of the concrete floor for the Riverview Shelter in the amount of $12,240. Welch seconded; motion passed 5-0.

D. Approve a construction agreement with SMICO Contracting Group LLC for the reconstruction of the South National Pump Station

Public Works Director Alysen Abel provided an overview of the project, noting that it was originally planned for 2017 but due to unexpected sewer emergencies, the design was budgeted in 2017 and construction was budgeted in 2018. A bid opening was held in January and nine responses were received. Abel noted that the bid was over budget because there were elements added for the control panel and to provide better access and maintenance, which staff decided to incorporate after the 2018 budget was set. She added that staff would monitor other sewer projects to find savings in other areas to cover the overage.

Rittman moved to recommend that the Board of Aldermen approve a construction agreement with SMICO Contracting Group to reconstruct the South National Pump Station in the amount of $60,152. Welch seconded; motion passed 5-0.

4. NON-ACTION ITEMS

5. UNFINISHED BUSINESS (postponed from prior meetings)

6. OTHER BUSINESS

Discussion focused on the status of improvements to Highway 9 from Highway 45 to Lakeview Drive which were anticipated to begin in late 2018, the status of the Kevin Green development, the Burlington Northern Santa Fe trail easement, and railroad quiet zones in downtown Parkville.

7. ADJOURNMENT

Chair Sportsman adjourned the meeting at 5:15 p.m.

Submitted by:

Melissa McChesney Approval Date
City Clerk
CITY OF PARKVILLE
Policy Report

Date: Thursday, February 8, 2018

Prepared By: Anna Mitchell
Assistant to the City Administrator

Reviewed By: Joe Parente
City Administrator

ISSUE: Approve a three-year agreement with the Friends of the Parkville Animal Shelter (FOPAS) for services through 2020.

BACKGROUND: In 2008, the City executed an agreement to utilize the services of FOPAS with respect to stray or abandoned cats and dogs within the city limits of Parkville. The agreement has been renewed on an annual basis each year from 2008 to 2015, and the first three-year renewal was approved to provide services for 2015-2017. The shelter provides basic care for animals that are not claimed including food/shelter, spay/neuter, vaccinations, microchipping, health examination and other medical care as needed. FOPAS receives a 50% discount for treatment at the Amity Woods Animal Hospital and is therefore able to provide a more affordable service than the City could obtain through other providers. This arrangement has worked well in the past, and staff recommends renewing the agreement for three years with the same terms and conditions.

BUDGET IMPACT: In exchange for services, the City agrees to pay FOPAS $500 per month ($6,000 annually). This expense is budgeted in the Administration Division (501) of the General Fund (10).

ALTERNATIVES:
1. Approve Amendment No. 8 to the Agreement with FOPAS to extend services through December 31, 2020.
2. Provide further direction to staff regarding the Agreement Amendment No. 8 with FOPAS.
3. Do not approve the agreement.
4. Table the item.

STAFF RECOMMENDATION: Staff recommends the approval of a three-year contract extension with FOPAS in the amount of $6,000 annually, for a total three-year amount of $18,000.

POLICY: The Purchasing Policy, Resolution No. 17-016, requires Board of Aldermen approval for all purchases above $10,000 upon recommendation of the Finance Committee.

SUGGESTED MOTION: I move to recommend to the Board of Aldermen to approve Amendment No. 8 with the Friends of Parkville Animal Shelter to extend the agreement for three years through December 31, 2020, in the amount of $6,000 annually, with a total three-year financial commitment of $18,000.

ATTACHMENTS:
1. Original Agreement
2. Amendment No. 8

WHEREAS, FOPAS has been determined to be exempt from federal income tax under Section 501(a) as an organization described in Section 501(c)(3) of the Internal Revenue code; and

WHEREAS, FOPAS maintains a facility (the Shelter) where they house and care for abandoned, stray and otherwise homeless domestic dogs and cats within the city limits of Parkville, Missouri until such time as the dogs and cats are adopted; and

WHEREAS, the City wishes to utilize the services and resources of FOPAS with respect to stray or abandoned dogs and cats within the city limits of Parkville.

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

Section 1. The Mayor is hereby authorized and directed to sign an agreement with the Friends of the Parkville Animal Shelter (FOPAS), attached hereto and incorporated herein by reference.

Section 2. The City agrees to pay to FOPAS the amount of five hundred dollars ($500.00) per calendar month, subject to the terms and conditions set out in the attached agreement.

Section 3. The duration of said agreement shall be from January 1, 2008 through December 31, 2008.

Section 4. This ordinance shall be effective immediately upon its passage and approval.

PASSED and APPROVED this 25th day of March 2008.

ATTESTED:

Claudia Willhite
City Clerk Claudia Willhite
Agreement between

The City of Parkville

and

Friends of the Parkville Animal Shelter

In consideration of the mutual covenants and undertakings contained herein, the City of Parkville (the City) and the Friends of the Parkville Animal Shelter (FOPAS) do hereby agree as follows:

WHEREAS, FOPAS is an animal rescue group incorporated in the State of Missouri under the Missouri Nonprofit Corporation Law and licensed as an Animal Shelter by the State of Missouri;

WHEREAS, FOPAS has been determined to be exempt from federal income tax under Section 501(a) as an organization described in Section 501(c)(3) of the Internal Revenue Code;

WHEREAS, FOPAS is maintained almost exclusively through the work of volunteers and is not affiliated with any community or governmental unity;

WHEREAS, FOPAS maintains a facility where they house and care for abandoned, stray and otherwise homeless domestic dogs and cats within the city limits of Parkville Missouri (the Shelter) until such time as the dogs and cats are adopted; and

WHEREAS, the City wishes to utilize the services and resources of FOPAS with respect to stray or abandoned dogs and cats within the city limits of Parkville.

NOW THEREFORE, the City agrees to pay to FOPAS the amount of $500.00 (FIVE HUNDRED DOLLARS) per calendar month in exchange for which FOPAS agrees, subject to the terms and conditions set out in this or subsequent paragraphs, to accept dogs (a) picked up as a stray by the police or other city workers within the city limits of Parkville or (b) turned into the police by a person other than the owner of the animal as “found” but only if the dog is found within the city limits of Parkville (hereinafter collectively referred to as "stray animals").

FOPAS's agreement to accept stray animals is subject to the following terms and conditions:

1. FOPAS agrees to keep any stray animal in a clean and safe environment, to provide medical care as necessary (see paragraph 7), to feed the stray animal a nutritious diet (which will be determined at the sole discretion of FOPAS) twice daily, and to otherwise provide for the well being of the stray animal to the full extent of the resources of FOPAS.

2. FOPAS is obligated to accept only stray animals brought to it by the Parkville Police Department (the Police Department).
3. FOPAS will maintain at least one pen on their property to which to Police Department has access where a dog which has been picked up by the Police Department can be placed. If no one affiliated with FOPAS is present at the Shelter the Police Department will notify a FOPAS representative by telephone as soon as possible that the dog will be or has been placed in the pen. FOPAS may keep the stray dog in the pen or they may, at their discretion, place the dog in an indoor pen or take the dog to a veterinary facility for medical treatment in accordance with the provisions of paragraph 7 below.

4. If a stray animal is found within Parkville by a resident of Parkville and is reported to the Police Department, and, at its discretion, the Police Department elects to bring the stray animal to the Shelter, the Police will take the name and address of the person who is turning in the animal, plus information about where and when the animal was found. FOPAS will be provided with a copy of the information taken by the Police Department.

5. If a stray dog is being reclaimed by an owner through the Police Department the Police Department will, if possible, provide FOPAS with adequate advance notice so that a FOPAS representative can be present. FOPAS may elect not to have a representative present. FOPAS will be provided with a copy of the name and address of anyone reclaiming a stray animal. The Police Department may release any stray animal without FOPAS presence.

6. FOPAS will keep stray animals on behalf of the City and available for reclaiming by the owner for five (5) business days ("business days" shall be week days excluding any holiday recognized as such by the United States Post Office).

7. During these first 5 days, any medical treatment determined to be necessary for the stray animal may be sought by FOPAS at a veterinarian of their choice and the City will, in addition to the normal monthly fee paid to FOPAS, be responsible for the cost of such treatment provided FOPAS has received advance approval of the Police Department to seek medical treatment. The Police Department agrees that someone with the authority to approve such treatment will be available 7 days a week, 24 hours a day, that such person will be made known to FOPAS in advance to allow FOPAS to go directly to such person, that the decision will be based on the best interests of the animal, and that FOPAS will receive a response to the request for approval within 30 minutes of the initial request. If no response is received within 30 minutes and FOPAS continues to believe that medical treatment is necessary, FOPAS may seek such treatment and the City will be responsible for the cost. FOPAS agrees to make all reasonable efforts to use a veterinarian, if any, who gives a discount to FOPAS. “Reasonable efforts” does not require FOPAS to wait for treatment if doing so would, in FOPAS’s judgment, endanger the stray animal.

8. By the end of the fifth day that FOPAS has possession of the stray animal, FOPAS will notify the City whether FOPAS will assume ownership of such stray animal. If FOPAS does not assume ownership of the animal, the Police Department will remove the stray animal from the Shelter on the sixth day.

9. Notwithstanding the provisions of paragraph 8, FOPAS will not be required to keep any dog for any length of time that is so violent or vicious that it poses a threat to other animals or FOPAS staff or volunteers ("dangerous animals"). The determination of whether an animal is dangerous is within the sole discretion of FOPAS, which determination will be made in good faith. FOPAS
will notify the Police Department that a stray animal has been determined to be dangerous and the Police will immediately remove the animal from the Shelter.

This Agreement may be altered or amended only by a written amendment signed by both parties.

The failure to enforce any term or condition by either party will be not be deemed to be a waiver of such term or condition by that party.

The term of this agreement shall be from January 1, 2008 to December 31, 2008.

Signed this 2nd day of April, 2008.

THE CITY OF PARKVILLE, MISSOURI

By: Kathryn A. Dusenberg

Signed this 5th day of April, 2008.

THE FRIENDS OF PARKVILLE ANIMAL SHELTER

By: Leslie D. Page

Leslie D. Page
Amendment No. 8

The Agreement between the City of Parkville and the Friends of the Parkville Animal Shelter originally for the period from January 1, 2008, through December 31, 2008, and extended by Amendment No. 7 through December 31, 2017, is hereby amended as follows:

Whereas the parties thereto desire to continue the agreement for three (3) years to cover the period from January 1, 2018, through December 31, 2020, without alteration, with the understanding that the City will pay to the Friends of the Parkville Animal Shelter six thousand ($6,000) annually for services for the 2018, 2019 and 2020 calendar years.

In all other respects said Agreement shall remain unchanged.

THE CITY OF PARKVILLE, MISSOURI

____________________________________  Date: ______________________
Mayor Nanette K. Johnston

ATTESTED:

____________________________________
City Clerk Melissa McChesney

FRIENDS OF THE PARKVILLE ANIMAL SHELTER (FOPAS)

____________________________________  Date: ______________________
Kathryn Baker, President
CITY OF PARKVILLE
Policy Report

Date: Wednesday, February 7, 2018

Prepared By: Melissa McChesney
City Clerk

Reviewed By: Joe Parente
City Administrator

ISSUE:
Approve the purchase of an e-Studio 6506ACT multi-function copier from Toshiba Business Solutions for City Hall.

BACKGROUND:
Since 2010, the City has owned a Toshiba e-Studio 6530CT multi-function copier at City Hall and has an annual maintenance contract through Toshiba Business Solutions. A majority of the printing is done by Administration, Community Development and Public Works, but Court and the Police Department also use it when necessary. The typical life span of a copier is six to ten years. The current machine was pre-owned before the City purchased it in 2010.

Over the past 12 months, the current copier has been fixed 13 times due to worn out parts, paper jams and other issues (most occurred within the past 4 months). Due to the frequency of issues, staff felt it was the appropriate time to budget for the purchase of a new copier in 2018.

At the Finance Committee meeting on October 9, 2017, the Police Department requested approval to purchase a new copier to replace their broken machine. The Committee discussed leasing versus purchasing and it was determined that there were significant savings by purchasing a new machine versus the total cost over the term of a lease. When researching options for a new copier for City Hall, staff came to the same conclusion and recommends purchasing a new copier.

Since the current machine meets the City’s needs, staff looked into similar equipment. Quotes were solicited from three vendors to both purchase and lease a new copier.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Purchase</th>
<th>Lease</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Price</td>
<td>Term</td>
<td>Price/Month</td>
</tr>
<tr>
<td>Toshiba Business Solutions</td>
<td>$12,313.44</td>
<td>63 months</td>
<td>$253.21</td>
</tr>
<tr>
<td>Ricoh USA</td>
<td>$19,170.00</td>
<td>60 months</td>
<td>$427.30</td>
</tr>
<tr>
<td>ProServe</td>
<td>$21,980.00</td>
<td>60 months</td>
<td>$485.00</td>
</tr>
</tbody>
</table>

The low quote was received from Toshiba Business Solutions. The annual maintenance cost will be approximately $145 less per month than what the City currently pays (shown in the chart below). The cost per page includes full-service maintenance (all parts, labor and supplies, except staples and paper).

<table>
<thead>
<tr>
<th></th>
<th>Cost per page BW</th>
<th>Cost per page Color</th>
<th>Average Cost/Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current</td>
<td>$0.0089</td>
<td>$0.0519</td>
<td>$220</td>
</tr>
<tr>
<td>e-Studio 6506ACT</td>
<td>$0.0056</td>
<td>$0.0300</td>
<td>$75</td>
</tr>
<tr>
<td>Savings</td>
<td>$0.0033</td>
<td>$0.0489</td>
<td>$145</td>
</tr>
</tbody>
</table>

Average cost per month is based on 2017 average of 12,000 BW and 2,200 color copies per month.
The City owns the current machine and there are some options for what to do with it once the new copier is in service. Toshiba can give the City a credit and remove the current copier at no cost to the City. Another option is to find a company that refurbishes old copiers, but most vendors charge about $1,500 to remove and ship old equipment to a resale company. This cost would be the City’s responsibility and was not budgeted in 2018. The final option would be to keep the current machine and use it elsewhere at City Hall. The disadvantage of this option is that the cost per page is higher than what will be charged with the new machine and the additional money was not budgeted in any department’s 2018 budget. Staff reviewed pricing for a smaller black and white scanner/copier, geared toward single copies, for the Public Works and Community Development side of the administrative offices. It was determined that this would be a more cost effective alternative than to continue to pay the monthly maintenance cost for the old copier. Staff will continue to research options and determine if an additional machine is needed.

BUDGET IMPACT:
The 2018 Capital Improvement Program includes $15,000 for the purchase of a new copier. The purchase price for the new copier is $12,313.44. The Administration budget for the Office Equipment & Maintenance line item (501.06-34-00) is $4,000. The annual maintenance cost for the new copy machine is estimated between $900 and $1,200. Both the purchase of the copier and the annual maintenance cost are estimated to result in a budget savings.

ALTERNATIVES:
1. Approve the purchase of an e-Studio 6506ACT multi-function copier from Toshiba Business Solutions for $12,313.44.
2. Approve the lease of an e-Studio 6506ACT copier from Toshiba Business Solutions for $253.21 per month for 63 months for a total amount of $15,952.23.
3. Do not approve the purchase and provide additional direction to staff.
4. Postpone the item.

STAFF RECOMMENDATION:
Staff recommends that the Finance Committee recommend that the Board of Aldermen approve the purchase of an e-STUDIO 6506ACT multi-function copier from Toshiba Business Solutions.

POLICY:
The Purchasing Policy, Resolution No. 17-016, requires Board of Aldermen approval for all purchases above $10,000 upon recommendation of the Finance Committee.

SUGGESTED MOTION:
I move to recommend that the Board of Aldermen approve the purchase of an e-Studio 6506ACT multi-function copier from Toshiba Business Solutions in the amount of $12,313.44.

ATTACHMENTS:
1. Purchase Order
2. Quote
3. Specifications Sheet
PURCHASE ORDER
(non-construction)

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

Date: February 20, 2018

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

VENDOR Toshiba Business Solutions
2732 NE Independence Avenue
Lee’s Summit, MO 64064
Phone: (816) 379-4421

SHIP TO: Parkville City Hall, 8880 Clark Avenue, Parkville, MO 64152

INVOICE TO: Parkville City Hall, 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 twelve thousand, three hundred thirteen dollars 44/100 ($12,313.44) 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 60 days after delivery of goods and receipt of invoice. This purchase order is only valid through March 31, 2018.
**ITEMS:**

Pursuant to NASPO ValuePoint Award for Solicitation #3091 for Copiers, Printers and Related Devices

Hardware and maintenance agreement for eStudio 6506ACT

Maintenance term 63 months
CPP
Click Charge: BW: $0.056; Color $0.03

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

**SCHEDULE OF DELIVERY:**

F.O.B. Parkville City Hall, 8880 Clark Avenue, Parkville, MO 64152

Delivery to be scheduled with City Clerk Melissa McChesney at (816) 741-7676.

**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”) TOSHIBA BUSINESS SOLUTIONS (“Vendor”)

By: ________________________________ By: ________________________________

Title: ______________________________ Title: ______________________________

Date: ______________________________ Date: ______________________________
Investment Schedule:

Retail Price $38,320.00
Purchase Price $12,313.44
Monthly Equipment Lease Price $253.21

Full-service Maintenance

B/W Clicks @ $0.0056
Color Clicks @ $0.03

Maintenance at a zero click allowance. Includes full-service maintenance (all parts, labor and supplies except paper and staples). Cost per click billed monthly in arrears at $0.0056 for b&w images and $0.03 color.

All above pricing valued by NASPO through the State of Missouri.

If you have questions, please contact me at (816) 379-4421 or via email at kyle.bergman@tbs.toshiba.com I will be happy to help.

Thank you,

Kyle Bergman
Proposed Solution for:

Toshiba e-STUDIO6506ACT

Toshiba proudly introduces the new e-STUDIO6506ACT! With graphic-color images at 65 and b&w images at 75 ppm and dual-head scanning, this device sets a new standard for workgroup productivity.

Features

- 65 PPM graphic color, 75 PPM B&W
- 300-sheet dual-scan document feeder (120 ipm simplex/240 imp duplex @ 300 dpi)
- e-Bridge Next controller with multi-core Intel Atom processor and 320 GB SED
- Up to 5,700-sheet paper capacity
  - Two 550-sheet paper trays (statement to 12 X 18; up to 140 lb index)
  - 2,000-sheet tandem cabinet (up to 140 lb index stock)
- 2,500-sheet external Large Capacity Feeder
- 100-sheet bypass (envelope to banner-sized; up to 158 lb index)
- 50-sheet saddle stitch finisher with 2 & 3 bi-directional hole punch
- Scan to file, email or FTP in TIFF, PDF or JPEG formats
- 315,000 maximum monthly duty cycle
- Customizable touch screen tablet for scanning, printing and faxing
- Full QWERTY keyboard under touch screen
- Direct print from and scan to USB capability
- Data Overwrite wipes HDD five times to ensure data security
- Self-encrypting hard drive destroys itself to prevent tampering
- Embedded proximity card reader
- Includes Next Gen PCS Power Filter

Benefits

- High-speed, high capacity scanner prevents the need for separate, dedicated scanners
- Customizable touch screen for individual users or departments
- Full QWERTY keyboard makes file entry and sending email easier at the screen
- Automatic Toner Replenishment takes away burden of ordering supplies
- Internet-connect feature allows users to access files
- High paper capacity prevents the need for constant paper refills
CITY OF PARKVILLE
Policy Report

Date: February 6, 2018

Prepared By: Jon Jordan
Captain

Reviewed By: Kevin L. Chrisman
Chief of Police

ISSUE:
Approve the purchase of a new Ford Taurus All Wheel Drive Police Interceptor Sedan vehicle to be used as a patrol vehicle from Shawnee Mission Ford of Shawnee, Kansas.

BACKGROUND:
Ford Motor Company ceased producing the Crown Victoria Police Vehicle in 2012, and since then the City has purchased Ford Taurus All Wheel Drive police vehicles. The City has had a favorable experience with the last five Ford Taurus All Wheel Drive police vehicles purchased to replace patrol vehicles.

The request for sealed bid packet was posted on the City’s website and email notifications of the request for sealed bids were sent to five area Ford dealerships (all in Missouri). Only one bid was received by the February 1, 2018, deadline; it was from Shawnee Mission Ford in Shawnee, Kansas, which obtained the RFB from the internet. None of the five emailed dealerships submitted bids by the deadline; they included (1) Joe Machen’s Ford of Columbia, Missouri; (2) Gary Crossley Ford of Liberty, Missouri; (3) Dick Smith Ford of Raytown, Missouri; (4) Dave Littleton Ford of Smithville, Missouri; and (5) Thoroughbred Ford of Kansas City, Missouri.

Parkville City Clerk Melissa McChesney and Captain Jordan opened the only sealed bid received by the deadline at 9:30 a.m. on February 1st. The only bid received for the new Ford Police Interceptor sedan (Taurus) was $27,421.00 from Shawnee Mission Ford of Shawnee, Kansas. This bid is $298.72 higher than last year.

Pending a surplus declaration from the Board of Aldermen, the department will auction a 2011 Ford Crown Victoria with approximately 96,000 miles through KCI Auto Auction. The 2011 vehicle is currently being used as the Detective Sergeant’s vehicle and is one of the oldest patrol vehicles in the fleet. It is also the last rear-wheel drive vehicle the Police Department has. The funds from the sale of the 2011 Ford Crown Victoria vehicle will be returned to the City’s General Fund per policy.

BUDGET IMPACT:
The bid received was $27,421.00. The 2018 Capital Improvement Program (CIP) includes $36,534.00 from the General Fund for the purchase of a new Ford police vehicle including required equipment, i.e., light bar, prisoner cage, video system, decals, etc., as deemed necessary, to make it patrol ready.

ALTERNATIVES:
1. Approve the purchase of a police interceptor vehicle from Shawnee Mission Ford for $27,421.00.
2. Do not approve the purchase and provide alternative direction to staff.
3. Postpone the purchase.
STAFF RECOMMENDATION:
Staff recommends that the Finance Committee recommend that the Board of Aldermen purchase the vehicle from Shawnee Mission Ford.

POLICY:
The Purchasing Policy, Resolution No. 17-016, requires the Finance Committee to make recommendations to the Board of Aldermen for all purchases in excess of $10,000. The policy further requires that any asset which at the time of purchase cost $2,500 or more must be declared surplus by the Board of Aldermen prior to disposal.

SUGGESTED MOTION:
I move to recommend that the Board of Aldermen purchase a new Ford Taurus Police Interceptor Sedan from Shawnee Mission Ford of Shawnee, Kansas, in the amount of $27,421.00 and declare the 2011 Ford Crown Victoria vehicle as surplus and eligible for auction.

ATTACHMENTS:
1. Bid Tabulation
2. Purchase Order
# BID TABULATION

2018 Ford Police Sedan (Taurus) Interceptor Vehicle  
Monday, February 1, 2018  
9:30 a.m.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shawnee Mission Ford</td>
<td>$27,421.00</td>
</tr>
<tr>
<td>(Shawnee, KS)</td>
<td></td>
</tr>
</tbody>
</table>


Attachment 2 - PURCHASE ORDER (non-construction)

CITY OF PARKVILLE (PURCHASER)

Date: 1-31-18

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

VENDOR

Shawnee Mission Ford

11501 Emmy

Shawnee KS 66203

Phone: 913-248-2887 Fax: 913-631-7325

SHIP TO: Parkville City Hall 3330 Oak Ave. Parkville, MO 64152

INVOICE TO: City of Parkville 333 Oak Ave. Parkville, MO 64152

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

Vendor agrees to furnish the following goods in accordance with the terms and provisions of this Purchase Order Agreement consisting of five (5) pages including attachments A & B.

Purchaser agrees to pay the total sum of Twenty Seven Thousand Four Hundred Dollars ($27,421) 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 6-8-18.

* If within the Kansas City metropolitan area, the City, at its sole discretion, may elect to pick the vehicle up at the dealership rather than having it delivered to Parkville City Hall
ITEMS:

<Insert based on selected bid>

<table>
<thead>
<tr>
<th>SCHEDULE OF DELIVERY:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Timeline:</strong></td>
</tr>
<tr>
<td>Parkville will order the vehicle approximately 02/27/2018 with the delivery/payment of vehicle expected on or before 5/29/2018.*</td>
</tr>
<tr>
<td>*Note: The timeline is an estimate based on the City's intended purchase schedule, any changes in the timeline will be mutually agreed upon.</td>
</tr>
</tbody>
</table>

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

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 a signed copy of this Purchase Order 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")

By: ________________________________

Title: ________________________________

Vendor: ________________________________

By: ________________________________

Title: ________________________________

- Page 5 of 9 -
**Attachment 3 - BID FORM**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
<th>Comply</th>
<th>Alternate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Vehicle</td>
<td>$</td>
<td>✔️</td>
<td>☐</td>
</tr>
<tr>
<td>Freight</td>
<td>$</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Assembly</td>
<td>$</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$27,421</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

*Please indicate above if the equipment included in the bid complies with the specifications or if you are providing an alternate bid. For any item in which an alternate is proposed, please describe the variation from the specifications. A separate sheet may be attached.*

---

Estimated time from order to delivery for vehicle (days): 90-120

---

**Bidder Information**

Company: **Shawnee Mission Ford**

Representative: **Jay Cooper**

Phone: **913-248-9287**  Fax: **913-631-7325**

Email: **jay.cooper@shawneemissionford.com**  Website: **www.shawneemissionford.com**

Address: **1501 Smoky Shawnee KS 66203**

---

- Page 9 of 9 -
<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>P2M AWD INTERCEPTOR</td>
<td></td>
<td>29305</td>
</tr>
<tr>
<td>G1 SHADOW BLACK</td>
<td></td>
<td></td>
</tr>
<tr>
<td>R CLOTH/VINYL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>W BLACK</td>
<td></td>
<td></td>
</tr>
<tr>
<td>500A EQUIP GRP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>99K .3-7L TIVCT V6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>44J .6-SPD AUTO TRAN</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13C DARK CAR LAMP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20P NOISE SUP BONDS</td>
<td></td>
<td>95</td>
</tr>
<tr>
<td>21L SPOT LAMP DR</td>
<td></td>
<td>340</td>
</tr>
<tr>
<td>43B KEY CODE 1284X</td>
<td></td>
<td>50</td>
</tr>
<tr>
<td>67D PWR WND DISABLE</td>
<td></td>
<td>25</td>
</tr>
<tr>
<td>856 ROAD READY PKG</td>
<td></td>
<td>3570</td>
</tr>
<tr>
<td>TOTAL BASE AND OPTIONS</td>
<td></td>
<td>34280</td>
</tr>
<tr>
<td>TOTAL</td>
<td>82</td>
<td>34280</td>
</tr>
</tbody>
</table>

*THIS IS NOT AN INVOICE*

* MORE ORDER INFO NEXT PAGE *

**$27,421**

2018 Ford Sedan, AWD
Order No: 9999  Priority: C2  Ord FIN: QG175  Order Type: SB  Price Level: 815
Ord Code: 500A  Cust/Flt Name: PARKVILLE  PO Number: RETAIL

- 100W SIREN/SPKR
- RR CONSOLE Plat
- TRUNK FAN
- SP DLR ACCT ADJ
- SP FLT ACCT CR
- FUEL CHARGE

B4A NET INV FLT OPT  NC
PRICED DORA  NC
DEST AND DELIV  875

TOTAL BASE AND OPTIONS 34280
TOTAL 34280

*THIS IS NOT AN INVOICE*

F1=Help  F2=Return to Order  F3/F12=Veh Ord Menu
F4=Submit  F5=Add to Library  5099 - PRESS F4 TO SUBMIT

V1DP0207  2,6
CITY OF PARKVILLE
Policy Report

Date: February 7, 2018

Prepared By: Alysen Abel
Public Works Director

Reviewed By: Melissa McChesney
City Clerk

ISSUE:
Request to approve a two year maintenance agreement with FTC Equipment, LLC for the on-call pump maintenance and repair services.

BACKGROUND:
In 2015, the City implemented a new purchasing policy and updated contract documents. The previous city attorney recommended that staff begin entering into multi-year service contracts for routine services in order to lock in prices and avoid having to repeat the process to accept quotes for smaller scopes of work. The intent was to select a single vendor to provide priority services to the City during emergency and non-emergency situations.

There are numerous services that Public Works staff needs on a routine and emergency basis throughout the year. The City has similar agreements with (1) Arbor Masters for tree trimming and tree removal, and (2) H&H Septic Service for sewer cleaning and repair.

For the past two years, the City contracted with Mid-America Pump for on-call pump maintenance repair. The two-year service contract outlined the price structure for any routine maintenance that is scheduled throughout the year on the City’s pumps, as well as locking in the pricing for emergency situations.

The City maintains pumps at six pump stations and RAS (Return Activated Sludge) pumps at the Wastewater Treatment Facility (WWTF), with a total of 15 sewer pumps. The average life of a pump varies from about 10 to 15 years. The life of the pump can be extended when the proper preventative maintenance is performed. Preventative maintenance includes annual inspection of the pump and an oil change. Lack of preventative maintenance could void any warranties from the pump manufacturer.

On December 19, 2017, the City released a Request for Qualifications (RFQ) for the on-call pump maintenance and repair services. The RFQ requested information from the respondents about their relevant work experience, availability, background and training, references and sample reports. Two companies (Alliance Pump and FTC Equipment) responded to the request. A selection committee composed of Public Works staff reviewed the qualifications and selected FTC Equipment as the top candidate.

With the qualifications, staff requested pricing structures for routine maintenance to the pumps, as well as hourly rates outside of the routine pump maintenance. FTC Equipment provided reasonable pricing associated with the annual preventative maintenance to the pumps.

The City has previously worked with both FTC Equipment, who has supplied the City with the Flygt and ABS pumps.
BUDGET IMPACT:
The Sewer Fund includes budget for pump station maintenance and building maintenance for the WWTF for the pump preventative maintenance and emergency repairs. Depending on the nature of the work being performed, staff will use the proper maintenance budget item.

ALTERNATIVES:
1. Approve the maintenance agreement with FTC Equipment.
2. Do not approve the maintenance agreement.
3. Provide further direction to staff regarding the maintenance agreement.
4. Postpone the item.

STAFF RECOMMENDATION:
Staff recommends the approval of a two-year maintenance agreement with FTC Equipment for the on-call pump maintenance and repair services.

POLICY:
The Purchasing Policy, Resolution No. 17-016, requires Board of Aldermen approval for all purchases above $10,000 upon recommendation of the Finance Committee.

SUGGESTED MOTION:
I move to recommend that the Board of Aldermen approve a two-year maintenance agreement with FTC Equipment, LLC for on-call pump maintenance and repair services, with the unit prices listed in the agreement.

ATTACHMENT:
1. Maintenance Agreement
SMALL CONSTRUCTION SERVICES AGREEMENT
MAINTENANCE OR REPAIR PROJECT

THIS SERVICE AGREEMENT, entered into on this 20th day of February 2018, by and between the CITY OF PARKVILLE, MISSOURI ("City") and FTC EQUIPMENT, LLC, ("Contractor").

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

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

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

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

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

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

III. SCHEDULE

A. Time is of the essence in performance of this Agreement.

B. Unless otherwise directed by the City, Contractor shall commence performance of the Construction Services upon execution of this Agreement.

C. Services shall be completed within the schedule set forth on Exhibit "A".

D. Neither the City nor the Contractor shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.

E. If Exhibit "A" contains a provision for Liquidated Damages, it shall be because the parties have agreed that late completion of the Construction Services by Contractor would cause irreparable harm to the City, which harm is difficult to quantify; and that the parties have agreed that the amount stated in Exhibit "A" for Liquidated Damages is a fair approximation of the daily costs that the City would incur for late Substantial Completion of the work.

IV. CHANGES

A. The City reserves the right to issue Changes, both additive and deductive, to the Scope of Work at the City’s discretion. Contractor shall advise the City of additional costs and time delays, if any, resulting from such Changes, before Contractor performs the Changes. No adjustment to the Contract Time or Contract Price will be permitted unless Contractor has advised the City of the potential impact prior to commencing work on the Change, and the City either issues a Change Order which is agreed to by the parties, or the City directs the Contractor to proceed.

B. Contractor shall provide Construction Services under this Agreement only upon written request of the City and only to the extent defined and required by the City. Any additional services or materials provided by the Contractor without the City’s prior written consent shall be at the Contractor's own risk, cost, and expense, and Contractor shall not make a claim for compensation from the City for such work.
V. INDEMNIFICATION

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

B. Contractor's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Contractor whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.

VI. INSURANCE

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

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

A. Contractor's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any and all employees of the Contractor.

B. Unless otherwise stated in Exhibit “A”, Contractor shall be represented by a Superintendent or Foreman authorized to give and receive all instruction and notices from and to the City at all times while performing Construction Services, and shall have on site a person who is fluent in all languages necessary to communicate instructions regarding the work and information regarding medical emergencies with Contractor's employees and subcontractors.

C. All of the Construction Services required hereunder will be performed by the Contractor or under Contractor’s supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

D. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement including, but not limited to, indemnification, insurance and warranties.
E. Contractor and all subcontractors with a contract value of $5,000 or more shall execute affidavits on the form attached as Exhibit "D", attesting to their compliance with RSMo. § 285.530.5 concerning compliance with Missouri’s Worker Eligibility requirements.

F. Contractor and all subcontractors must require all on-site employees to complete the ten-hour construction training program required under Section 292.675 RSMo. unless they have previously completed the program and have documentation of having done so. Contractor shall execute the affidavit attached as Exhibit "E", attesting that it has provided OSHA safety training for its on-site employees. Contractor will forfeit a penalty to the City of $2,500 plus an additional $100 for each employee employed by Contractor or any subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. See Section 292.675 RSMo.

G. No illegal drug or alcohol usage will be tolerated at the Site. All persons admitted to work on the Site will dress appropriately and avoid foul language. Music shall not be played at volume levels that would be objectionable to third-parties. Any worker found by the City to be violating these conduct requirements will be removed immediately.

VIII. WARRANTY

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

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

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

X. **RELATIONSHIP OF THE PARTIES**

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

XI. **NOTICES**

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

B. Notices sent by Contractor shall be sent to:

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

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

   FTC Equipment, LLC  
   5238 Winner Road  
   Kansas City, MO 64127  
   816-833-7200  
   Mike Malasek, President

XII. **CORRECTION OF WORK**

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

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

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

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

D. When any of the above reasons exist, the City may without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor’s surety, if any, seven (7) days’ written notice, terminate the Agreement and may, subject to any prior rights of the surety, if any:
   1. Exclude the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
   2. Direct the work of subcontractors; and
   3. Finish the Work by whatever reasonable method the City may deem expedient. Upon written request of the Contractor, the City shall furnish to the Contractor a detailed accounting of the costs incurred by the City in finishing the Work.

E. When the Owner terminates the Agreement for one of the reasons stated in Section XIV. A., the Contractor shall not be entitled to receive further payment until the Work is finished.
F. If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for the services and expenses of a designer, and legal, consultant and testing fees made necessary thereby, and other damages incurred by the City and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor or its surety, if any, shall pay the difference to the City upon demand. The obligation for payment, if any, shall survive termination of the Agreement.

MISCELLANEOUS PROVISIONS

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

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

C. Media Announcements. Contractor shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City.

D. Compliance with Local Laws. Contractor shall comply with all applicable laws, ordinances, and codes of the State of Missouri and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

E. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:

i. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ii. Contractor will, in all solicitation or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.

iii. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

F. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with
the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Contractor shall take appropriate steps to assure compliance.

G. Interest of Contractor and Employees. Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

H. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Contractor, and attached hereto.

I. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.

J. Waiver. The failure of either party to require performance of this Agreement shall not affect such party’s right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party’s rights with respect to any other provision or breach.

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

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

CITY OF PARKVILLE, MISSOURI

By: __________________________
     Nanette K. Johnston, Mayor

ATTEST:

____________________________
Melissa McChesney, City Clerk

CONTRACTOR

By: __________________________
     __________________________
     FTC Equipment, LLC
EXHIBIT A

SCOPE OF WORK AND PRICING AGREEMENT

A. The Scope of Work includes on-call pump maintenance and repair services to include, but not be limited to:

1. Preventative Maintenance:
   A. Pull pump
   B. Remove and inspect volute and impeller
   C. Inspect and change oil
   D. Measure and record voltage on all 3 phases. Test motor winding resistance. Test seal leakage current (if applicable). Check and record run amps. Check and tighten all power connections at terminal box.
   E. Verify float/VFD operation
   F. Check power cord conditions
   G. Re-seal all conduits between pump wet well and electrical control boxes
   H. Vacuum prime pumps only: Verify pump priming cycle. Remove and clean sensor electrode and glass electrode housing and verify operation.
   I. When preventative maintenance is complete, perform pump down test to verify that the pump is operational.
   J. Provide a detailed service report with written and photographic documentation of each process.
   K. Records maintenance

2. Repair Maintenance
   A. Pull pump, investigate control panel, etc.
   B. Perform trouble-shooting and field inspection.
   C. Report findings and make written recommendations with pricing estimates to Director of Public Works or authorized representative.
   D. Make repairs as authorized by Director of Public Works or authorized representative in accordance with on-call contract pricing.

B. This Agreement allows the City to call on Contractor for assistance during emergency and non-emergency work scenarios. The situations will require different response times due to the severity and urgency of the work.

1. Emergency – An emergency situation requires a response time within 4 hours for a condition that jeopardizes public safety; and with 24 hours for a condition that constitutes a public inconvenience. Work will be authorized by the Public Works Director or authorized representative.

2. Non-emergency – A non-emergency situation requires a response time within 2 business days or a timeframe that is mutually agreed upon by both parties.
C. Contractor shall commence the Work upon notice from the Director of Public Works or authorized representative. Contractor and City representative will agree on scope of work and determine a timeframe to complete for both emergency and non-emergency work prior to Contractor performing any work. Additional labor required by unforeseen site issues must be authorized by City in advance. Any work not authorized by the City, and performed by the Contractor without City approval, shall be at the Contractor’s own risk, cost and expense, and Contractor shall not make claim for compensation from the City for such work.

D. Upon completion of the work, and approval of such work by the City, Contractor shall submit an invoice in accordance with the provisions set forth in Paragraph II (B) of this Agreement.
### Specifications and Billing Rates

<table>
<thead>
<tr>
<th>PUMP INFORMATION</th>
<th>FLAT RATE/EA</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Hwy. FF pump station</strong>&lt;br&gt;(2) Smith &amp; Loveless Pumps&lt;br&gt;Model # 4B3B 15 HP</td>
<td>$150/EA ($300 Total for Station)</td>
</tr>
<tr>
<td><strong>McAfee PS</strong>&lt;br&gt;(2) ABS pumps&lt;br&gt;Model # AFP 1077 ME430/4/43.60 60HP</td>
<td>$200/EA ($400 Total for Station)</td>
</tr>
<tr>
<td><strong>Pinecrest PS</strong>&lt;br&gt;(2) ABS pumps&lt;br&gt;Model # XFP100E-CB1.2 PE105/4 14HP</td>
<td>$175/EA (350 Total for Station)</td>
</tr>
<tr>
<td><strong>45 Highway PS</strong>&lt;br&gt;(2) Flygt pumps&lt;br&gt;Model # CP3102.180.0820 5HP</td>
<td>$150/EA ($300 total for Station)</td>
</tr>
<tr>
<td><strong>Nationals</strong>&lt;br&gt;(2) Flygt pumps&lt;br&gt;Model # CP3170-090-6060 30HP</td>
<td>$175/EA ($350 total for Station)</td>
</tr>
<tr>
<td><strong>Riverhills PS</strong>&lt;br&gt;(2) Flygt pumps&lt;br&gt;Model # CR3140-090-6066 15 HP</td>
<td>$175/EA ($350 Total for Station)</td>
</tr>
<tr>
<td><strong>WWTF RAS pumps</strong>&lt;br&gt;(3) ABS pumps&lt;br&gt;2-Model #AFP1546.2-M105/4 14 HP&lt;br&gt;1- Model #XFP 105E-CB1.4-PE105/4 14 HP3</td>
<td>$175/EA ($525 Total for Location)</td>
</tr>
</tbody>
</table>

### EMERGENCY REPAIR SERVICES

<table>
<thead>
<tr>
<th>SCOPE OF WORK</th>
<th>Regular Hourly</th>
<th>Overtime Hourly</th>
<th>Weekends Hourly</th>
<th>Holidays Hourly</th>
</tr>
</thead>
<tbody>
<tr>
<td>FIELD MECHANIC</td>
<td>$85.00</td>
<td>$127.50</td>
<td>$170.00</td>
<td>$170.00</td>
</tr>
<tr>
<td>SHOP MECHANIC</td>
<td>$75.00</td>
<td>$112.50</td>
<td>$150.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>CONFINED SPACE ENTRY</td>
<td>$110.00</td>
<td>$165.00</td>
<td>$220.00</td>
<td>$220.00</td>
</tr>
<tr>
<td>BOOM TRUCK TRIP CHARGE</td>
<td>$150.00</td>
<td>$150.00</td>
<td>$150.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>(Including Operator)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
COMMON REPAIRS

Based on a **15 HP** pump size, indicate a total price (labor, materials, and truck/tool charges) to perform common repairs as listed.

<table>
<thead>
<tr>
<th>SCOPE OF WORK</th>
<th>Non-Emergency</th>
<th>Emergency</th>
<th>Weekends</th>
<th>Holidays Hourly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic repair: Seals, O-Rings, hardware</td>
<td>$1,200.00</td>
<td>$1,800.00</td>
<td>$1,800.00</td>
<td>$1,800.00</td>
</tr>
<tr>
<td>Submersible pump motor rewind 0HP-70HP</td>
<td>$500</td>
<td>$750</td>
<td>$750</td>
<td>$750</td>
</tr>
<tr>
<td>Vibration analyses and report</td>
<td>$350</td>
<td>$350</td>
<td>$350</td>
<td>$350</td>
</tr>
<tr>
<td>Replace bearings and seals</td>
<td>$1,200.00</td>
<td>$1,800.00</td>
<td>$1,800.00</td>
<td>$1,800.00</td>
</tr>
<tr>
<td>Replace seals only</td>
<td>$850</td>
<td>$1,250</td>
<td>$1,250</td>
<td>$1,250</td>
</tr>
<tr>
<td>Replace power cord</td>
<td>$250</td>
<td>$350</td>
<td>$350</td>
<td>$350</td>
</tr>
</tbody>
</table>

Indicate percent markup on material and parts:

- $0.00 - $1,999.99  **25%**
- $2,000 - $4,999.00  **25%**
- $5,000 and up  **25%**
CITY OF PARKVILLE
Policy Report

Date: February 8, 2018

Prepared By: Alysen Abel
Public Works Director

Reviewed By: Melissa McChesney
City Clerk

ISSUE:
Approve a construction agreement with Reinhold Electric, Inc. to install new streetlights downtown.

BACKGROUND:
In 2016, the City completed the Route 9 Downtown Entryway Project, which included the installation of sidewalk, streetlight and signage improvements from White Alloe Bridge to the city limits. New decorative streetlights were installed through a partnership with KCP&L and Park University. KCP&L owns and maintains the lights and the City pays an annual tariff for the service. Through an agreement, Park University will reimburse the City for a portion of the annual tariff.

In 2016, the downtown merchants approached the City to improve the streetlights in the downtown area, primarily on Main and 1st Streets. The arrangement on the Route 9 project provides a model for updating the streetlights. KCP&L will install and maintain the streetlights, while the local entity completes the design and commits to the annual tariff. The City is responsible for the installation of the conduit, wire, and pole bases. After the initial construction is complete, KCP&L will set the poles for the streetlights.

The cost of the engineering design will be covered by a grant from Parkville Old Towne Marketplace Community Improvement District (POTMCID) in the amount of $12,500. POTMCID will issue the payment once the streetlights have been installed. On March 7, 2017, the POTMCID Board of Directors approved a grant in the amount of $3,400 per year to cover the cost differential for upgrading the decorative lighting.

On March 21, 2017, the Board of Aldermen approved a professional services agreement with TranSystems for the design of the downtown streetlight project. The design was completed in late 2017. The bid documents were released in January and on February 7, 2018, two companies responded to the bid request. Reinhold Electric was the low bidder with a quote of $59,780.

Since the City has no experience working with Reinhold Electric, staff contacted the contractor for references. Staff reached out to the references and received favorable feedback.

BUDGET IMPACT:
The cost of the engineering will be covered by the POTMCID grant. There will be no budget impact to the annual tariff rate - the difference between the existing lights and proposed decorative lights will be covered by the POTMCID at a cost not to exceed $3,400 per year.

The cost of the Downtown Streetlight Project was not included in the 2018 Capital Improvements Program (CIP). The City previously indicated it will assume the cost of sidewalk restoration portion of the project as part of its annual sidewalk program. Based on initial conversations with KCP&L, it was assumed the electrical conduit portion of the construction would be covered by
KCP&L. After subsequent conversations, the construction of the conduit, wire and pole bases are typically the responsibility of the local municipality. KCP&L will purchase and install the street light poles and fixtures as part of their tariff reimbursement program. Since the wiring expense was not included in the approved sidewalk budget, staff will prepare and present a revised budget document for adoption that includes the installation of the electrical wiring for the streetlights and the reconstruction of the brick sidewalk.

ALTERNATIVES:
1. Approve a construction agreement with Reinhold Electric for the new downtown streetlight project.
2. Provide further direction to staff regarding the downtown streetlights.
3. Postpone the item.

STAFF RECOMMENDATION:
Staff recommends approval of a construction agreement with Reinhold Electric for the new downtown streetlight project. Although they have no experience working for the City, staff received positive feedback from references.

POLICY:
The Purchasing Policy, Resolution No. 17-016, requires Board of Aldermen approval for all purchases above $10,000 upon recommendation of the Finance Committee.

SUGGESTED MOTION:
I move to recommend that the Board of Aldermen approve a construction agreement with Reinhold Electric to install new streetlights downtown in the amount of $59,780.

ATTACHMENTS:
1. Bid Tabulation
2. Construction Agreement
BID TABULATION

DOWNTOWN STREETLIGHTS
Bid Opening Wednesday, February 7, 2018
10:05 a.m., Public Works Conference Room

<table>
<thead>
<tr>
<th>Bidder Name</th>
<th>BASE TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reinhold Electric, Inc. St. Louis, MO</td>
<td>$59,780.00</td>
</tr>
<tr>
<td>Capital Electric Line Builders, Inc. Riverside, MO</td>
<td>$112,669.00</td>
</tr>
</tbody>
</table>

(*) Recommended Award of Purchase
CITY OF PARKVILLE, MO

AGREEMENT BETWEEN CITY OF PARKVILLE AND CONTRACTOR FOR DOWNTOWN STREETLIGHT PROJECT

This agreement is made and entered into this 6th day of March, 2018, by and between the City of Parkville, Missouri, (hereinafter the “City”) and REINHOLD ELECTRIC, INC. (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.

Work Timeframe:
The work will commence once the City issues a notice-to-proceed and the Board of Aldermen have approved the contract. This is a 30 calendar day project from Notice to Proceed.

Measurement and Payment:
Exhibit C of the construction agreement includes the details related to the measurement and payment of the bid items.
Sequence of Work:
The Contractor shall sequence work in such a way as to minimize disruptions to the general public. Work hours shall be restricted to 7 a.m. to 5 p.m Monday-Friday unless approved otherwise. Coordination with downtown business owners that are directly affected will be required. Contractor will be required to provide access to businesses during construction.

Environmental and Safety Requirements:
The project shall comply with all local, state, and federal regulations, including but not limited to EPA, OSHA, and Missouri clean water and clean air requirements.

Traffic Control:
Traffic Control shall meet all requirements as outlined in the current edition of the Manual for Uniform Traffic Control devices (MUTCD). Traffic control shall be considered subsidiary to other bid items. Any work not specifically outlined, but required shall be considered subsidiary to other bid items.

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 Missouri and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. The City shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of FIFTY NINE THOUSAND SEVEN HUNDRED EIGHTY DOLLARS ($59,780.00) (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 60 days. 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 $100.00 for each and every calendar day the work remains incomplete over the specified completion time.

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:

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit A</td>
<td>General Conditions of the Contract</td>
</tr>
<tr>
<td>Exhibit A-1</td>
<td>Special Conditions of the Contract</td>
</tr>
<tr>
<td>Exhibit B-1</td>
<td>Performance Bond</td>
</tr>
<tr>
<td>Exhibit B-2</td>
<td>Payment Bond</td>
</tr>
<tr>
<td>Exhibit C</td>
<td>Scope of Project</td>
</tr>
<tr>
<td>Exhibit D</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Exhibit E</td>
<td>Contractor’s Affidavit Acknowledging Federal Lobbying Activities and Conflict of Interest Prohibition</td>
</tr>
<tr>
<td>Exhibit F</td>
<td>Sales tax exemption documentation forms</td>
</tr>
<tr>
<td>Exhibit G</td>
<td>Contractor’s Affidavit of Compliance with Non-Discrimination and Equal Employment Opportunity Laws</td>
</tr>
<tr>
<td>Exhibit</td>
<td>Description</td>
</tr>
<tr>
<td>---------</td>
<td>-------------</td>
</tr>
<tr>
<td>Exhibit H</td>
<td>Affidavit of Compliance with Safety Training Requirements (§292.675 R.S. Mo.)</td>
</tr>
<tr>
<td>Exhibit I</td>
<td>Affidavit of Compliance with R.S. Mo §285.530.6</td>
</tr>
<tr>
<td>Exhibit J-1</td>
<td>Applicable Missouri Prevailing Wage Rates</td>
</tr>
<tr>
<td>Exhibit J-2</td>
<td>Prevailing Wage Rate Reporting Form</td>
</tr>
<tr>
<td>Exhibit J-3</td>
<td>Certification of Compliance with Prevailing Wage Requirements</td>
</tr>
<tr>
<td>Exhibit K</td>
<td>Insurance Requirements</td>
</tr>
<tr>
<td>Exhibit L</td>
<td>Bill of Sale</td>
</tr>
<tr>
<td>Exhibit M</td>
<td>Bailment Agreement</td>
</tr>
<tr>
<td>Exhibit N</td>
<td>Conditional Partial Waiver of Lien and Release of Claims</td>
</tr>
<tr>
<td>Exhibit O</td>
<td>Conditional Final Waiver of Lien and Release of Claims</td>
</tr>
<tr>
<td></td>
<td>Certificate of Final completion</td>
</tr>
<tr>
<td></td>
<td>Construction Change Directive</td>
</tr>
<tr>
<td></td>
<td>Change Order</td>
</tr>
</tbody>
</table>
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 this contract in the prescribed form and manner, the day and year first above written.

CITY OF PARKVILLE, MISSOURI

By: Nanette K. Johnston
Title: Mayor

ATTEST:

____________________________________
Melissa McChesney, City Clerk

REINHOLD ELECTRIC, INC.

Contractor

By _________________________________

(SEAL)

Title ________________________________

(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.)
CITY OF PARKVILLE  
Policy Report

Date: February 7, 2018

Prepared By: Alysen Abel  
Public Works Director

Reviewed By: Melissa McChesney  
City Clerk

ISSUE:
Request to approve a land use and waste disposal agreement with Damon Pursell Construction for the use of its property for the annual clean-up events in 2018.

BACKGROUND:
In the past, the City has contracted with Damon Pursell Construction for the use of its property at 6105 NW River Park Drive for the City’s annual clean-up and yard waste collection events.

The City offers two clean-up events, one in the spring and one in the fall. The Spring Clean-Up event will be held on Saturday, April 21, 2018, and the Fall Clean-Up event will be held on Saturday, October 13, 2018. Both events will include yard waste collection. The Curbside Pickup event is scheduled for Monday, October 15, 2018. The City will pay a lump sum amount for each of the clean-up events in the amount of $1,300 per event.

Additionally, the City offers two collection periods for residents to drop off yard waste. The Spring Drop-Off will be held from April 23 to May 11, 2018, and the Fall Drop-Off will be held from October 15 to November 30, 2018. The collection fee structure is based on the volume of the yard waste collection. The fee schedule, included in the agreement, ranges from $2.00 per bag to $30 for a dual-axle trailer.

The fee structure has been the same over the past couple of years. Due to recent increased property taxes, Pursell had to increase their pricing structure to assist with covering expenses. The table below shows the fee increases from 2017 to 2018.

<table>
<thead>
<tr>
<th></th>
<th>2017 Fee</th>
<th>2018 Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lump Sum Cleanup per Event</td>
<td>$1,100</td>
<td>$1,300</td>
</tr>
<tr>
<td>Yard Waste per Bag</td>
<td>$1.00</td>
<td>$2.00</td>
</tr>
<tr>
<td>Yard Waste per Pickup</td>
<td>$10.00</td>
<td>$12.00</td>
</tr>
<tr>
<td>Yard Waste per Cab Pickup</td>
<td>$15.00</td>
<td>$15.00</td>
</tr>
<tr>
<td>Yard Waste per Single Axle Trailer</td>
<td>$20.00</td>
<td>$20.00</td>
</tr>
<tr>
<td>Yard Waste per Dual Axle Trailer</td>
<td>$30.00</td>
<td>$30.00</td>
</tr>
</tbody>
</table>

In 2017, staff increased the timeframe associated with the yard waste collection period for the fall to accommodate a late fall season. Based on the positive feedback received from the residents, staff recommends continuing the extended period for yard waste collection.

BUDGET IMPACT:
The 2018 Streets Budget includes $14,000 for non-personnel expenses associated with the semi-annual cleanup events. In 2017, the City paid Damon Pursell Construction $1,949 for the Spring Clean-Up event and $2,893 for the Fall Clean-Up event.
In an effort to review the budget impact of the new fee structure, staff used the 2017 collection rates to anticipate the 2018 budget impact. Staff estimates the increase will be about $500 per event.

ALTERNATIVES:
1. Approve the land use and waste disposal agreement with Damon Pursell Construction.
2. Approve the agreement subject to proposed changes.
3. Do not approve the agreement and provide further direction to staff.
4. Postpone the item.

STAFF RECOMMENDATION:
Staff recommends approval of the land use and waste disposal agreement with Damon Pursell Construction, with a lump sum cost for the Saturday Clean-Up Events and unit prices for the yard waste collection periods, as outlined in the agreement.

POLICY:
The Purchasing Policy, Resolution No. 17-016, requires Board of Aldermen approval for all purchases above $10,000 upon recommendation of the Finance Committee.

SUGGESTED MOTION:
I move to recommend that the Board of Aldermen approve the land use and waste disposal agreement with Damon Pursell Construction for the 2018 clean-up events.

ATTACHMENT:
1. Land Use and Waste Disposal Agreement
LAND USE AND WASTE DISPOSAL AGREEMENT

This Agreement is made on this day of February 2018, by and between the CITY OF PARKVILLE, MISSOURI, hereinafter referred to as “CITY”, and Damon Pursell Construction Company, hereinafter referred to as “OWNER ”.

WHEREAS, CITY requires space to operate clean-up and debris removal operations during the year; and

WHEREAS, OWNER agrees to allow the CITY to use land at 6105 NW River Park Drive, Riverside, Missouri (the “Site”) as a collection site for citywide clean-up efforts.

NOW, THEREFORE, the CITY and the OWNER agree as follows:

1. Term. The term of this Agreement shall be for a period beginning upon execution of this Agreement and running until December 31, 2018.

2. Grant of Use. OWNER agrees to allow the CITY to use the Site for the Spring Clean-Up Event on April 21, 2018, and for the Fall Clean-Up Event on October 13, 2018 and for the City of Parkville Curbside Pickup on October 15, 2018. The CITY will have access to the property beginning at 8:00 AM until 5:00 PM on April 21, 2018 and October 13, 2018, for the designated events. The OWNER grants the CITY all rights of access, ingress and egress necessary to dispose of material. In addition, the OWNER agrees to allow the CITY to use the Site for Parkville residents to dump yard waste debris for two collection periods from April 23, 2018 to May 11, 2018, and from October 15, 2018 to November 30, 2018, except weekends and observed holidays.

3. Fee. The CITY shall pay to the OWNER a lump sum amount of one thousand three hundred dollars ($1,300.00) for the Spring Clean-Up Event on April 21, 2018, and one thousand three hundred dollars ($1,300.00) for the Fall Clean-Up Event on October 13, 2018. Both events will include yard waste collection.

The CITY shall pay to the OWNER the following fees for residential types of yard waste collection dropped off during the two collection periods from Monday, April 23, 2018 to Friday, May 11, 2018, and from Monday, October 15, 2018 to Friday, November 30, 2018.

| Per Bag     | Two Dollars ($2.00)  |
| Per Pickup  | Twelve Dollars ($12.00) |
| Per Pickup – Cab Level | Fifteen Dollars ($15.00) |
| Per Trailer – Single Axle | Twenty Dollars ($20.00) |
| Per Trailer – Two Axle | Thirty Dollars ($30.00) |

Commercial loads will not be accepted. The fees for yard waste shall only be applicable during the designated times for yard waste collection identified in Section 2.

4. Insurance. The CITY agrees to accept all liability for its use of the Site as defined herein, and all persons, and property owned by persons allowed on the Site by the CITY. CITY will provide OWNER with a certificate of insurance for liability with a general aggregate of not less than $2,000,000.00. OWNER will be named as an additional insured on the policy with respects to the Site.
5. **Residency Verification.** The OWNER agrees to verify City of Parkville residency for all yard waste collections. Residency may be verified by either a Platte County paid property tax receipt that demonstrates a tax liability to the City of Parkville or a City of Parkville sanitary sewer utility bill or receipt. Other forms of identification, such as driver’s licenses, that state a Parkville address by do not confirm residency within the city limits are not acceptable.

6. **Billing.** OWNER shall submit an itemized invoice to the CITY on the first day of each month following an event or collection period stated in Section 2. The invoice shall detail the Services that were provided in the month immediately prior, and shall include a list of verified addresses associated with yard waste collection and billing. 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 OWNER of the nature of the dispute regarding the balance.

7. **Restrictions.** The CITY will not allow disposal of any hazardous materials or substances and claim full responsibility for any hazardous material disposed of on the property.

8. **Waste Removal.** The CITY will provide appropriate containers for all non-yard waste collected and will remove all items collected, other than yard waste, within one week of the Spring Clean-Up Event on April 21, 2018 and the Fall Clean-Up Event on October 13, 2018.

9. **Supervision.** The CITY will provide supervision on the property for the collection events on April 21, 2018, October 13, 2018 and October 15, 2018.

10. **Modification.** This document constitutes the entire agreement between the OWNER and the CITY. The terms, covenants and conditions of this Agreement may not be changed orally, but only by an instrument in writing executed by both parties.

11. **Termination.** The CITY may at any time and for any reason terminate the Agreement upon ten (10) days written notice to the OWNER.

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

13. **Successors and Assigns.** This Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

14. **Notice.** Written notice regarding this Agreement shall be effective upon receipt via hand-delivery; three working days after deposit in the U.S. Mail, or by confirmed delivery by certified delivery services to the following address:

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

   **To OWNER:**
   Damian Pursell Construction Company
   300 North Church Road
   Liberty, MO 64068
   Casey Kelly
   CKelly@dpursell.com
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on this 6th day of February, 2018.

CITY OF PARKVILLE, MISSOURI

__________________________
Mayor Nanette K. Johnston

ATTEST:

__________________________
City Clerk Melissa McChesney

__________________________
Casey Kelley
Darrion Pursell Construction Company
CITY OF PARKVILLE
Policy Report

Date: February 14, 2018

Prepared By: Matthew Chapman
Prepared By: Matthew Chapman
Finance/Human Resources Director

Reviewed By: Michelle Hefley
Reviewed By: Michelle Hefley
Treasurer

ISSUE:
Authorize staff to transfer funds from the Emergency Reserve Fund to the Brink Meyer Debt Service Fund and Brush Creek Debt Service Fund sufficient to cover the payment of bond principal, interest and fees due and paid on March 1, 2018 and September 1, 2018.

BACKGROUND:
The fiscal year 2018 Budget was approved with $417,661 in transfers from the Emergency Reserve Fund budget to the Brush Creek Fund and Brink Meyer Fund for the purpose of paying the 2018 bond payments and fees. The transfers are part of the financing strategy to pay for the improvements to roads and sewers within the Brush Creek Drainage and Brink Meyer Road neighborhood improvement districts (NID).

The Brush Creek and Brink Meyer NIDs were established to generate assessments for the purpose of improving roads and streets for large tracts of mostly undeveloped lands in western Parkville, along Interstate 435. Permanent financing was obtained for the public infrastructure expenses incurred for the Brush Creek Drainage and Brink Meyer Road NIDs, with the payments due for each year. Assessments were applied on the benefitting properties within each of the associated NID districts and are due for payment on by December 31st each year. The assessments are used to pay the debt service on the financing.

Since the establishment of the NID’s, some properties were delinquent in the payment of the assessments, causing the City to foreclose on said properties and to take ownership. In the process of taking ownership, these properties were removed from the NID’s. Because the properties are no longer in the NID’s, and are under public ownership, there are no assessments being collected. With the removal of these properties, the collection of assessments in the Brush Creek and Brink Meyer NID’s are not sufficient to cover the bond payments due each year. Because the City is responsible for the debt obligation, it is required to provide payment for the difference in the assessments, and the obligations, that paid for the public improvements made in the two NID’s.

For the past several years, in anticipation that a significant portion of the NID assessments might not be paid in a timely manner, the City has followed a policy of building up the balance of the Emergency Reserve Fund sufficient to cover any deficiencies in collections that may occur.

As the result of the foreclosure on property removed from the NID’s, the City now owns two large tracts of land containing 118 acres. It continues to market the tracts for development with the intent of recovering a portion of the funds that are being used to pay the debt for the public improvements made in the two NID’s.

The Brush Creek bond payment due less assessment collections to-date will require the City to contribute $52,823.35 of emergency funds to cover the principal, interest and fees for the March 1, 2018, payment and an anticipated $87,168.75 for the September 1, 2018, payment. The Brink Meyer payment will require the City to contribute $214,562.63 of emergency funds to cover the
interest and fees due and paid on March 1, 2018, and an anticipated $69,718.75 to be paid on September 1, 2018. These amounts are included in the fiscal year 2018 budget and it is proposed that this payment be made from funds to be transferred from the Emergency Reserve fund. The total anticipated amount required for the Brush Creek and Brink Meyer NID’s to be paid in 2018 is $424,273.48

BUDGET IMPACT:
An amount of $417,661 was appropriated in the 2018 Emergency Reserve Fund budget for transfer to the Brush Creek Fund and Brink Meyer Fund for the purpose of paying the 2018 bond payments and fees. While the proposed transfer will reduce the balance in the Emergency Reserve Fund, currently at $1,473,073.39, these funds are held separately from the General Fund and there is no impact to the City’s General Fund.

ALTERNATIVES:
1. Authorize staff to transfer up to $284,281.38 from the Emergency Reserve Fund to the Brink Meyer Road NID Debt Service Fund and transfer up to $139,992.10 from the Emergency Reserve Fund to the Brush Creek NID Debt Service Fund and then use the funds to pay the bond principal, interest and fees payment due on that fund. Approval of this transfer will require a “super-majority” vote by the Board of Aldermen, with a minimum of 6 of 8 members voting in favor of the transfer.
2. Authorize the payment to be made using general operating funds and reduce other expenditures.
3. Do not authorize the bond payment, in which case the City will default on the loan payment.
4. Postpone the item.

STAFF RECOMMENDATION:
Staff recommends that the Finance Committee recommend that the Board of Aldermen authorize the transfer of funds from the Emergency Reserve to the Brush Creek NID Fund and the Brink Meyer Road NID fund for the purpose of paying the loan payment due and paid on March 1, 2018 and September 1, 2018.

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. The Reserve Policy, Resolution No. 12-01-13, states that any expenditure from the Emergency Reserve Fund must be approved by a super majority (6 of 8) of the Board of Aldermen.

SUGGESTED MOTION:
I move to recommend that the Board of Aldermen authorize staff to transfer up to $284,281.38 from the Emergency Reserve Fund to the Brink Meyer Road NID Fund and up to $139,992.10 from the Emergency Reserve Fund to the Brush Creek NID Fund for the purpose of paying the Brink Meyer Road NID and Brush Creek NID bond payment due and paid on March 1, 2018, and September 1, 2018.
City of Parkville  
Major Projects Updates  
Updated as of February 9, 2018

<table>
<thead>
<tr>
<th>Division</th>
<th>Type</th>
<th>New or Replacement</th>
<th>Name</th>
<th>Project Update</th>
<th>Funding Source</th>
<th>Total Project Cost</th>
<th>2017 Cost</th>
<th>Remaining City Funds to Be Spent</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Admin/IT</td>
<td>Equipment</td>
<td>Replacement</td>
<td>Phone System</td>
<td>Upgrade of the aging phone system at City Hall. The current system is no longer supported, and it is difficult to find parts for maintenance. The bid was released in February. 5 Bids were received on March 7, 2017. System installed occurred May 11, 2017. Minor technical issues are being resolved. PROJECT COMPLETE.</td>
<td>100% General Fund</td>
<td>$30,000</td>
<td>$26,000</td>
<td>$4,000</td>
<td>Completed</td>
</tr>
<tr>
<td>Admin/IT</td>
<td>Equipment</td>
<td>Replacement</td>
<td>Computer Replacement Cycle</td>
<td>Begin a cycle to replace 25% of office computers each year in order to maintain a four-year replacement cycle for software, hardware, operating systems, and warranties. Approved by Finance Committee May 30, 2017. Computers have been ordered but not yet delivered or installed. PROJECT COMPLETE.</td>
<td>100% General Fund</td>
<td>$6,000</td>
<td>$6,490</td>
<td>$490</td>
<td>Completed</td>
</tr>
<tr>
<td>Parks</td>
<td>Equipment</td>
<td>New</td>
<td>Commercial soil/drill seeder</td>
<td>Purchase Frontier 58” PTO Driven Seeder that seeds more efficiently and maximizes seed germination for better long-term results. The purchase order for the seeder was approved by the Finance committee on Feb 28th. The seeder was purchased in March. PROJECT COMPLETE.</td>
<td>100% General Fund</td>
<td>$8,000</td>
<td>$6,077</td>
<td>$1,923</td>
<td>Completed</td>
</tr>
<tr>
<td>Parks</td>
<td>Project</td>
<td>New</td>
<td>Spirit Fountain LED Lighting</td>
<td>This project includes the replacement of the can lighting around the Spirit Fountain and installation of LED lighting. The purchase of the materials was approved by the City Administrator in March. A separate work authorization for the electrical contractor was approved by the City Administrator in April. The work was completed in late April. PROJECT COMPLETE.</td>
<td>100% General Fund</td>
<td>$5,000</td>
<td>$3,253</td>
<td>$1,748</td>
<td>Completed</td>
</tr>
<tr>
<td>Parks</td>
<td>Equipment</td>
<td>Replacement</td>
<td>Zero Turn Mower</td>
<td>Mowing of ELP/PLP/Small Parks/ Right-of-ways. Trade in existing two mowers at a approximate value of $2,500 per mower. The purchase order for the mower was approved by the Board of Aldermen on April 4th. The mower was purchased in April. PROJECT COMPLETE.</td>
<td>100% General Fund</td>
<td>$18,000</td>
<td>$15,900</td>
<td>$2,100</td>
<td>Completed</td>
</tr>
<tr>
<td>Police</td>
<td>Equipment</td>
<td>Replacement</td>
<td>In-Car Video Systems</td>
<td>Replace existing in-car video system with updated system. Purchase two systems in 2016 and one in 2017 with the addition of a wireless microphone and charger. Will be on a five-year maintenance cycle to match warranty pending wear and tear. Approved by the Finance Committee meeting on February 28, 2017. The equipment was purchased in February. PROJECT COMPLETE.</td>
<td>100% General Fund</td>
<td>$4,040</td>
<td>$4,005</td>
<td>$35</td>
<td>Completed</td>
</tr>
<tr>
<td>Sewer</td>
<td>Equipment</td>
<td>Replacement</td>
<td>Sludge Application Equipment</td>
<td>Equipment replacement for the tractor (two tires and four wheel rims) and wagon (hose and hydraulic ram gate) that are used to haul or distribute biosolids on agricultural fields. The Board approved a purchase order for the replacement of wheels and rims. The wagon equipment was purchased and installed during the second quarter. PROJECT COMPLETE.</td>
<td>100% Sewer Fund</td>
<td>$7,000</td>
<td>$7,919</td>
<td>$919</td>
<td>Completed</td>
</tr>
<tr>
<td>Sewer</td>
<td>Equipment</td>
<td>Replacement</td>
<td>McAfee Pump</td>
<td>Rebuild one existing pump at McAfee Pump Station. The improvements to the McAfee pump station were approved by the Board of Aldermen in February. The work was completed during the second quarter. PROJECT COMPLETE.</td>
<td>100% Sewer Fund</td>
<td>$9,000</td>
<td>$11,698</td>
<td>$2,698</td>
<td>Completed</td>
</tr>
<tr>
<td>Streets</td>
<td>Maintenance</td>
<td>New</td>
<td>2&quot; Asphalt Mill and Overlay</td>
<td>Contractor to mill and overlay existing asphalt streets in the City that have become deteriorated. The Board of Aldermen approved a resolution of support for the financing on February 21, 2017. The final lease purchase agreement is slated to be approved March 7, 2017 by the Board of Aldermen. The majority of the mill and overlay work has been completed. With additional budget available, the low area around Lakeview Drive was completed. This work was completed in early August. PROJECT COMPLETE.</td>
<td>100% Transportation Fund</td>
<td>$888,824</td>
<td>$770,000</td>
<td>$118,824</td>
<td>Completed</td>
</tr>
<tr>
<td>Streets</td>
<td>Maintenance</td>
<td>New</td>
<td>Description</td>
<td>Fund</td>
<td>Budget</td>
<td>Actual</td>
<td>Over/Under</td>
<td>Completed</td>
<td></td>
</tr>
<tr>
<td>-----------------</td>
<td>----------------</td>
<td>----------------------------</td>
<td>------------------------------------------------------------------------------</td>
<td>-----------------------------</td>
<td>--------</td>
<td>--------</td>
<td>------------</td>
<td>-----------</td>
<td></td>
</tr>
<tr>
<td>Streets</td>
<td>Maintenance</td>
<td>New</td>
<td>Curb &amp; Sidewalk Repair</td>
<td>100% Transportation Fund</td>
<td>$106,928</td>
<td>$494,562</td>
<td>$(387,634)</td>
<td>Completed</td>
<td></td>
</tr>
<tr>
<td>Com Dev</td>
<td>Equipment</td>
<td>Replacement</td>
<td>Plotter</td>
<td>100% General Fund</td>
<td>$9,000</td>
<td>$5,965</td>
<td>$3,035</td>
<td>Completed</td>
<td></td>
</tr>
<tr>
<td>Police</td>
<td>Equipment</td>
<td>Replacement</td>
<td>Patrol Vehicle</td>
<td>100% General Fund</td>
<td>$37,075</td>
<td>$ -</td>
<td>$(37,075)</td>
<td>Completed</td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td>Equipment</td>
<td>Replacement</td>
<td>Misc. Pump Station Improvements</td>
<td>100% Sewer Fund</td>
<td>$9,000</td>
<td>$ -</td>
<td>$(9,000)</td>
<td>Completed</td>
<td></td>
</tr>
<tr>
<td>Streets</td>
<td>Equipment</td>
<td>Replacement</td>
<td>Dumptruck, 1-ton, 4-wheel Drive, Snowplow and Salt Spreader</td>
<td>100% Transportation Fund</td>
<td>$57,000</td>
<td>$55,000</td>
<td>$2,000</td>
<td>Completed</td>
<td></td>
</tr>
<tr>
<td>Streets</td>
<td>Equipment</td>
<td>New</td>
<td>Case SR-270 Unloader and 24&quot; mini-milling machine attachment</td>
<td>100% Transportation Fund</td>
<td>$70,000</td>
<td>$66,253</td>
<td>$3,747</td>
<td>Completed</td>
<td></td>
</tr>
<tr>
<td>Police</td>
<td>Project</td>
<td>Year 1 of 4</td>
<td>Building Safety Upgrades</td>
<td>100% General Fund (52% MPR Safety Grant)</td>
<td>$17,850</td>
<td>$ -</td>
<td>$(17,850)</td>
<td>Completed</td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td>Project</td>
<td>Replacement</td>
<td>45 Hwy Pump Station</td>
<td>100% Sewer Fund</td>
<td>$66,000</td>
<td>$69,176</td>
<td>$(3,176)</td>
<td>Completed</td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td>Project</td>
<td>Replacement</td>
<td>Downtown Manhole Reconstruction Phase 2</td>
<td>100% Sewer Fund</td>
<td>$8,000</td>
<td>$8,000</td>
<td>$0</td>
<td>Completed</td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td>Project</td>
<td>Replacement</td>
<td>Riverchase Sewer Repair</td>
<td>100% Sewer Fund</td>
<td>$40,000</td>
<td>$34,185</td>
<td>$5,815</td>
<td>Completed</td>
<td></td>
</tr>
<tr>
<td>Streets</td>
<td>Maintenance</td>
<td>New</td>
<td>Crack Sealing</td>
<td>100% Transportation Fund</td>
<td>$15,000</td>
<td>$11,293</td>
<td>$(3,708)</td>
<td>Completed</td>
<td></td>
</tr>
<tr>
<td>Streets</td>
<td>Maintenance</td>
<td>New</td>
<td>Street Striping</td>
<td>100% Transportation Fund</td>
<td>$15,000</td>
<td>$13,149</td>
<td>$(1,851)</td>
<td>Completed</td>
<td></td>
</tr>
</tbody>
</table>
## City of Parkville
### Major Projects Updates
Updated as of February 9, 2018

### Public Works Payment New PAC Pond Maintenance Part 2
Payment to QuikTrip for maintenance repairs and improvements in 2016. According to agreement, payment is due in Dec 2017. The payment was mailed in December 2017. **PROJECT COMPLETE.**

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Total Project Cost</th>
<th>2018 Cost</th>
<th>Remaining City Funds to Be Spent</th>
<th>Status / Projected Quarter</th>
</tr>
</thead>
<tbody>
<tr>
<td>100% General Fund</td>
<td>$50,000</td>
<td>$50,000</td>
<td>$</td>
<td>Completed</td>
</tr>
</tbody>
</table>

### Sewer Project New CCTV
Program to clean and televise a portion of the 15,000 feet per year of the City’s sewers. Blue Nile Contractors completed the CCTV work during the third quarter. The final invoices were paid at the end of 2017 after receiving the invoice. **PROJECT COMPLETE.**

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Total Project Cost</th>
<th>2018 Cost</th>
<th>Remaining City Funds to Be Spent</th>
<th>Status / Projected Quarter</th>
</tr>
</thead>
<tbody>
<tr>
<td>100% Sewer Fund</td>
<td>$56,000</td>
<td>$33,258</td>
<td>$22,743</td>
<td>Completed</td>
</tr>
</tbody>
</table>

### Sewer Project Replacement Levee Repair / Bank Stabilization
Repair two location of breeches in the levee and the streambank failure along the creek adjacent to the entrance to the sewer plant. Staff will contact contractors to obtain quotes for the work. The work was completed during the fourth quarter. **PROJECT COMPLETE.**

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Total Project Cost</th>
<th>2018 Cost</th>
<th>Remaining City Funds to Be Spent</th>
<th>Status / Projected Quarter</th>
</tr>
</thead>
<tbody>
<tr>
<td>100% Sewer Fund</td>
<td>$50,000</td>
<td>$16,450</td>
<td>$33,550</td>
<td>Completed</td>
</tr>
</tbody>
</table>

## 2018 Projects

<table>
<thead>
<tr>
<th>Division</th>
<th>Type</th>
<th>New or Replacement</th>
<th>Name</th>
<th>Project Update</th>
<th>Funding Source</th>
<th>Total Project Cost</th>
<th>2018 Cost</th>
<th>Remaining City Funds to Be Spent</th>
<th>Status / Projected Quarter</th>
</tr>
</thead>
<tbody>
<tr>
<td>Streets</td>
<td>Project</td>
<td>Maintenance</td>
<td>Storm Sewer Evaluation and Repair</td>
<td>Evaluate the existing storm sewer pipe and structures. Based on data acquired, point repairs can be made to the storm sewer. The evaluation began in early May. The initial field work is complete. The final report was completed during the fourth quarter. There will be a work session held in February to review the results of the report.</td>
<td>100% General Fund</td>
<td>$36,000</td>
<td>$23,475</td>
<td>$3,750</td>
<td>1st Quarter 2018</td>
</tr>
<tr>
<td>Sewer</td>
<td>Project</td>
<td>Replacement</td>
<td>WWTP Building Improvements</td>
<td>Replace existing doors and door jams on the main building at the WWTF. The work authorization was approved on December 5, 2017. It is anticipated that this work will be completed by mid-February.</td>
<td>100% Sewer Fund</td>
<td>$6,000</td>
<td>$4,042</td>
<td>$6,000</td>
<td>1st Quarter 2018</td>
</tr>
<tr>
<td>Streets</td>
<td>Project</td>
<td>New</td>
<td>FOPP Shelter</td>
<td>Construct a new shelter near Grigsby field. Using donated FOPP funds to leverage Platte County Outreach Grant Dollars. Platte County awarded the City an Outreach Grant in the amount of $16,031 to assist with the cost of the shelter construction. The shelter will be delivered in February. The contract for the concrete shelter floor was approved and the work will be completed during the first quarter.</td>
<td>50% FOPP Grant 50% Outreach Grant</td>
<td>$30,000</td>
<td>$15,000</td>
<td>$15,000</td>
<td>1st Quarter 2018</td>
</tr>
<tr>
<td>Parks</td>
<td>Project</td>
<td>New</td>
<td>ELP Restroom Rehabilitation</td>
<td>This project includes the second phase of the rehabilitation of the existing restroom. The improvements include replacement of the roof, installation of HVAC system, and exterior improvements. It is anticipated that construction will take place during the first quarter of 2018, with a completion during the second quarter.</td>
<td>67% General Fund, 33% Outreach Grant</td>
<td>$105,000</td>
<td>$70,000</td>
<td>$70,000</td>
<td>2nd Quarter 2018</td>
</tr>
<tr>
<td>Parks</td>
<td>Project</td>
<td>New</td>
<td>Maintenance and Equipment Storage Facility Phase 1</td>
<td>Storage and shop area to protect and maintain equipment. Shop location is proposed in conjunction with the proposed ELP Restroom Facility. The cost includes the site improvements associated with the building (access drive, fence, etc.). The contract for the building was approved. Construction is anticipated to begin in the first quarter, with a project completion in the second quarter.</td>
<td>100% General Fund</td>
<td>$120,000</td>
<td>$50,000</td>
<td>$50,000</td>
<td>2nd Quarter 2018</td>
</tr>
<tr>
<td>Sewer</td>
<td>Project</td>
<td>Replacement</td>
<td>South National P.S. Equipment Replacement</td>
<td>Replace pumps, base elbows, rails, along with electrical work. The design was completed in 2017. The construction was deferred until 2018 to cover emergency expenses in the Sewer Fund in 2017. In December 2017, the Board approved the pump purchase. In January 2018, the Board approved the construction agreement. Construction is anticipated to begin in the first quarter of 2018, with a completion in the second quarter.</td>
<td>100% Sewer Fund</td>
<td>$67,000</td>
<td>$67,000</td>
<td>$67,000</td>
<td>2nd Quarter 2018</td>
</tr>
</tbody>
</table>
## Sewer Project Maintenance
- **WWTP Access Road**
  - Replace existing gravel access roadway from FF Hwy to the WWTP. The work was postponed until after the levee repair and bank stabilization project was completed. Staff decided to further postpone gravel access roadway until early Spring, to prevent damage from snow plow blading during the winter. It is anticipated that the project will be completed during the second quarter.
  - **100% Sewer Fund**
  - **$13,000**
  - **2nd Quarter 2018**

## Sewer Project Replacement
- **Sanitary Sewer Phase 3**
  - Phase 3 repairs to repair manholes and install new manholes to access areas in downtown. The design was completed during the fourth quarter. The bid documents were released in February, with a bid opening scheduled in March. Construction is anticipated to begin in the second quarter of 2018, with a completion in the third quarter.
  - **100% Sewer Fund**
  - **$60,000**
  - **3rd Quarter 2018**

## Parks Project New
- **Dog Park Trail**
  - Complete walking trail around the perimeter fence in the small dog park in Platte Landing Park. Staff submitted an Outreach Grant application with Platte County and is waiting for a response. If awarded, staff will install during the third quarter.
  - **100% County Outreach Grant (in-kind city labor)**
  - **$4,000**
  - **-**
  - **3rd Quarter 2018**

## Sewer Project Multi-Year Project Year 2 of 2
- **WWTP Headworks Screen Rebuild**
  - Rebuild the influent mechanical bar screen at the WWTP. Screen is used to filter out plastics, rags and debris. Includes replacing the screen links, media shafts, and drive chain links. The project is currently under design. It is anticipated that the project will be completed during the fourth quarter.
  - **100% Sewer Fund**
  - **$47,000**
  - **4th Quarter 2018**

## Sewer Equipment Replacement
- **Clarifier Drives**
  - Onsite rebuild of the two hydraulic drive units that make the clarifier mechanisms rotate. Due to other sewer priorities, this item was deferred to 2018. It is anticipated that this project will be completed during the fourth quarter.
  - **100% Sewer Fund**
  - **$15,000**
  - **4th Quarter 2018**

## Streets Multi-year Project Year 2 of 3
- **ELP Low Water Crossing Improvement**
  - This project would raise the low water crossing in English Landing Park to reduce the amount of time the park is closed due to backwater from the Missouri River flooding out the crossing. Platte County awarded the City a Stormwater Grant in the amount of $11,000 to assist with the local match. The City received a notice to proceed from FEMA in October. Staff is currently reviewing proposals for the design engineer. The construction is currently planned to start in late November 2018, to avoid conflicts with events in the park. It is anticipated that the construction will be completed by April 2019.
  - **100% Projects Fund**
  - **$500,000**
  - **$12,000**
  - **$12,000**
  - **2nd Quarter 2019**

## Streets Project New
- **Major Project Improvements Route 9 Phase 1 and 2a**
  - The engineering design is currently underway, with right-of-way plans anticipated in the first quarter. Staff started the utility coordination process. Staff started meeting with impacted property owners. Depending on the property acquisition process, construction is anticipated to begin during the fourth quarter.
  - **100% Transportation Fund**
  - **$1,279,112**
  - **$1,025,552**
  - **$771,992**
  - **3rd Quarter 2019**

## Admin Project Maintenance
- **City Hall Building Repairs**
  - Maintenance improvements for City Hall as identified in the building reserve study including concrete flatwork, wallpaper repair, and phase one of carpet replacement. The bid for phase one of carpet replacement was released in early February. One bid was received and was rejected by the Finance Committee. In the meantime, City Hall carpets were professionally cleaned. Staff recommends deferring phase 1 of carpet replacement to 2018 and combining it with phase two. This will create a larger project and may entice more bidders. **DEFERRED TO 2018.** The remaining projects (concrete flatwork and wallpaper repair) are anticipated to happen in the 3rd quarter.
  - **100% General Fund**
  - **$35,895**
  - **$35,895**
  - **Deferred to 2018**
## Public Works

**Project:** PAC Pond Maintenance Part 1  
**Maintenance:**  

**Description:** Improvements include installation of riprap around the perimeter of the water surface of the pond are needed to assist with future pond maintenance. Staff reached out to several contractors and received only one bid, which exceeded the budget. Staff decided to defer this project indefinitely to allow for completion of other priorities. **Deferred.**

<table>
<thead>
<tr>
<th>100% General Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>$8,000 $8,000 $8,000</td>
</tr>
</tbody>
</table>

## Parks

**Project:** New Friends Field  
**Description:** Construct new practice fields in Platte Landing Park. The survey was completed by RL Buford in January. The engineering consultant is finalizing the plans and specifications. The bids were received in March. Due to the possible land transfer of Platte Landing Park, this project will be delayed. The cost of the field construction is outside the proposed budget. **Deferred.**

<table>
<thead>
<tr>
<th>100% Parks Donations Fund (40% funded by earmarked donation dollars)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$25,000 $25,000</td>
</tr>
</tbody>
</table>

**Deferred**