



Finance Committee Agenda

September 11, 2017

4:30 PM

Administration Conference Room, City Hall

- 1. Call to Order**
- 2. Financial Updates**
 - A. City Administrator Approvals
- 3. Action Items**
 - A. Approve the minutes from the August 28, 2017, meeting
 - B. Approve a funding agreement with CBC Real Estate Apex Plaza development (Administration)
 - C. Approve an agreement with Springsted Inc. to complete an Internal Rate of Return Analysis and a Fiscal Impact Analysis for the CBC Real Estate Apex Plaza development (Administration)
 - D. Approve an agreement with Fry & Associates for the construction of the Riverview Shelter in Platte Landing Park (Public Works)
- 4. Non-Action Items**
 - A. Cameras in the Parks (Police Department)
- 5. Unfinished Business (postponed from prior meetings)**
- 6. Other Business**
- 7. Adjourn**



CITY ADMINISTRATOR
PURCHASING APPROVAL

September 6, 2017

City of Parkville

Preparation date:

Department: Public Works

Low Bidder and
Contract Amount:

Havens Construction Co., Inc.
Attn: Bruce Laughlin

Not to exceed \$20,000

General Scope of Work Description/Project:

59th Terrace Storm Pipe Repair:
After the significant rains this summer, a sinkhole has developed between 9309 and 9307 NW 59th Terrace. The storm pipe located along the property line has separated and needs to be repaired. The scope of this agreement is for the repair of the storm pipe. The complete scope of work cannot be determined until the contractor can access the area. The agreement outlines the time and material costs associated with the estimated scope. Additional contracts will be necessary to install pipe lining on the corroded metal pipe and repair the storm sewer end section.

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

Staff contacted three contractors to provide quotes associated with this work. Havens Construction is the only contractor who provided a quote. Havens Construction previously assisted the City with the repair of the sinkhole in the Riverhills Subdivision in 2016.

The Transportation Fund has \$2,500 for storm sewer repairs. The majority of that budget will be spent on routine storm sewer repairs.

Although there is approximately \$50,000 budget savings from the street maintenance program, staff recommends using emergency funds for this expenses. There is an estimated fund balance of \$1.4 million. There is capacity in the emergency fund to handle this expense.

Project Start Date: 9/6/17

Estimated Completion Date: 10/15/17

Budget Account Code: 50-501.07-71-00

Authorization:

City Administrator: Joe Lavate Date: 9/7/17
 Department Head: _____
 Mayor (if applicable): _____
 Submit to the Finance Committee for Authorization (if requested by the City Administrator)

SMALL CONSTRUCTION SERVICES AGREEMENT MAINTENANCE OR REPAIR PROJECT

THIS SERVICE AGREEMENT, entered into on this 5th day of September, 2017 by and between the CITY OF PARKVILLE, MISSOURI ("City") and Havens Construction, ("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" on a time and material basis on a price not to exceed \$5,000.00.
- B. Contractor shall submit its detailed invoices breaking out, labor, material and mark up costs to the City either at completion of the Project, or on such milestone or other interim terms as set forth on Exhibit "A". Contractor's final invoice shall be accompanied by Waivers and Releases of Claim on the forms attached as Exhibit "B-2" to this Agreement, executed by Contractor any all subcontractors with contract values of \$5,000 or more, and notarized. If partial payments are authorized on Exhibit "A", then Contractor shall submit partial waivers on the form attached as Exhibit "B-1." The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Contractor of the nature of the dispute regarding the balance.
- C. Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

III. SCHEDULE

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

IV. CHANGES

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.

- A. 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 its right title and interest in and to such Works.

X. RELATIONSHIP OF THE PARTIES

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

XI. NOTICES

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

- C. Notices sent by the City shall be sent to:
 - Havens Construction
 - Attn: Bruce Laughlin
 - 9400 Liberty Drive
 - Liberty, MO 64068
 - (816) 781-4769

XII. CORRECTION OF WORK

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

XIII. TERM AND TERMINATION

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.
- B. Notwithstanding anything to the contrary in this Agreement or exhibit, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days' written notice to the Contractor. The City shall compensate Contractor for the Construction Services that have been completed to the City's satisfaction

as of the date of termination. Contractor shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

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

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

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

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

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

XIV. RESOLUTION OF DISPUTES

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

- B. City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed.
- C. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the City Public Works Director as to such matter or other action on which the dispute is based. A decision of the City Public Works Director (where appropriate) under GC-7 above; notice of dispute, and direct negotiation, shall be conditions precedent to further action.
- D. Arbitration of disputes.
 - 1. Claims, except those waived as provided for elsewhere in this Agreement, which have not been resolved by the procedures described above, shall be decided by arbitration which, unless the parties mutually agree otherwise, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association.
 - 2. A demand for arbitration may be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.
 - 3. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the City or Contractor and any person or entity with whom the City or Contractor has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Contract shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Contract or not a party to an agreement with the City Contractor, except by written consent containing a specific reference to the Agreement signed by the City and Contractor and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
 - 4. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
 - 5. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

XV. MISCELLANEOUS PROVISIONS

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

Agreement shall be in writing and shall be signed by the City and Contractor, and attached hereto.

- I. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- J. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- K. Third Parties. The Services to be performed by the Contractor are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

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

CITY OF PARKVILLE, MISSOURI

By: _____

Nanette K. Johnston, Mayor

ATTEST:

Melissa McChesney, City Clerk

HAVENS CONSTRUCTION

By: _____

Bruce M. Laughlin

Exhibit A

SCOPE OF WORK AND PRICING AGREEMENT

Perform sinkhole and storm sewer structure repairs in the area between 9309 and 9307 NW 59th Terrace, in the Mark IV First Addition plat. Point repairs shall be made at the pipe separation. The voids should be filled with grout to prevent soil erosion in the future. Additionally, a lean flowable fill material will be placed in the sinkhole to help fill voids in and around the outside of the manhole. The City of Parkville staff will provide and place the surface soil to fill in the sinkhole and restore the yard area as necessary.

EQUIPMENT RATES W/ DAILY ESTIMATE:			
Equipment	Unit Price Per Hour	Hours per Day	Total Price per Day
Excavator			
Takeuchi TB180	\$43.93 per hour	8 hours	\$351.44
315 CAT	\$80.02 per hour		
330 CAT / 336 CAT	\$146.47 per hour		
Hydraulic Breaker	\$37.69 per hour		
304 CAT	\$26.10 per hour		
330 Volvo	\$142.38 per hour		
349F CAT	\$201.68 per hour		
Track Loader/ Dozer			
963D CAT	\$142.17 per hour		
Backhoe Loader			
430 CAT	\$52.85 per hour		
420 CAT	\$44.88 per hour		
Skid//Wheel loader			
Takeuchi 230	\$31.75 per hour		
247 CAT	\$31.01 per hour		
IT/28 – 930 CAT	\$58.59 per hour		
CAT 289C	\$48.02 per hour	8 hours	\$384.16
Trucks & Misc			
¾ Ton Pickup Truck	\$17.37 per hour	8 hours	\$138.96
Small Tools	\$6.25 per hour	8 hours	\$50.00
3" Trash Pump	\$7.50 per hour		
2" Trash Pump	\$5.00 per hour		
Total Equipment			\$924.56

LABOR RATES W/ DAILY ESTIMATE:			
Equipment	Unit Price Per Hour	Hours per Day	Total Price per Day
Superintendent / Supervision	\$53.01	8 hours	\$424.08
Operator	\$53.01	8 hours	\$368.16
Skilled Laborer	\$46.02	8 hours	\$368.16
General Laborer	\$44.81	8 hours	\$358.48
Operator – Overtime	\$71.10		
Skilled Laborer – Overtime	\$61.42		
General Laborer – Overtime	\$59.60		
Sub-Total Labor			\$1,574.80
Fringe Benefits (23%)			\$362.20
		Total Labor	\$1,937.00
		SUBTOTAL	\$2,861.56
		OVERHEAD & PROFIT (20%)	\$572.31
		TOTAL DAILY BILLING ESTIMATE	\$3,433.87

The prices listed above indicate the unit prices per hour, with an estimate associated with the daily billing estimate. Total Project Amount shall not exceed \$20,000.

Work to be completed in thirty (30) calendar days from Notice to Proceed.

This is a prevailing wage contract. Contractors should comply with Missouri Department of Labor Wage Order No. 24 for Platte County Missouri. See Exhibits F-1, F-2 and F-3.



CITY ADMINISTRATOR
PURCHASING APPROVAL

September 7, 2017

City of Parkville

Preparation date:

Department: Public Works

Low Bidder and
Contract Amount:

Phil Stump
4918 Riverchase Drive

\$3,073.91

General Scope of Work Description/Project:

Riverchase Damage Claim:
During the construction of the Riverchase Sewer Improvements, the contractor found that the sewer service connection at 4918 Riverchase Drive was incorrectly connected to the main. The sewer service connection was repaired by the contractor. The homeowner's grinder pump was damaged because it was not connected to the main. The City contacted the homeowner and requested that they stay overnight in a hotel. Attached is the damage claim from the homeowner that includes the labor and materials for the replacement of the grinder pump and their hotel bill.

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

The damage claim was submitted by the homeowner to the City for review. The staff has reviewed the claim and has no issues with the charges included.

Project Start Date: 8/2/17

Estimated Completion Date: 8/3/17

Budget Account Code: 30-501.07-34-00

Authorization:

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

CITY OF PARKVILLE, MISSOURI
INJURY/DAMAGE CLAIM FORM

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

INSTRUCTIONS

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

CLAIMANT

Name Phil Stump Home Phone 816-560-0016
 Address 4918 Riverchase Ln. Other Phone _____
 City Parkville State MO Zip 64151
 Birthdate 05/28/1960

INCIDENT

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

Public Works Department / Wastewater Treatment Plant / Richard Wilson

Location of Incident Our home / 4918 Riverchase Ln.

Day/Date of Incident 8/2/2017

Time of Incident Afternoon

Amount of Claim:

Property Damage \$ 3,073.94 *Attach two (2) estimates and/or all receipts regarding this incident*

Personal Injury \$ _____ *Attach itemized invoices and medical records*

Total \$ 3,073.94

CITY OF PARKVILLE, MISSOURI
INJURY/DAMAGE CLAIM FORM

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

When the contractor for the city of Parkville replaced the sewer line for our neighborhood, they capped the line from our property and did not connect it back into the new sewer line. Our sewage backed up into our Grinder Pump and burnt the motor out and the sewage backed up into our yard.

We had to call out Haynes Equipment for the grinder pump, since the contractor did not admit that they caused our problem. They have a 2 hour minimum on their service calls. They put on a loaner pump which proved that it was not our pump that was the issue but that the line was clogged. They immediately turned off the loaner pump before the problem burned up the motor on their loaner pump. It was pulling 5 times the normal amps.

The contractor did not believe they caused our problems so they did not fix the issue immediately and we had to spend one night at a hotel since we did not have any sewer services. This was approved by Alysén Abel.

When they fixed our sewer line they also hit the main water line to our house and caused issues with any water into our house. The instructed us to call out Haynes to verify the grinder pump would now work, but due to issues with the water main we could not get the water through the house. It took a few hours to resolve that issue and we incurred an additional 3 hours of charges from Haynes Equipment for the multiple trips to our house while the contractor fixed the water problem.

Total costs: \$ 3073.94

- \$ 2,110.00 for the new grinder pump
- \$ 120.80 Sales Tax
- \$ 552.00 In service call charges from Haynes Equipment
- \$ 291.14 for one night at the Residence Inn near the KCI Airport

Property Damage:

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

- b. State description of damage to property:

Ruined the grinder pump motor.

INCIDENT-Cont.

Personal Injury:

- a. State nature and extent of injury which forms the basis of this claim:

- b. If medical treatment was sustained as a result of the incident, provide names of physicians and medical treatment facility:

WITNESSES

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

Name Richard Wilson / Parkville city employee
Address _____
City _____ State _____ Zip _____
Phone _____

Name _____
Address _____
City _____ State _____ Zip _____
Phone _____

INSURANCE COVERAGE

Do you have insurance coverage for your damages/injury? Yes No
If yes, please give name and address of insurance company:

Policy Number _____

CITY OF PARKVILLE, MISSOURI
INJURY/DAMAGE CLAIM FORM

Have you filed a claim with your insurance carrier as a result of this incident? Yes No
If yes, is it full coverage? Yes No Deductible amount \$ _____

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

REPRESENTATIVE

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

Name: _____

Address: _____

City: _____ State _____ Zip _____

Phone: _____

Title/Relationship to Claimant: _____

Does notice by the City to the above representative constitute notice to you? Yes No

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

SIGNATURE OF CLAIMANT

8/18/17
DATE



15725 Pflumm Rd.
 Olathe, KS 66062
 (913) 782-4962
 Fax: 913-782-5894
 www.haynesequip.com
 Web: www.haynesequip.com

Invoice

Invoice Number	18177E
Invoice Date	8/15/2017

PAID
 08/15/2017

Sold To:		
Phil Stump 4918 RiverChase Ln. Kansas City, MO 64151		
PO Number		Job Number

Ship To	
Rep	Job Name

Item	Description	Rate	Qty	Amount
D200A01A01AA	Service of E-one station done 8-2-17 and 8-3-17 DH C240 Series Core (Pump Only) D200A01A01AA Unit consists of: Core: 240 volt Model Wired Pressure Switch Level Sensing 7' Core cable candy Cane Discharge DH604666	2,110.00	1	2,110.00T
Service E-One	Svc call Problem: In alarm and pump thermaling. Tested and found Closed valve caused pump to fail.	92.00	6	552.00

Past Due Invoices Are Subject To Late Fee's
 Of 1 1/2% Per Month
 Terms: Net 30 Days

Memo:

2,662.00
 120.80

 2,782.80

Net Invoice:	\$2,662.00
Sales Tax: (5.725%)	\$120.80
Invoice Total:	\$0.00

Discover Stmt Record

08/15/17 IN *HAYNES EQUIPMENT C 913-7824962 KS
A0GFGETM

Services

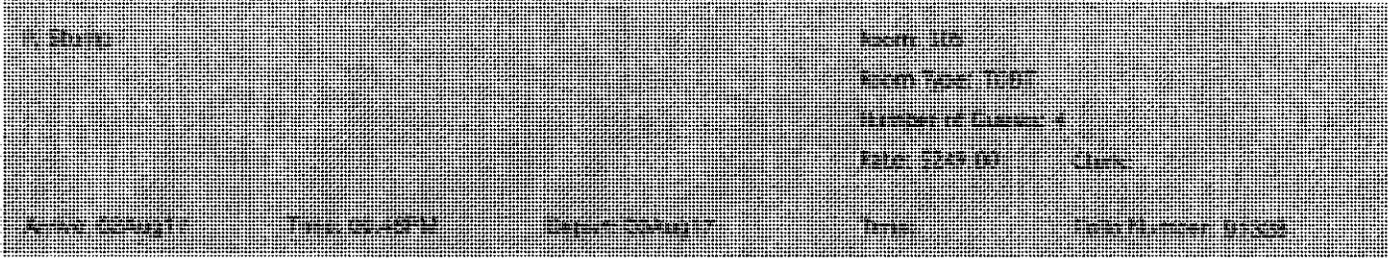
IN *HAYNES EQUIPMENT C
15725 S PFLUMM RD, KS 66062

Transaction Amount	2782.80
Post Date	Tuesday, August 15, 2017
Transaction Date	Tuesday, August 15, 2017
Category	SERVICES
Merchant Category	MISC. PERSONAL SERVICES
Purchase Method	ONLINE
Originating Address	4918 RIVERCHASE LN.
Originating Zip Code	64151

Residence Inn[®] Marriott

Residence Inn by Marriott
Kansas City Airport

10300 N Ambassador Dr
Kansas City,mo 64153
T 816.741.2300



Date	Description	Charges	Credits
02Aug17	Room Charge	249.00	
02Aug17	Arena Fee	1.50	
02Aug17	Occupancy Sales Tax	21.23	
02Aug17	Occupancy Lodging Tax	18.68	
02Aug17	County Tax	0.62	
02Aug17	Arena Fee Lodging Tax	0.11	
03Aug17	Discover		291.14
	<i>Card #: DSXXXXXXXXXXXX8600/XXXX</i> <i>Amount: 291.14 Auth: 00253Q Signature on File</i> <i>This card was electronically swiped on 02Aug17</i>		
	Balance:	0.00	

Rewards Account # XXXXX3665. Your Rewards points/miles earned on your eligible earnings will be credited to your account. Check your Rewards Account Statement or your online Statement for updated activity.

As requested, a final copy of your bill will be emailed to you at: PXXXXXX@KC.RR.COM. See "Internet Privacy Statement" on Marriott.com.

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**Finance Committee Meeting
August 28, 2017**

Administration Conference Room, City Hall

Minutes

1. CALL TO ORDER

Chair Sportsman called the meeting to order at 4:30 p.m. A quorum was present.

- **Members Present:** Chair Marc Sportsman, Vice Chair Dave Rittman, Nanette K. Johnston, Robert Lock and Tina Welch
- **Other Aldermen Present:** Kevin Heaton, Greg Plumb, Doug Wylie, Brian Whitley
- **City Staff Present:** City Administrator Joe Parente, Police Captain Jon Jordan, Finance/Human Resources Director Matthew Chapman, Community Development Director Stephen Lachky and City Clerk Melissa McChesney

2. FINANCIAL UPDATES

A. City Administrator Approvals

City Administrator Joe Parente provided an overview of the sewer purchases that were approved within his approval authority.

3. ACTION ITEMS

A. Approve the minutes from the August 7, 2017, meeting

Robert Lock moved to approve the August 7, 2017, minutes. Tina Welch seconded; motion passed 5-0.

4. NON-ACTION ITEMS

A. Contract Sewer Billing

Finance/Human Resources Director Matthew Chapman said that City staff was approached by Alliance Water Resources in June about taking over sewer billing services. Staff had several meetings with Alliance and a proposal was submitted for review, which staff felt warranted discussion with the Finance Committee. The proposed cost was \$39,000 per year with additional up-front costs the first year. Chapman estimated that the City would pay an additional 25 percent by contracting with Alliance. He added that the sewer billing clerk had resigned and her last day would be September 8.

Discussion focused on concerns with the sewer billing issues and if it was worth spending more money, the reduction in staff if the City contracted with Alliance and who would handle accounts payable and keeping customer service in-house. The consensus was to refill the position and try to correct the sewer billing problems and re-evaluate the progress after one year.

B. Cameras in the Parks

Police Chief Kevin Chrisman said that he obtained more information about camera options for the parks since the discussion at the Finance Committee meeting on May 30. He presented one camera option that had an SD card with 15 days of footage but it was expensive so after further research he found information on a license plate capture camera that could be used until Wi-Fi was available in the parks. His initial concerns related to power and how the data would get back to the Police Department and said he wanted to make sure that the videos were going to be valuable.

The Finance Committee was interested in cameras that took video after hours and at night. They recommended that staff contact the Missouri Department of Conservation and the Department of

Homeland Security to find out what other communities with boat ramps do and how they are monitored and check with Midwest Public Risk about security cameras and liability coverage. They also requested that staff look into alternate storage options like cloud-based storage.

5. UNFINISHED BUSINESS (postponed from prior meetings)

6. OTHER BUSINESS

7. ADJOURNMENT

Chair Sportsman adjourned the meeting at 5:22 p.m.

Submitted by:

Melissa McChesney
City Clerk

Approval Date

CITY OF PARKVILLE Policy Report

Date: Friday, September 8, 2017

Prepared By:
Joe Parente
City Administrator

Reviewed By:
Stephen Lachky
Community Development Director

ISSUE:

Approve a funding agreement with CBC Real Estate APEX Plaza development, a planned development for retail uses on five parcels of property on approximately 8.21 acres at the APEX Plaza site generally located at the northwest corner of the intersection of Highway 45 and N. Melody Lane.

BACKGROUND:

The APEX Plaza is a proposed development for retail uses on five parcels containing approximately 8.21 acres. The developer has submitted a request for economic development incentives under Section 99.800 of the Tax Increment Financing Act.

In order to accurately calculate the economic impact of the development and review the developer's public incentive request, staff requested that the City's financial advisor, Springsted Incorporated, complete a Fiscal Impact Analysis and an Internal Rate of Return (Pro Forma) Analysis. The total cost of these two projects is estimated at \$20,000. This cost will be reimbursed back to the City by a formal funding agreement with the developer. While still subject to negotiation, the draft funding agreement will be in the amount of \$30,000 and will cover the expenses above plus other development related expenses that may arise, including legal expenses.

BUDGET IMPACT:

There is no net budget impact associated with this action. The City will pay for the analyses though the formal funding agreement with the developer. If necessary, the City has budgetary capacity to cover the initial cost of the report under the Administration Professional Services Line (10-501- 08-02-02).

ALTERNATIVES:

1. Authorize the mayor to execute a funding agreement with CBC Real Estate APEX Plaza.
2. Authorize the mayor to execute a funding agreement with CBC Real Estate APEX Plaza and direct the City Administrator to negotiate changes to meet the desires of the Board of Aldermen.
3. Do not recommend the agreement.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends that the Finance Committee authorize the mayor to execute a funding agreement with CBC Real Estate APEX Plaza.

POLICY:

The Purchasing Policy (Resolution No. 17-016) requires the Board of Aldermen to approve all purchases above \$10,000 upon recommendation of the Finance Committee.

ITEM 3B

For 09-11-17

Board of Aldermen - Finance Committee Meeting

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen authorize the mayor to execute a funding agreement with CBC Real Estate APEX Plaza.

ATTACHMENT:

1. Draft Funding Agreement

FUNDING AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2017 by _____, a _____, (the "Applicant"), and the CITY OF PARKVILLE, MISSOURI, a Missouri municipal corporation (the "City").

RECITALS

A. The City is a fourth class city incorporated and exercising governmental functions and powers pursuant to the Constitution and the Statutes of the State of Missouri, with its principal office located at City Hall, 8880 Clark Avenue, Parkville, Missouri 64152.

B. The Applicant is a _____ in Missouri engaged in the business of _____ with offices at _____.

C. The City has been requested by the Applicant to review, consider and process applications (the "Applications") proposed by the Applicant for economic development incentives pursuant to the Real Property Tax Increment Allocation Redevelopment Act (§§ 99.800 to 99.865, RSMo), the Community Improvement District Act (§§ 67.1401 to 67.1571, RSMo), and the Missouri Transportation Development District Act (§§ 238.200 to 238.280, RSMo) (collectively the "Acts") in connection with the Applicant's proposed redevelopment of the property located at northwest corner of the intersection of Highway 45 and N. Melody Lane, Parkville, Missouri (the "Project").

D. In order to carry out the tasks described in the preceding paragraph, the City must retain legal counsel and financial and other outside professional consultants and will incur expenses but the City is without a source of funds to pay such legal counsel, consultants and expenses.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter expressed, the parties mutually agree as follows:

1. Services to be Performed by the City. The City shall:

A. Prepare or consult with the Applicant on the preparation of the Applications in accordance with the Acts, give all notices, make all publications and hold hearings as required by the Acts;

B. Review documents submitted by the Applicant and prepare and present required ordinances, analyses, and other necessary documents to the Board of Aldermen of the City for consideration for approval; and

C. In conjunction with and/or upon approval of the Applications, provide the

necessary assistance to prepare and negotiate a definitive agreement between the Applicant and the City for implementation of the Project (Paragraphs A-C collectively, the "Services").

2. Payment. The Applicant shall pay the City for all charges for legal counsel and consultants and all other expenses incurred in providing the Services set forth in Section 1.

A. Initial Deposit. The City acknowledges receipt of Thirty Thousand Dollars (\$30,000) (the "Deposit") from the Applicant, representing the Applicant's deposit for costs associated with the Services. The City shall disburse the Deposit as set forth in Section 3 of this Agreement and shall bill the Applicant pursuant to Section 2.B. to re-establish the Deposit so that there is always a minimum cash balance of Ten Thousand Dollars (\$10,000) available from which additional disbursements may be made as required.

B. Additional Funding. The City shall submit an itemized statement for actual out-of-pocket expenses necessary to perform its obligations hereunder or for any additional obligations or expenditures incurred by the City. Such statements shall be submitted no more often than monthly. Both the City and the Applicant acknowledge that expenses incurred by the City are currently not anticipated to exceed the initial deposit of Thirty Thousand Dollars (\$30,000). The Applicant shall pay the City the amounts set forth on such statements (the "Additional Funds") within thirty (30) days of receipt thereof. If such funds are not so received, the unpaid balance shall be subject to a penalty of two percent (2%) per month until paid, but in no event shall such penalty exceed twenty-four percent (24%) per annum, and the City shall be relieved of its obligations hereunder until paid or may terminate this Agreement pursuant to Section 4.A. Applicant shall supply the Additional Funds in a timely manner so that City activities may continue without interruption.

3. Disbursement of Funds. The City shall hold and disburse the Deposit and any Additional Funds for reimbursement of legal counsel, professional consultants, and the payment of all out-of-pocket expenses incurred by the City in connection with the performance of the Services as payment for such Services become due. Upon reasonable notice, the City shall make its records available for inspection by the Applicant with respect to such disbursements.

4. Termination.

A. In the event the Applicant fails to perform any of its obligations herein, the City may terminate this Agreement, and any other agreement between the parties, at City's sole discretion upon thirty (30) days written notice to the Applicant and providing the right to the Applicant to cure same termination by the City shall also terminate the duties and obligations of the City's processing of the Applications. Upon such termination, the City shall retain the Deposit and any Additional Funds necessary to reimburse all outstanding expenses incurred by the City pursuant to this Agreement and any monies due and owing to the City pursuant to any other agreement and shall pay all remaining refundable amounts of the Deposit and any Additional Funds to the Company within sixty (60) days of such termination.

B. The parties hereto acknowledge that the Applicant may determine to abandon the Applications. Upon notice of abandonment by the Applicant, this Agreement shall terminate and

the City may terminate any other agreement between the parties and shall retain monies from the Deposit and any Additional Funds necessary to reimburse the City for all expenses incurred under this Agreement to the date of termination and any monies due and owing to the City pursuant to any other agreement. The City shall pay all remaining refundable amounts of the Deposit and any Additional Funds to the Applicant within sixty (60) days after such termination.

C. Upon termination as provided in this Section 4, in the event the monies from the Deposit and any Additional Funds are insufficient to reimburse the City for the outstanding expenses of the City payable hereunder, the Applicant shall reimburse the City for said expenses within thirty (30) days of presentation of a demand therefore by sending notice as provided in Section 6 of this Agreement.

5. Attorney-Client Relationship.

The Applicant understands and acknowledges that this arrangement is an accommodation to the Applicant in which neither the City nor the City's legal counsel is providing legal representation to the Applicant and that no attorney-client relationship between the Applicant and the City's legal counsel shall exist by any reason including, but not limited to, the Applicant's payment of the City's legal costs.

6. Notice. Any notice, approval, request or consent required by or asked to be given under this Agreement shall be deemed to be given if it is in writing and mailed by United States mail, postage prepaid, or delivered by hand, and addressed as follows:

To the City:

City of Parkville, Missouri
8880 Clark Avenue
Parkville, Missouri 64152
Attn: City Administrator

With a copy to the City Attorney:

Williams & Campo, P.C.
400 SW Longview Boulevard, Suite 210
Lee's Summit, Missouri 64081
Attn: Chris Williams

To the Applicant:

Attn: _____

With a copy to:

Polsinelli PC
6201 College Blvd, Suite 500
Overland Park, Kansas 66211
Attn: Curt Petersen

Each party may specify that notice be addressed to any other person or address by giving to the other party ten (10) days prior written notice thereof.

7. Miscellaneous.

A. Governing law. This Agreement shall be governed by Missouri law. Any disputes arising hereunder shall be litigated only in the Circuit Court of Platte County, Missouri.

B. Entire Agreement. This Agreement is the entire agreement between the parties with respect to the funding by the Applicant to the City for the Services associated with the Applications.

C. No Waiver. Failure of any party hereto to enforce its rights hereunder at any time shall not be deemed a waiver of such rights.

D. Successors and Assigns. This Agreement may not be assigned by any party hereto without prior written consent of all other party. No assignment, unless specifically provided for in the consent thereto, shall relieve the assigning party of any liability hereunder. This Agreement shall be binding upon the parties hereto and their heirs, successors and permitted assigns.

E. Counterparts. This Agreement may be signed in counterparts.

CITY OF PARKVILLE, MISSOURI

By: _____

Attest:

City Clerk

Approved as to form:

City Attorney

STATE OF MISSOURI)
) ss.
COUNTY OF PLATTE)

On this ____ day of _____, 2017, before me, a Notary Public in and for said State, personally appeared _____, _____ of the City of Parkville, Missouri, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of said City and such person duly acknowledged to me that he/she executed the same for the purposes therein stated, and that the execution of the same was the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year above written.

Notary Public

My Commission Expires:

CITY OF PARKVILLE Policy Report

Date: Friday, September 8, 2017

Prepared By:
Joe Parente
City Administrator

Reviewed By:
Stephen Lachky
Community Development Director

ISSUE:

Approve an agreement with Springsted Incorporated to complete an Internal Rate of Return Analysis and a Fiscal Impact Analysis for the CBC Real Estate Apex Plaza development.

BACKGROUND:

The Board of Aldermen have in the past approved a professional services agreement with Springsted Incorporated for financial services related to debt financing and economic development financing services, after conducting a qualification based selection process. Springsted is one of the largest and most established independent public sector advisory firms in the United States. Staff has been pleased with the quality and timeliness of the work completed by Springsted.

CBC Real Estate APEX Plaza is a proposed retail development at the northwest corner of the intersection of Highway 45 and N. Melody Lane. It proposes four buildings on the site, containing approximately 33,000 of retail space. The developer has proposed the existing Market Place Tax Increment Financing District be amended to include its development site. Due to the cost of developing the site, including making all necessary improvements, the developer has indicated that the project is not feasible without the use of economic development incentives. It has therefore requested the use of economic development incentives that are associated with a Tax Increment Financing District.

Springsted has a division that specializes in economic development and staff believes utilizing those services to evaluate incentive applications through financial and market analyses is an important step in the review process.

In order to both accurately calculate the economic impact of the development and review the developer's public incentive request, staff requested that Springsted utilize the following tools:

- **Fiscal Impact Analysis:** Evaluate the direct and indirect economic impact of the new development. In the case of this development, the indirect impact (e.g. increased sales taxes for local businesses) may be an important factor in determining the maximum level of public incentives available.
- **Internal Rate of Return (Pro Forma) Analysis:** This analysis essentially boils down to a "but for" test (i.e. the development would not occur but for the use of X levels of incentives). The report will analyze the submitted financials of the developer to determine if the proposed development's financial statements and the requested level of public incentives are accurate.

The total cost of these reports is estimated at \$15,000 to \$20,000. Springsted has included in their agreement (attached) the inclusion of a Public Cash Flow Analysis, bringing the total cost to \$24,000. Staff, however, is not recommending the Public Cash Flow Analysis be performed at this time. All costs will be reimbursed back to the city by a formal funding agreement with the developer. For more detail on the Funding Agreement please see item 3B.

ITEM 3C

For 09-11-17

Board of Aldermen - Finance Committee Meeting

BUDGET IMPACT:

There is no net budget impact associated with this action. The City will pay for the analyses through the formal funding agreement with the developer. If necessary, the City has budgetary capacity to cover the initial cost of the report under the Administration Professional Services Line (10-501- 08-02-02).

ALTERNATIVES:

1. Recommend the Board of Aldermen authorize the mayor to execute an agreement with Springsted Incorporated to complete an Internal Rate of Return Analysis and a Fiscal Impact Analysis for the CBC Apex Plaza Development.
2. Recommend the Board of Aldermen authorize the mayor to execute an agreement with Springsted Incorporated to complete Internal Rate of Return Analysis: and a Fiscal Impact Analysis for Project Keystone and direct the City Administrator to negotiate potential changes to meet the desires of the Board of Aldermen.
3. Do not recommend the agreement.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends that the Board of Aldermen authorize the mayor to execute an agreement with Springsted Incorporated to complete an Internal Rate of Return Analysis and a Fiscal Impact Analysis for the CBC Apex Plaza Development.

POLICY:

The Purchasing Policy (Resolution No. 17-016) requires the Board of Aldermen to approve all purchases above \$10,000 upon recommendation of the Finance Committee.

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen authorize the mayor to execute an agreement with Springsted Incorporated to complete an Internal Rate of Return Analysis and a Fiscal Impact Analysis for the CBC Real Estate Apex Plaza development subject to the receipt of funds per the associated funding agreement.

ATTACHMENT:

1. Draft Agreement

AGREEMENT FOR FINANCIAL ADVISOR SERVICES

THIS AGREEMENT is made as of the ____ day of _____, 2017, by and between the City of Parkville, Missouri, ("Client") and Springsted Incorporated ("Advisor").

WHEREAS, the Client wishes to retain the services of the Advisor on the terms and conditions set forth herein, and the Advisor wishes to provide such services;

NOW, THEREFORE, the parties hereto agree as follows:

1. Services. Advisor shall provide services to the Client in accordance with Advisor's August 25, 2017 proposal titled "Market Place TIF District Review" a copy of which is attached as Appendix A of this Agreement.
2. Compensation. The Client shall compensate the Advisor at the rates set forth in the Advisor's August 25, 2017 proposal titled "Market Place TIF District Review" a copy of which is attached as Appendix A of this Agreement.
3. Term and Termination. This Agreement shall commence as of the date hereof, and shall terminate upon completion of the services and subsequent payment of compensation as detailed in the Advisor's August 25, 2017 proposal titled "Market Place TIF District Review" a copy of which is attached as Appendix A of this Agreement.
4. Indemnification. The Advisor hereby agrees to indemnify and hold the Client harmless from and against any and all losses, claims, damages, expenses, including without limitation, reasonable attorney's fees, costs, liabilities, demands and causes of action (collectively referred to herein as "Damages"), which the Client may suffer or be subjected to as a consequence of any act, error or omission of the Advisor in connection with the performance or nonperformance of its obligations hereunder, less any payment for damages made to the Client by a third party. Notwithstanding the foregoing, the Advisor shall not be liable to the Client for Damages suffered by the Client to the extent that those Damages are the consequence of: (a) events or conditions beyond the control of the Advisor, including without limitation changes in economic conditions; (b) actions of the Advisor which were reasonable based on facts and circumstances existing at the time and known to the Advisor at the time the service was provided; or (c) errors made by the Advisor due to its reliance on facts and materials provided to the Advisor by the Client. Whenever the Client becomes aware of a claim with respect to which it may be entitled to indemnification hereunder, it shall promptly advise the other in writing of the nature of the claim. If the claim arises from a claim made against the Client by a third party, the Advisor shall have the right, at its expense, to contest any such claim, to assume the defense thereof, to employ legal counsel in connection therewith, and to compromise or settle the same, provided that any compromise or settlement by the Advisor of such claim shall not be deemed an admission of liability hereunder.
5. Confidentiality; Disclosure of Information.
 - 5.1 Client Information. All information, files, records, memoranda and other data of the Client which the Client provides to the Advisor, or which the Advisor becomes aware of, in the performance of its duties hereunder ("Client Information") shall be deemed by the parties to be the property of the Client. The Advisor may disclose the Client Information to third parties in connection with the performance by it of its duties hereunder, subject to approval of the Client.
 - 5.2 Advisor Information. The Client acknowledges that in connection with the performance by the Advisor of its duties hereunder, the Client may become aware of internal files, records, memoranda and other data, including without limitation, computer programs of the Advisor ("Advisor Information"). The Client acknowledges that all Advisor Information, except reports prepared by the Advisor for the Client, is

confidential and proprietary to the Advisor, and agrees that the Client will not, directly or indirectly, disclose the same or any part thereof to any person or entity except upon the express written consent of the Advisor unless required by law.

6. Miscellaneous.

- 6.1 No Underwriting Participation. The Advisor shall not, during the term of this Agreement, directly or indirectly engage in the underwriting of any Debt Obligation.
- 6.2 Delegation of Duties. The Advisor shall not delegate its duties hereunder to any third party without the express written consent of the Client.
- 6.3 No Third Party Beneficiary. No third party shall have any rights or remedies under this Agreement.
- 6.4 Entire Contract; Amendment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior written or oral negotiations, understandings or agreements with respect hereto. This Agreement may be amended in whole or in part by mutual consent of the parties, and this Agreement shall not preclude the Client and the Advisor from entering into separate agreements for other projects.
- 6.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- 6.6 Severability. To the extent any provision of this Agreement shall be determined invalid or unenforceable, the invalid or unenforceable portion shall be deleted from this Agreement, and the validity and enforceability of the remainder shall be unaffected.
- 6.7 Notice. All notices required hereunder shall be in writing and shall be deemed to have been given when delivered, transmitted by first class, registered or certified mail, postage prepaid and addressed as follows:

If to the Client:

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

If to the Advisor, to:

Springsted Incorporated
380 Jackson Street, Suite 300
St. Paul, MN 55101-2887
Attention: Managing Principal

The foregoing Agreement is hereby entered into on behalf of the respective parties by signature of the following persons each of whom is duly authorized to bind the parties indicated.

Signature

Printed Name

Title

Signature

Printed Name

Title

**Appendix A
PARKVILLE, MISSOURI**

Market Place TIF District Review

August 25, 2017

Objective

To analyze the necessity for public participation requested through tax increment financing for a retail redevelopment. To assist the Client in review of public financial participation in the project and to aid in negotiations with the applicant.

SCOPE OF SERVICES

Public Cash Flow Analysis: Springsted will prepare an analysis of the applicant's projection of TIF, Supplementary TIF (if applicable), and CID revenues to include the following steps:

1. Evaluation of the applicant's base assumptions
2. Substitution of alternative assumptions, if deemed warranted
3. Calculation of projected revenues utilizing applicant's and recommended alternative assumptions
4. Estimation of the Reimbursable Project Costs which can be supported on a pay-as-you-go basis from the combined revenue streams in the current marketplace and timing of reimbursement

Internal Rate of Return (But-For) Analysis: Springsted will provide an Internal Rate of Return Analysis based upon the requested level of public financial participation to include the following steps:

- Review the applicant's pro forma and related information to confirm accuracy of the calculations and reasonableness of the assumptions
- Identify alternative assumptions, as applicable
- Calculate the unleveraged internal rate of return utilizing the applicant's assumptions and Springsted's suggested alternative assumptions
- Identify the unleveraged internal rate of return for similar projects considering the type of project, current market environment, and applicant's at-risk equity
- Identify the cost and revenue variance necessary for the project to realize a without assistance unleveraged rate of return equal to comparable projects in the marketplace. Consider the likelihood that this level of variance would occur
- Complete and convey a draft report to Client's staff for review and comment
- Hold a conference call meeting with Client's staff to discuss the report findings
- Finalize and convey to Client staff a final report

Fiscal Impact Analysis: Springsted will forecast the net fiscal impact to each affected taxing entity to include the following steps:

- Discuss with representatives of the Client, background information and assumptions for the study
- Review the proposed development.
 - The Client, working with the applicant, will provide the following information:
 - Total investment in land, buildings, and improvements

- Proposed location
 - Taxable construction materials purchased locally
 - Local average construction salaries
 - Projected sales and local expenditures generated by the project
 - Projected new jobs & payroll generated by the project by position type
 - Projected utility usage by the project (if utility surcharges are collected)
 - Public financial participation under consideration
 - Project timing
 - Tax rates for all impacted taxing entities
 - Applicant contact information
 - Other payments to/from local government
- Analyze Information and Data
 - Estimate anticipated primary and secondary benefits and costs for each impacted taxing entity during the tax abatement period. Calculate the net benefit/loss and cost-benefit ratio for the Client and the net benefit/loss for the remaining taxing entities.
- Present and Review Draft Report
 - Springsted will prepare a draft report that will contain our findings and conclusions. This review document will form the core of our final report. We will convey one reproducible copy to the Client for review and comment.
 - We will hold a Web-based meeting with the Client to review and discuss the draft report.
 - Based on our discussion and review of the draft report, Springsted will make modifications or changes, incorporating comments into the final report, as appropriate.

General Consulting: Springsted will assist the Client in review of applicant proposals (including determining the accuracy of financial estimates), negotiation with applicant and other matters related to the project.

OUTCOMES

Springsted will deliver the following:

- For each development scenario reviewed, a written Public Cash Flow Analysis, Internal Rate of Return (But-For) Analysis and Fiscal Impact Analysis. The reports shall be presented in electronic format suitable for reproduction by the Client. Springsted will revise each Analysis should the Tax Increment Financing Plan be revised or as required by other circumstances
- Telephone conference or online meeting(s) during which Springsted will discuss with the Client:
 - The findings of each Analyses
 - Recommendations as to how the city can accomplish its redevelopment goals while minimizing its financial investment and risks
- Attendance at meetings with the City and its consultants and/or the applicant, as requested

- Presentation of Analyses at meetings of the Tax Increment Financing Commission and the City Council

COMPLETION DATES

Springsted will complete the Public Cash Flow Analysis, Internal Rate of Return (But-For) Analysis and Fiscal Impact Analysis within three weeks after all of required project information has been received from the applicant.

COMPENSATION

Springsted will provide the above **Scope of Services** and **Outcomes** at the hourly rates detailed in the following table.

2017 Standard Hourly Fee Schedule	
Title	Rate
Principal & Senior Officer	\$260
Officer & Project Manager	\$215
Senior Associate	\$160
Support Staff	\$ 75

We estimate a total engagement cost of \$24,000. This estimate assumes that each analysis is performed only once or with only minor revision. The total engagement cost will be higher than estimated should circumstances require that tasks described in the **Scope of Services** be repeated and/or if the number of meetings to be attended is greater than anticipated.

Fees will be billed monthly in order to assist the City in management of its funding agreement with the applicant.

Excluded from the fee indicated above is assistance with the sale of bonds and any out-of-pocket expenses such as travel (including travel from St. Paul, Minnesota, if determined necessary by the Client), copies, faxes, conference calls, credit reports, the cost of research information, or other out-of-pocket expenses necessary to complete the **Scope of Services**.

ASSIGNED PERSONNEL

Tom L. Kaleko, CIPMA, Senior Vice President and Client Representative



Mr. Tom Kaleko, Senior Vice President, will serve as the team lead and primary contact to the City. Mr. Kaleko has 20 years of local government experience, including 6 years as the City Administrator in Gardner, Kansas and 12 years serving in the capacity of Assistant City Administrator in Lenexa, Kansas and Blue Springs, Missouri. Since joining Springsted in 2005, Mr. Kaleko has focused on creating financial and economic development solutions for metropolitan suburbs, regional centers, and school districts. Mr. Kaleko works with clients to craft financing solutions for operational and capital needs while managing tax rates and fees.

He has helped numerous communities evaluate economic development proposals and negotiate mutually beneficial public-private partnerships. Mr. Kaleko received a master's degree in Public Administration from the University of Kansas and a bachelor's in business administration from the University of Tennessee. He is a Certified Independent Public Municipal Advisor by the National Association of Municipal Advisors.

Thomas J. "Tom" Denaway, EDFP
Consultant



Mr. Tom Denaway is a member of our Management Consulting Services Group. With the firm since 2005, he performs analysis for the use of a variety of economic development, redevelopment and housing programs in the Midwest region, including property and sales tax increment, special improvement districts and tax abatement. Tasks performed include revenue projections, operating cash flow projections, cost benefit analysis, tax impact analysis, bond cash flow analysis, rate of return analysis, developer need for assistance, and repayment risk analysis. Prior to joining Springsted, Mr. Denaway served as the management analyst for the City of Wyoming, Minnesota. Mr. Denaway received a

Bachelor of Arts degree in Political Science from the University of Minnesota-Duluth and is certified through the National Development Council as an Economic Development Finance Professional.

Matthew T. "Matt" Stark
Senior Analyst



Mr. Matt Stark is a member of our Management Consulting Services Group. With the firm since 2002, he applies his analytical expertise to new challenges within the fields of operational finance, organizational management and human resources and economic development. He provides technical and analytical assistance on financial planning models, assists and advises clients on employee classification and compensation systems, performs cost-benefit analyses on economic development projects and is responsible for our electronic facilitation system. Mr.

Stark holds a degree in physics from Penn State University.

CITY OF PARKVILLE Policy Report

Date: Wednesday, September 6, 2017

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Melissa McChesney
City Clerk

ISSUE:

Approve an agreement with Fry & Associates for the construction of the Riverview Shelter in Platte Landing Park.

BACKGROUND:

In September 2016, staff was notified that Friends of Parkville Parks (FOPP) was seeking grant requests prior to disbanding. On September 8, 2016, FOPP awarded the City a \$25,000 grant. The funding agreement outlined the funding associated with the proposed project that included the construction of a ball field (\$10,000) and the construction of a new shelter near the southeast corner of the Grigsby Field parking lot (\$15,000). The grant funding is contingent of additional matching funds from Platte County through their Outreach Grant program.

In January 2017, staff submitted an application to Platte County Parks & Recreation for their Outreach Grant program. In March 2017, the City was awarded funding in the amount of \$15,900 from the County.

The proposed shelter will be located along the riverfront near the Grigsby Field parking lot. Staff prepared a conceptual design and specifications based on the other shelter houses in the park and released the bid documents in July 2017. The bid document was split into the base bid for the building construction and the bid alternate for the concrete building pad. On August 1, 2017, five contractors responded to the bid request and the low bidder was Fry & Associates with a base bid of \$34,647. The bid tabulation is included as Attachment 1.

Fry & Associates provided a price for the bid alternate for the concrete building pad in the amount of \$13,888. They are not concrete contractors; their expertise is in park structures. Staff recommends contracting directly with a concrete contractor. Staff will obtain three quotes, in accordance with the City's purchasing policy, for the construction of the concrete building pad.

BUDGET IMPACT:

The 2017 Capital Improvements Program includes \$15,000 for the construction of a new shelter from the FOPP grant. The Platte County Outreach grant funding includes \$15,900. The total budget available is \$30,900.

The total project cost for the building construction is \$34,647, which is a budget shortfall of \$3,747. There is capacity in the Parks (560) Capital Outlay that can cover the overage since there were budget savings in two of the Parks capital projects in 2017.

	<u>Budget Available</u>	<u>Project Cost</u>	<u>Budget Savings</u>
Commercial Drill Seeder	\$8,000.00	\$6,077.44	\$1,922.56
Zero Turn Mower	\$18,000.00	\$15,925.00	\$2,075.00
Total Budget Savings			\$3,997.56

ITEM 3D

For 09-11-17

Board of Aldermen - Finance Committee Meeting

ALTERNATIVES:

1. Approve the construction agreement with Fry & Associates for the construction of the Riverview Shelter.
2. Do not approve the agreement and provide alternative direction to staff.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approval of the construction agreement with Fry & Associates for the construction of the Riverview Shelter.

BOARD OF ZONING APPEALS APPROVAL:

Since the proposed location of the shelter is located in the Federal Emergency Management Agency (FEMA) designated floodway, the floodplain variance was necessary. The City prepared a floodplain development application. Since there were no issues with the proposed shelter, the Board of Zoning Appeals approved on the application on August 22, 2017, by a vote of 4-0.

COMMUNITY LAND AND RECREATION BOARD RECOMMENDATION:

The Community Land and Recreation Board meeting will be held on September 14, 2017. Staff will present the construction agreement during the meeting and seek their recommendation, which will be included in the September 19th Board of Aldermen packet.

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 construction agreement with Fry & Associates for the Riverview Shelter in Platte Landing Park in the amount of \$34,647.

ATTACHMENTS:

1. Bid Tabulation
2. Draft Agreement

BID TABULATION

2017 FRIENDS OF PARKVILLE PARKS SHELTER

Bid Opening: Tuesday, August 1, 2017

10:05 a.m., Public Works Conference Room

Bidder Name	BASE TOTAL	ALTERNATE TOTAL
Fry and Associates N. Kansas City, MO	\$34,647.00	\$17,888.00
Athco Lenexa, KS	\$37,955.00	\$7,130.00
Play and Park Structures Park Hills, MO	\$50,814.00	
Lejas Corporation St. Louis, MO	\$110,466.00	\$16,500.00
R. L. Phillips Construction, Inc. Raymore, MO	\$144,500.00	\$4,000.00

(*) Recommended Award of Purchase

CITY OF PARKVILLE, MO
AGREEMENT BETWEEN CITY OF PARKVILLE
AND CONTRACTOR
FOR
PUBLIC IMPROVEMENT OF FRIENDS OF PARKVILLE PARK SHELTER

This agreement is made and entered into this **19th day of September, 2017**, by and between the City of Parkville, Missouri, (hereinafter the "City") and **FRY & ASSOCIATES** (hereinafter the "Contractor").

WITNESSETH:

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

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

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

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

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

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

all in accordance with the Contract Documents, on file with the City Clerk of Parkville, Missouri, all of which are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the City, the State of 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 there for, the sum of

Thirty Four Thousand Six Hundred Forty Seven and no/100 DOLLARS (\$34,647.00) (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 [REDACTED]. 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:

Exhibit A	General Conditions of the Contract
Exhibit A-1	Special Conditions of the Contract
Exhibit B-1	Performance Bond
Exhibit B-2	Payment Bond
Exhibit C	List of Plans (by sheet number and date), including all addenda thereto
Exhibit D	Specifications, including all addenda thereto
Exhibit E	Contractor's Affidavit Acknowledging Federal Lobbying Activities and Conflict of Interest Prohibition
Exhibit F	Sales tax exemption documentation forms
Exhibit G	Contractor's Affidavit of Compliance with Non-Discrimination and Equal Employment Opportunity Laws
Exhibit H	Affidavit of Compliance with Safety Training Requirements (§292.675 R.S. Mo.)
Exhibit I	Affidavit of Compliance with R.S. Mo §285.530.6
Exhibit J-1	Applicable Missouri Prevailing Wage Rates
Exhibit J-2	Prevailing Wage Rate Reporting Form
Exhibit J-3	Certification of Compliance with Prevailing Wage Requirements
Exhibit K	Insurance Requirements
Exhibit L	Bill of Sale
Exhibit M	Bailment Agreement
Exhibit N	Conditional Partial Waiver of Lien and Release of Claims
Exhibit O	Conditional Final Waiver of Lien and Release of Claims
	Certificate of Substantial Completion
	Certificate of Final Completion
	Construction Change Directive
	Change Order

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

FRY & ASSOCIATES, INC.

By _____

Title _____

(SEAL)

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