



COMMUNITY LAND AND RECREATION BOARD
Regular Meeting (#18-8) Agenda
CITY OF PARKVILLE, MISSOURI
Wednesday, September 12th, 2018 6:00 pm

1. CALL TO ORDER

A. Roll Call

- | | | |
|--|--|--|
| <input type="checkbox"/> Adam Zink (Chair) | <input type="checkbox"/> Laura Ozenberger (Vice Chair) | <input type="checkbox"/> Michelle Flamm |
| <input type="checkbox"/> Linda Arnold | <input type="checkbox"/> Neil Davidson (Secretary) | <input type="checkbox"/> Bill Gresham |
| <input type="checkbox"/> Susan Robb | <input type="checkbox"/> Bob Stuteville | <input type="checkbox"/> Steven Sturgess |
| | <input type="checkbox"/> Marc Sportsman (Liaison) | |

2. CONSENT AGENDA

- A. Approve the minutes for the August 15th, 2018, regular meeting.

3. ACTION AGENDA

- A. Approval of the Maintenance and Use Agreement with Park Girls Lacrosse.
B. Approval of the Veterans Memorial Engineer Selection.

4. NON-ACTION AGENDA

5. STAFF UPDATES ON ACTIVITIES

- A. August Nature Sanctuary Report
B. August Parks Report
C. Public Works Project Update

6. MISCELLANEOUS ITEMS FROM THE BOARD

7. ADJOURN



COMMUNITY LAND AND RECREATION BOARD

Regular Meeting (#18-7)

MINUTES

CITY OF PARKVILLE, MISSOURI

Wednesday, August 15, 2018 6:00 pm

City Hall Boardroom

1. CALL TO ORDER

The meeting was called to order at 6:00 p.m. Roll was called by Assistant to the City Administrator, Anna Mitchell.

Members present were:

Adam Zink
Bill Gresham
Neil Davidson
Laura Ozenberger
Linda Arnold
Michelle Flamm
Steven Sturgess – Arrived at 6:05 p.m.
Susan Robb

Absent with prior notice:

Bob Stuteville

Liaison, Alderman Marc Sportsman

A quorum of the Board was present.

Anna Mitchell, Assistant to the City Administrator, Mayor Nan Johnston, and Bonnie Buckmaster, Public Works Assistant were present on behalf of the City.

2. CONSENT AGENDA

A. Approve the minutes for the July 11, 2018, Regular Meeting.

LAURA OZENBERGER MOVED TO APPROVE THE MINUTES FROM THE JULY 11, 2018, REGULAR MEETING. BILL GRESHAM SECONDED; MOTION PASSED 7-0.

3. ACTION AGENDA

A. Approval of the Maintenance and Use Agreement with Engaged Holdings

Anna Mitchell, Assistant to the City Administrator, presented a Maintenance and Use Agreement for approval between the City and Engaged Holdings to have first rights of use of the baseball fields located in English Landing Park while improving the fields. Engaged has committed to complete two or more of the large maintenance items listed within the Agreement, included in the CLARB packet. The Agreement states that Engaged would have the reservation of two fields for three nights of the week, allowing availability for other teams to continue to use the fields. There is no monetary budget impact.

Scott Lehr and Ben Baker of Engaged gave a presentation prioritizing the planned maintenance and improvements of the ballfields that would be completed during the term of the Agreement. This information is included in the CLARB packet. Baker pointed out safety issues, maintenance, and protective measures that would be recommended in their improvement plan.

Discussions included the timeline of improvements, which included the edging, new dirt, and pitching mounds to be upgraded and completed for the fall usage. Lehr expressed that these items could be completed right away and would be ready for the fall season with the approval of the Agreement. There were also questions regarding the other teams that use the fields and wanting them to be able to request usage. Mitchell explained that she will send out a mass email to all coaches to send their usage requests and will continue to make sure that other teams will be able to use the fields as well.

Engaged expressed great interest in working with Parkville in the future and is very supportive of the future Parks Master Plan.

There was concern for the future plan for Ballfield 1, soon to be the site of the Veterans Memorial, and the Parks Master Plan moving the ballfields to a different location. Mitchell stated that the construction timeline for the Veterans Memorial would be 9-10 months out, which the ballfield would be available for use until the start of construction. Mitchell further said that Engaged has expressed interest in partnering with the City to implement the Parks Master Plan, which Lehr confirmed their long term interest and support.

Mayor Nan Johnston approached the Board to thank them for their thoughtful and careful consideration of the projects and appreciated everything that the Board has done for the residents. Mayor Johnston then endorsed the characters of Chad Earwood, Scott Lehr, and Engaged Holdings, expressing appreciation of their character, community involvement, and commitment to this project and to Parkville. Mayor Johnston is in support of the project.

Mitchell clarified that the Agreement stated that two major alterations will be completed per term year. Lehr also stated that it doesn't mean they will only pick two items per term, and that it would be likely that more would be completed. There were concerns of the uncertainty of the list of improvements in the Agreement which Lehr expressed no concern. Mitchell also stated that staff will meet with Engaged before and after the projects are complete to ensure the expectations of the City have been met.

There was also a concern of extending the backstop board base which could become a small dam if there was flowing water. Presently the backstop is full length screen. Lehr took note of this.

Mitchell assured CLARB that staff and Engaged would work together on construction times to have little interference with the other teams' usage of the fields and would also notify those teams of construction times.

CLARB requested that the Agreement be modified that two alterations be completed before the Spring season; and to clearly specify the priority of the alterations. Further, CLARB requested to have completion dates of the alterations built into the Agreement.

Mitchell said that she will notify the spring teams in December of the impending improvements. Chair Zink asked Mitchell to also reach out to the other teams to see if there would be any interest in helping out or volunteering for any of the projects to improve the fields.

There was also discussion of signage to be displayed during the term of the Agreement which Lehr would comply with City code and would appreciate the acknowledgement of their work.

ADAM ZINC MOVED TO APPROVE APPROVAL OF THE MAINTENANCE AND USE AGREEMENT BASED ON THE CHANGES AS DISCUSSED AT THE MEETING WITH ENGAGED HOLDINGS TO THE BOARD OF ALDERMEN, LAURA OZENBERGER SECONDED; MOTION PASSED 8-0.

4. NON-ACTION AGENDA

5. STAFF UPDATES ON ACTIVITIES

- A. July Nature Sanctuary Report – Included in the CLARB packet.
- B. June and July Parks Report – Included in the CLARB packet.
- C. Public Works Project Update – Included in the CLARB packet.
- D. Small dog park trail, outreach grant– Completed
- E. Playground equipment – To be ordered
- F. English Landing Park Restroom – The valves on the toilets have been replaced to handle more usage. The restroom will be open for Parkville days as a trial run, which Main Street Parkville will be monitoring in case there is a problem and will close it if needed. Michelle Flamm stated that she overheard park goers complimenting the updated restroom.
- G. Grigsby Field - Sewer leaks taken care of.
- H. Low Water Crossing – engineering almost complete hope to move forward soon – will update next month.
- I. Veterans Memorial – Eight Engineering proposals received today, meeting next Thursday with selection committee.
- J. Parkville days this week – Farmers Market will be moved to City Hall Saturday during Parkville Days.
- K. Friends of Parkville Parks Ordinance passed –Naming party to be determined.
- L. Railroad and Trail– No update.
- M. Wetlands – Staff has been in contact with nonprofits.

6. MISCELLANEOUS ITEMS FROM THE BOARD

- A. Concern with the 4th of July carnival dumping grey water and suggested there be a conversation before next year events regarding dumping grey water, parking and arriving so early.
- B. Questions if there is a City ordinance regarding campers or the requirement of having a holding tank. Mitchell will check if there is an ordinance and if it needs to be renewed.
- C. There was a suggestion to take another look at the event and that CLARB may not be who needs to look into this, that is may be the Planning and Zoning issue. CLARB asked to check if there are limits to the number of days that carnivals can come in; and to make sure the fee is appropriate.
- D. Bill Gresham stated that the Monarch Butterflies are declining in population and suggested that volunteers could plant milkweed. Some organizations will provide the plant and seed material either free or reduced fees and that Platte Landing Park would be a good location for this. Mitchell said she would give Park Superintendent, Tom Barnard, this information. Mitchell also stated that the Eagle Scouts planted milkweed plants in the Nature Sanctuary and the Bob Fluchel memorial garden and the butterfly garden on Highway 45.
- E. Mitchell also informed CLARB that they would be involved in the 2019 budget discussion and asked them to submit funding needs to Public Works Director, Alysen Abel, by August 31, 2018.

7. ADJOURN

**LAURA OZENBERGER MOVED TO ADJOURN AT 7:13 P.M.
NEIL DAVIDSON SECONDED; MOTION PASSED 8-0.**

The minutes for July 11, 2018, having been read and considered by the Community Land and Recreation Board, were approved on this the 15th day of August 2018.

Bonnie Buckmaster
Public Works Assistant

Approval date

CITY OF PARKVILLE Policy Report

Date: Monday, September 10, 2018

Prepared By:
Anna Mitchell
Assistant to the City Administrator

Reviewed By:
Alysen Abel
Public Works Director

ISSUE:

Approve an agreement with the Park Girls Lacrosse to use and maintain Vikings Field.

BACKGROUND:

One of the recommendations of the 2016 Parks Master Plan was for the city to seek out partnerships to help close the gap between city maintenance needs and available manpower. Park Girls Lacrosse (PGL) is a youth and High School lacrosse organization in the Kansas City Northland. In mid-2017 staff was approached by Park Girls Lacrosse who had the idea that both the City and Park Girls Lacrosse could work together to create a new multi-use field in the English Landing Park/Platte Landing Park transition area. Park Girls Lacrosse was looking for a permanent home and to eventually create a competition level field. In return for constructing, maintaining, and providing upgrades to the field, Park Girls Lacrosse requested the first right to use the new field instead of paying a regular usage fee. Park Girls Lacrosse had a two-phase plan that includes the development of a practice quality field first and upgrading it to a competitive field, at a later date, when funds were available. The goal was to have a practice quality field ready for use in 2018.

Since the initial conversation last year, PGL has sat down with Staff to change the location of their field. Looking at the price of constructing a field, PGL realized that the funds they had raised would not allow for a practice field. The location was not ideal for the City as well due to the area being a planned parking area. During conversations with PGL and Staff, Vikings Field was suggested as an adequate alternative.

PGL was able to assess the field, and have agreed to move their teams. The money raised through their own efforts will be used to improve the Vikings Field site through player and spectator seating, adding gravel to the parking area, and field repairs to eliminate any safety concerns for the players. PGL will also be responsible for any water usage for the field.

The agreement is set for a one-year term with the availability to renew up to two additional terms. PGL will provide regular maintenance as well as at minimum one major alteration per term year. One alteration per term was decided due to the lack of demand of the field. This partnership may allow for the field to get the improvements it needs to allow for a better demand in the future. PGL continues to look forward to partnering with the City with the future multi-purpose fields in Platte Landing Park.

BUDGET IMPACT:

There is no budget impact suspected.

ALTERNATIVES:

1. Recommend that Board of Aldermen approve the Use and Maintenance agreement with Park Girls Lacrosse for Vikings Field.
 2. Recommend that Board of Aldermen approve the Use and Maintenance agreement with Park Girls Lacrosse for Vikings Field with modifications to meet the desires of CLARB.
-

ITEM 3A

For 09-12-18

Community Land and Recreation Board Meeting

3. Do not approve the recommendation of the agreement.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends CLARB recommend the Board of Aldermen approve the Use and Maintenance agreement with Park Girls Lacrosse for Vikings Field.

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve the Use and Maintenance agreement with Park Girls Lacrosse for Vikings Field.

POLICY:

Section 150.050.A. of the Parkville Municipal Code directs CLARB to act in an advisory capacity to the Board of Aldermen to develop and administer a writer plan for the care, preservation, pruning, planting, replanting, removal or disposition of trees and shrubs along streets and in other public areas. As CLARB serves in an advisory capacity, its recommendations must be approved by the Board of Aldermen.

ATTACHMENT:

1. Agreement
-

FIELD CONSTRUCTION, MAINTENANCE, AND USE AGREEMENT

This Use Agreement is made and entered into this ____ day of _____, by and between the City of Parkville, Missouri, a municipality of the fourth class, hereinafter called “the City,” and the Park Girls Lacrosse, a youth lacrosse organization, hereinafter called “PGL”

WHEREAS, The City owns the land generally located at the southwest corner of River Road and Hwy FF, addressed at 12398 NW Highway FF, Parkville, Platte County, Missouri, 64152, known as Viking Field, as further described in Exhibit A, attached hereto and incorporated by reference, hereinafter the “Premises”; and,

WHEREAS, The City desires to allow PGL to use and maintain the field for youth recreational lacrosse practice and competition, and the latter desires to use the same with permission from the City in accordance with the following terms; and,

WHEREAS, this Agreement replaces any and all pre-existing arrangements, verbal or written, between the City and the PGL related to the use of the Premises.

NOW THEREFORE, The City agrees to allow PGL to use the Premises, as follows:

1. **Term.**
 - a. The term of this Agreement shall be one (1) year from the effective date of this agreement and it may be renewed by the City for two additional one year terms upon written notice by at least 30 days prior to expiration of the then current term.
 - b. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.
2. **Premises.** The Premises governed by this Agreement shall include all improvements and fixtures thereon, which shall remain the property of the City at the termination of this Agreement. PGL shall retain title to all personal property which it owns and which is located on the premises. The City is not responsible for security or maintenance of the personal property of PGL. At the sole discretion of the City, PGL shall remove, at their own expense, all improvements, fixtures, and personal property from the Premises at the termination of the Agreement.
3. **Grant of Use.** PGL shall be scheduled to use the Premises for youth sports programming during the period from February to the end of May, five days a week, three hours per day. PGL will also require use of the field for four weekend days in June, two weekend days in July, four weekend days in September, and two weekend days in October. If at any time during this period PGL declares they are not using the Premises, the City may grant the use of the Premises to other users. Requests for changes or additions to the days and time of use must be mutually agreed upon in writing by the City and PGL and will be attached as a supplement to this agreement as needed.
4. **User Fee.** PGL shall not be obligated to pay any user fee to the City. The consideration to the City for entering into this Agreement is the benefits derived by the citizens of the City of Parkville, Missouri, from the programs provided by the PGL and the construction and ongoing maintenance of the premises. PGL agreed to provide youth sports programs for Lacrosse throughout the term of this Agreement.
5. **Other Uses.** The City reserves the right to use any portion of the Premises for other uses, in its sole discretion, during any time when the Premises are not reserved for the use by PGL.
6. **Utilities.** During its use of the Premises, PGL shall pay for all utilities to the Premises including, but not limited to, water, sewer, electricity, gas, and trash. The City will invoice PGL annually after November 1 for the City’s actual water bills for service to the Premises during PGL use of

the Premises, plus an administrative fee equal to five percent (5%) of water bills. The administrative fee is considered reimbursement for the City's costs associated with maintaining the water service and billing.

7. **Insurance.** The City shall procure and maintain property insurance covering the land only. PGL shall keep in force, at PGL's expense, as long as this Agreement shall remain in effect, Commercial General Liability Insurance in a responsible company, authorized to do business in the State of Missouri, with respect to the Premises with coverage in a minimum amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. PGL shall secure the endorsement in the name of the City as an additional insured, on such liability insurance policy, without additional expense to the City. PGL will provide a copy of such certificate of liability insurance to the City and shall notify the City if such insurance is threatened to be canceled or expired.

PGL will indemnify the City and save the City harmless from and against any and all claims, action damages, liabilities and expenses in connection with the loss of life, personal injury, theft, vandalism or damages to property arising out of or from the use of the Premises by PGL, provided, however, PGL will not be liable to the City on any claim, to the extent it is caused by the negligence of the City, or its agents or employees. Failure of the PGL to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation, including but not limited to, the indemnification obligation.

8. **Maintenance and Repairs.** During its use of the Premises, PGL shall be responsible for any upgrades, repairs, and maintenance of the Premises in a manner that is safe and presentable for program participants. In the event of significant flood or other damage to the Premises, the City will perform repairs in its sole discretion. In the event PGL desire repairs that would not otherwise be performed by the City, PGL will assume the costs of any repairs that exceed applicable insurance proceeds, including the City's insurance deductible. PGL shall complete a series of maintenance projects on a weekly and monthly basis, to the Premises outlined below:
 - a. General turf, field, and structure maintenance including but not limited to edging, weeding, turf patching, goal painting/touch up. This also includes the repair and maintenance of any Major Alterations added by PGL.
 - b. The Streets Department will provide mowing on a biweekly basis. PGL is responsible for mowing the Premises on a regular basis, consistent with mowing practices for the field throughout the year at the sole expense of PGL.
 - c. The field and field turf will be in a substantially similar or better condition at the termination of the Agreement as at the beginning of the Agreement.
 - d. PGL will not use the Premises during extremely wet conditions or other times that may lead to damage of the field and field turf. PGL is responsible for any major repairs caused to the field and field turf caused by its use of the Premises.
9. **Major Alterations by PGL.** During its use of the Premises, PGL will add one (1) or more of the Major Alterations to the Premises per term year, at no cost to the City. The first alteration will be done by June 30, 2018. The Major Alteration/s will be decided by mutual consent of PGL and the City unless designated as pre-approved. The following pre-approved Major Alterations are listed in priority order:
 - a. Purchase player benches for the field
 - b. Purchase of a storage unit for the field area
 - c. Purchase of spectator bleachers for the field
 - d. Improve/add gravel to parking lot area
 - e. Major field repairs to eliminate any safety hazard for players including plugging, overseeding etc.

This list is not exhaustive, additional improvements may be completed and priority order may be altered with the prior written approval of the City. Prior to proceeding with any of the above Major Alterations,

PGL must meet with the City and provide a detailed written plan (Major Alteration plan) of how it will accomplish the Major Alterations proposed. The City must approve a Major Alteration plan provided by PGL prior to a Major Alteration being added or fabricated. When a Major Alteration is completed, it will be inspected by the City and upon satisfactory inspection, it will be deemed complete. When a Major Alteration is deemed complete by the City, it will be considered donated in its entirety to the citizens of Parkville to be hereafter owned by the City of Parkville and managed on behalf of the citizens by the City of Parkville. Following acceptance of a Major Alteration, the City may treat the project as it would any other City property similar in nature. The City reserves the right to move/remove and/or retire said donation. No other alterations or structural improvements shall be made by PGL to the Premises during the term hereof without the prior written consent of the City.

- 10. Entry Upon the Premises.** PGL agrees to permit the City, or its authorized agents, to enter the Premises at all times for the purpose of inspecting to ensure compliance with the terms of this Agreement.
- 11. Other Considerations.** If PGL uses adult or youth volunteers to conduct maintenance and repair operations or complete Major Alterations, it must submit to the City a completed and signed Volunteer Waiver for each volunteer participant prior to the work taking place. An example of the Volunteer Waiver can be found in Exhibit B.
- 12. Compliance with Law.** PGL must comply with all applicable local, state, and federal laws with regard to programming and operations. Failure to comply with applicable laws is considered a breach of this agreement.
- 13. Reporting.** Each year on or before December 1, PGL shall provide a written report to the City of its activities for the prior season ending in May. The report shall include information that is pertinent to summarizing the use, maintenance/repair, and Major Alterations related to the Premises.
- 14. Successors and Assigns.** This agreement shall not be assigned to any party without the prior written approval of the City. Any such assignment of the agreement shall extend to and be binding upon the successors and assigns of the parties hereto.
- 15. Termination for Cause.** If either party fails to fulfill the terms of this Agreement, the other party may provide thirty (30) days written notice to the offending party that outlines the specific issues of default. If the default is not cured within fifteen (15) days, the Agreement will terminate. If PGL fails to fulfill the terms of this Agreement and it is terminated for cause, PGL must complete (1) Major Alterations or reimburse the City for the use of the Premises in the amount equal to reservations used up to that point, calculated at twenty dollars (\$20) per hour of use.
- 16. Termination for Convenience.** Either party may at any time and for any reason terminate the agreement upon sixty (60) days written notice to the other party. If PGL proposes the termination, it must complete (1) Major Alterations or reimburse the City for the use of the Premises in the amount equal to reservations used up to that point, calculated at twenty dollars (\$20) per hour of use. In the event of significant flood, natural disaster or other damage that renders the Premises unusable for the foreseeable future, this agreement will immediately terminate, and all parties will be deemed whole.

17. 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 national overnight delivery service to the following addresses:

To City:

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

To Park Girls Lacrosse:

Park Girls Lacrosse
Attn: Kelly Franklin
14760 NW 61st street
Parkville, MO 64152

18. Entire Agreement. This document constitutes the entire agreement between PGL and the City. This Agreement cannot be modified except in writing and must be signed by all parties. Neither PGL nor the City has made any promises or representations, other than those set forth in this Agreement and those implied by law.

In witness whereof of the parties have set their hands this ____ day of _____ 2018.

Park Girls Lacrosse

City of Parkville, Missouri

By: _____

By: Nanette K. Johnston, Mayor

ATTEST

By: Melissa McChesney, City Clerk

**EXHIBIT A
Premises**

That portion of parcel number 20-8.0-33-000-000-003-001, generally located: on the northernmost portion of said parcel; south of the intersection of River Road, Union Chapel Road and FF Highway; west of Rush Creek; north of the Burlington Northern Santa Fe railroad right-of-way; and bounded by the existing tree lines. The property is generally depicted as the area in red below.



**EXHIBIT B
Volunteer Liability Waiver**

**City of Parkville
Waiver of Liability**

Participant's Name: _____
Address: _____ City: _____
State: _____ Zip Code: _____
Telephone: _____ Cell Phone: _____
E-mail: _____ DOB: _____

READ BEFORE SIGNING:

In consideration of being allowed to participate in any way as part of _____, including related events and activities, the undersigned acknowledges, and agrees that:

1. The risk of injury from the activities involved in this activity may be significant, including the potential for permanent paralysis, serious injury and death, and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, and assume full responsibility for my participation; and,
3. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS The _____, their officers, officials, agents and/or employees, other participants, sponsoring agencies, WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property.

FOR PARTICIPANTS OF MINORITY AGE (under 18 years of age): This is to certify that I, as parent/legal guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above all the Releasees, and, for myself, my heirs, assigns and next of kin, I release and agree to indemnify the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT AND FULLY UNDERSTAND ITS TERMS.

Name (print)

Signature

Date

If under 18 years of age:

Parent/Guardian Name (print)

Parent/Guardian Signature

Date

CITY OF PARKVILLE Policy Report

Date: September 10, 2018

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Anna Mitchell
Assistant to the City Administrator

ISSUE:

Recommend approval of a professional services agreement with SFS Architecture for the engineering design of the Veterans Memorial.

BACKGROUND:

During Phase three of the 2016 Parkville Parks Master Plan process, a public open house was held as well as an online survey open to the public to provide input on what they would like to see in the riverfront parks. What was heard from the open house participants is that the second most important amenity to be implemented in the parks is a Veteran's Memorial.

From this direction, the Veterans Committee was created. Organizations included in the committee include the VFW, American Legion, and Patriot Outreach. The committee is comprised of two members from each organization as well as two At-Large individuals.

The Veterans Committee started the design process in November of 2017 when they asked the community to submit ideas for the design of the Veterans Memorial – of which, six designs were submitted as proposals. Over the first weekend in December, members of the public were asked to vote in their favorite design. The initial design concept was presented to CLARB. Since that time, the Veterans Committee has finalized the design of the Memorial through multiple drafts.

In August 2018, the City released a Request for Qualifications for the design of the Veterans Memorial. The design services will include survey, geotechnical and structural engineering, landscape architecture and general civil engineering design. There were eight proposals submitted from engineering/architectural teams. A selection committee comprised of City Staff and Veterans Committee members reviewed the proposals. The selection committee selected SFS Architecture based on the overwhelming memorial experience.

BUDGET IMPACT:

The design fees associated with the professional services agreement will be paid for using the Veterans Memorial Donation Fund, of which will be funded by the Veterans Committee fundraising efforts.

ALTERNATIVES:

1. Approve a professional services agreement with SFS Architecture.
2. Provide other direction to staff.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends the approval of a professional services agreement with SFS Architecture for the engineering design of the Veterans Memorial.

ITEM 3B

For 09-12-18

Community Land and Recreation Board

POLICY:

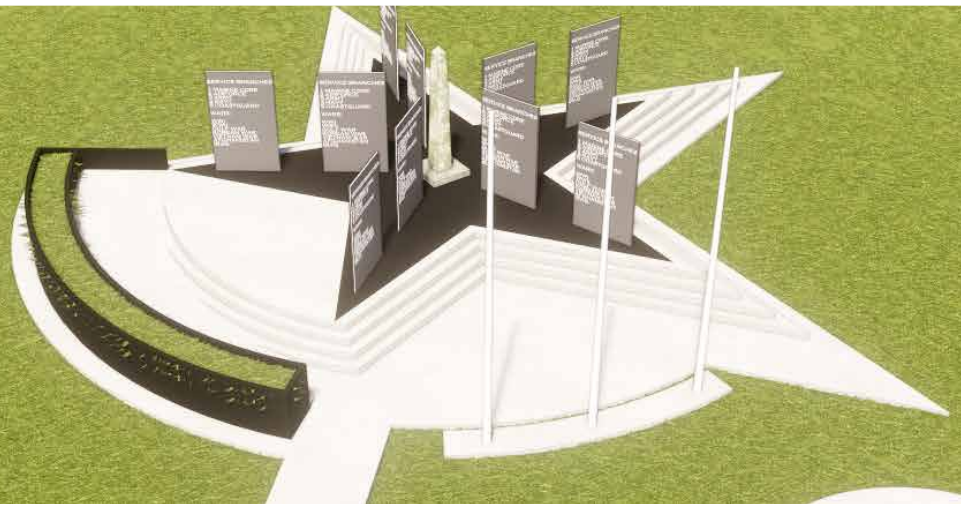
City Code Section 150.050 states that it shall be the responsibility of the Community Land and Recreation Board to act in an advisory capacity for the Parks and Recreation Department to study, investigate, counsel, develop or update annually and administer a written plan for the care, preservation, pruning, planting, replanting, removal or disposition of trees and shrubs along streets and in other public areas. The Board of Aldermen may refer issues to the Community Land and Recreation Board for further discussion.

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve a professional services agreement with SFS Architecture for the engineering design of the Veterans Memorial.

ATTACHMENTS:

1. Draft Professional Services Agreement
2. SFS Architecture Engineering Proposal



Experience with Veterans Memorials and Similar Projects

Our team has extensive experience planning and designing Veterans Memorials, parks, associated amenities and infrastructure that responds to the landscape, environmental, cultural and historical contexts presented by a project, while minimizing impact on park resources. This experience includes creating outdoor spaces that: convey a powerful sense of physical presence; are peaceful and serene; inspire reverence; and are accessible to all. In addition, we have extensive experience working on sites that are in active use and developing strategies for construction that minimize disruptions of normal services and operations. Past projects include:

- Hays Veterans Memorial Planning, Hays, KS
- Mid-County Veterans Memorial, Richmond Heights, MO
- Black Veterans Memorial Survey, Kansas City Parks and Recreation, Kansas City, MO
- Veterans Memorial at Veterans Oasis Park, Chandler, AZ
- Parkville Veterans Memorial Concept Options, Parkville, MO
- Veterans Memorial Park, Norfolk, NE
- Veteran Affairs National Cemetery, Omaha, NE
- Veterans Home World War II Resident Building, Grand Island, NE
- POW-MIA Memorial Foundation Veterans Memorial, Bismarck, ND
- Ft. Riley Veterans Cemetery, Parsons, KS
- Veterans Sports Complex, Grand Island, NE
- Veteran Housing, Carterville, MO
- Heritage Services Veterans Center, Omaha, NE
- Joshua's Story Memorial, Overland Park, KS
- 9/11 Memorial, Overland Park, KS
- Skoch Memorial Park, Seneca, KS
- Memorial Garden, Joplin, MO
- Memorial Park, Belton, MO
- Memorial Monument Concept Design, Willard, MO
- Fire and Water Memorial Fountain, Ottawa University, Ottawa, KS
- Black Archives Museum, Kansas City, MO
- Cancer Survivors Memorial Plaza Restoration, Tucson, AZ
- Apache Tribe Veterans Cemetery, San Carlos, AZ
- Kansas State University, McCain Drive Ware Memorial, Manhattan, KS
- Mendoza Memorial Park, Tucson, AZ
- Memorial Benches, Mission Hills, KS
- Rohwer Elementary Memorial Garden, Omaha, NE
- Memorial Park Pond Survey, Lincoln, NE
- Dorman Lincoln Memorial Park New Mausoleum, Lincoln, NE
- Congregation of Temple Israel Memorial Garden, Omaha, NE
- Memorial Park Compost Program, Houston, TX
- City Fountains, Roeland Park, KS
- Rose Garden, Omaha, NE
- Notre Dame Sculpture Garden, South Bend, IN
- Hopewell Culture National Historic Park Observation Area, Chillicothe, OH
- Jewel Cave National Monument Facility Improvements, Custer, SD
- Wind Cave National Park Visitor Center Improvements, Hot Springs, SD
- Charles Young Buffalo Soldiers National Monument Facility Improvements, Wilberforce, OH
- Cuyahoga Valley National Park Bridge and Parking Improvements, Brecksville, OH
- Gateway Arch National Park Stair Improvements, St. Louis, MO
- Ozark National Scenic Riverways, Alley Spring Mill Roller Mill Survey, Eminence, MO
- Tallgrass Prairie National Preserve Survey, Strong City, KS
- Badlands National Park Improvements, Interior SD
- Apostle Islands National Lakeshore Visitor Center, Ashland County, WI
- Johnson County Arts and Heritage Center, Overland Park, KS

CITY ENGINEERING AND ARCHITECTURAL PROFESSIONAL SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this **18th day of September, 2018** by and between the CITY OF PARKVILLE, MISSOURI (“City”) and **SFS ARCHITECTURE** (“Service Provider”).

WHEREAS, the City requires Engineering Services for the Veterans Memorial (“Project”); and

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

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

I. SCOPE OF SERVICES

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

II. STANDARD OF CARE

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

III. COMPENSATION

- A. As consideration for providing the Services, the City shall pay Service Provider as follows:
 - a. Services will be billed in incremental amounts upon completion of specified tasks outlined in Exhibit A.
 - b. Service Provider is not eligible for reimbursement for miscellaneous expenses including travel, transportation, postage, etc. except as provided in Exhibit A.
- B. Service Provider shall submit an itemized invoice to the City on the first day of each month that details the Services that were provided in the month immediately prior, as well as any other charges or reimbursements to which the Service Provider is entitled by this Agreement. The City agrees to pay the balance of an approved invoice, or undisputed

portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Service Provider of the nature of the dispute regarding the balance.

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

IV. SCHEDULE

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

V. LIABILITY AND INDEMNIFICATION

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

VI. INSURANCE

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

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

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

VIII. OWNERSHIP OF WORK PRODUCT

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

IX. RELATIONSHIP OF THE PARTIES

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

X. NOTICES

- A. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section:
- B. Notices sent by Service Provider shall be sent to:
 - City of Parkville
 - Attn: Public Works Director
 - 8880 Clark Ave.
 - Parkville, MO 64152
 - aabel@parkvillemo.gov
- C. Notices sent by the City shall be sent to:
 - SFS Architecture
 - Kerry K. Newman, AIA LEED AP
 - 2100 Central, Suite 31
 - Kansas City, MO 64108
 - knewman@sfsarch.com
 - T. 816-474-1397
 - F. 816-421-8024

XI. TERM AND TERMINATION

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.
- B. The term of this Agreement shall be until all Services are satisfactorily completed and accepted by the City..
- C. Notwithstanding Article XI, Paragraph B, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days written notice to the Service Provider. The City shall compensate Service Provider for the Services that have been completed to the City's satisfaction as of the date of termination at the rates set forth on Exhibit A, or if the appropriate compensation of services performed through the date of termination is not set forth on Exhibit A, on a pro-rata basis determined by the percentage of completion of services as described on Exhibit A. Service Provider shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

XII. RESOLUTION OF DISPUTES

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

Agreement or not a party to an agreement with the City, except by written consent containing a specific reference to the Agreement signed by the City and Service Provider and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

- iv. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
- v. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

XIII. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. Assignability. Service Provider shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Service Provider from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- C. Media Announcements. Service Provider shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City
- D. Compliance with Local Laws. Service provider shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- E. Equal Employment Opportunity. During the performance of this Agreement, Service Provider agrees as follows:
 - i. Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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- ii. Service Provider will, in all solicitation or advertisements for employees placed by or on behalf of Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 - iii. Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- F. Authorized Employees. Service Provider acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Service Provider therefore covenants that it will not knowingly be in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Services related to this Agreement, and that its employees can lawfully to work in the United States.
- G. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Service Provider shall take appropriate steps to assure compliance.
- H. Interest of Service Provider and Employees. Service Provider covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the scope of work associated with this Agreement or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- I. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Service Provider, and attached hereto.
- J. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- K. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- L. Third Parties. The Services to be performed by the Service Provider are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

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

CITY OF PARKVILLE, MISSOURI

By: _____

Nanette K. Johnston, Mayor

ATTEST:

Melissa McChesney, City Clerk

SFS ARCHITECTURE

Authorized Representative

EXHIBIT A

SCOPE OF WORK AND FEES

EXHIBIT B

INSURANCE REQUIREMENTS

1. The Service Provider shall secure and maintain through the duration of this Agreement insurance (on an occurrence basis unless stated below) of such types and in such amounts stated below, but in no case less than as may be necessary to protect the Service Provider and the City and agents of the City against all hazards or risks of loss as hereinafter specified. The City will only accept coverage from an insurance carrier who offers proof that it:
 - a. Is authorized to do business in the State of Missouri;
 - b. Carries a Best's policy holder rating of A-VIII or better and at least a Class X financial rating.
 - c. Is a company mutually agreed upon by the City and the Service Provider.
2. The form of such insurance, together with the underwriter thereof in each case, shall be approved by the City, but regardless of such approval it shall be the responsibility of the Service Provider to maintain adequate insurance coverage at all times. City reserves the right to review certified copies of any and all insurance policies to which this Agreement is applicable. Failure of the Service Provider to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation, including but not limited to, the indemnification obligation.
3. The cost of defense of claims shall not erode the limits of coverage furnished. (This does not apply to Professional Liability, see Article 13).
4. If Service Provider should retain consultants to perform any of its services, Service Provider shall see to it that such third party maintains such insurance and shall furnish evidence thereof to City.
5. The insurance policies shall require that City shall be given at least thirty (30) days written notice from the insurer(s) before cancellation (except for non-payment of premium, for which at least ten (10) days advance notice shall be given to City) of such insurance and shall contain an endorsement stating the insurers agreement to provide such notice, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms, such as Acord forms. A copy of the Notice of Cancellation Endorsement must be furnished to the City prior to commencement of Work. The Contractor shall notify the City of any reduction in limits of protection under any policy listed in the Certificate in excess of \$10,000.00 at least ten (10) days prior to such change, whether or not such impairment came about as a result of the Contract. If the City determines the Contractor's aggregate limits of protection has been impaired or reduced to such an extent that the City shall determine such limits inadequate for the balance of the project, the Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City. Cancellation, non-renewal or material modification of coverage of any such insurance shall be the basis for the City's exercising its right to terminate the Contract.
6. Satisfactory certificates of insurance, written on a standard AIA Document G705 or ACORD form 25-S, Accord Form 27, as applicable, shall be filed with the City prior to commencement of work. The Certificate shall specify the date when such insurance expires. A renewal certificate shall be

furnished to City prior to the expiration date of any coverage. Service Provider shall keep all insurance in force throughout performance of the Services and for three (3) years after the Project Completion Date, so long a policy is reasonably available

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

8. Service Provider shall include the Indemnitees as identified in the Agreement as additional insureds on the Commercial General Liability Insurance and the Commercial Automobile Liability Insurance policies described in Section 9. Indemnitees shall be included as additional insureds under Service Provider's furnished insurance (except Workers' Compensation Insurance and Professional Liability Insurance), for ongoing and completed operations. General Liability shall provide the additional insured status by using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/13 or other carrier form per Article 5). Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING and shall not be deemed to limit Service Provider's liability under this Agreement.

9. Service Provider agrees to procure and carry, at its sole cost, until completion of this Agreement all insurance, with identical limits of liability and scope of coverages, as set forth below:
 - 10.1 Commercial Automobile Liability Insurance. Service Provider shall maintain commercial automobile insurance, including contractual liabilities insuring the Indemnities set forth in the Agreement, subject to standard ISO CA0001 coverage terms and conditions, covering all owned, non-owned and hired automobiles used in connection with the services or other work hereunder and shall have minimum bodily injury and property damage limits of One Million Dollars \$1,000,000.00 combined single limit each accident. An MCS-90 endorsement shall be procured when applicable.

 - 10.2 Workers' Compensation and Employer's Liability Insurance. Service Provider shall maintain Worker's Compensation Insurance to cover the statutory limits of the Workers' Compensation laws of the state in which any work is to be performed and when applicable to Federal Laws, Voluntary Compensation and Employer's Liability (including occupational disease) coverage with limits not less than One Million Dollars \$1,000,000.00 per occurrence. The Service Provider shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include "all states" coverage.

 - 10.3 Commercial General Liability Insurance. Service Provider shall obtain and maintain Commercial General Liability Insurance, on an occurrence form for the hazards of (i) construction operation, (ii) subcontractors (iii) independent contractors, (iv) products and completed operations (with

completed operations to remain in force for as long as Service Provider or those included as Additional Insureds bear exposure under all applicable statutes of limitation following project completion), (v) explosion, collapse and underground, (vi) pollution liability, and (vii) contractual liability insuring the indemnities set forth in the Agreement subject to standard ISO CG0001 coverage terms and conditions. Each Project shall have minimum limits of Two Million Dollars \$2,000,000.00 per occurrence and Two Million Dollars \$2,000,000.00 products/completed operations aggregate coverage.

- 10.4 Excess Liability. Service Provider shall maintain Excess Liability coverage on an umbrella form with minimum limits of One Million Dollars \$1,000,000.00 per occurrence and Two Million Dollars \$2,000,000.00 aggregate.
11. Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers thereunder against City and all its assigns, affiliates, employees, insurers and underwriters.
12. No Limitation of Liability. The required coverages referred to and set forth herein shall in no way affect, nor are they intended as a limitation on, Service Provider's liability with respect to its performance of this Agreement.
13. Professional Liability coverage. The Service Provider shall procure and maintain Professional Liability Insurance in an aggregate amount of not less than Two Million Dollars (\$2,000,000.00), with a deductible of not more than One Hundred Thousand Dollars (\$100,000.00). Such insurance shall be issued by companies reasonably acceptable to City, and shall not be canceled, without thirty (30) days' prior written notice to the City, except for non-payment of premium, (for which at least ten (10) days advance notice shall be given to City. If any professional liability is canceled or not renewed, any substitute policy shall have a commencement date retroactive to the date upon which the Service Provider commences performance of the Services under this Agreement.
14. Service Provider shall not be permitted to commence any work on site until satisfactory copies of the Certificates evidencing insurance; Notice of Cancellation Endorsement; and Additional Insured Endorsement, have all been received and approved by City. Delay in commencement due to failure to provide such documentation shall constitute an unexcused delay.

August 2018

Activity Report

Joe Ryan

Parkville Nature Sanctuary

I was contacted by Natalie Barner of the Park Hill School District about their Intern Program for high school students. There is a student hoping to work at the Parkville Nature Sanctuary to gain hands-on experience in a career area of interest. The three of us met at PNS to discuss the program and to assess what the Sanctuary can offer. We agreed to proceed with the planned project which includes the following: Intern will work eight hours per week on a flexible schedule (typically after school, but occasional weekends/evenings are a possibility), no specific paperwork or signatures needed by the school district, PNS will obtain a Waiver of Liability from intern, contact hours will begin in mid-September and continue until mid-December in step with the semester's school calendar. I am looking forward to this opportunity to partner with the school district.

I have three potential Eagle Scout projects lining up for fall. One would extend the rock substrate on White Tail Trail, a second would provide a foot bridge over a ditch along Main Street for access into the Sullivan NS, and the third would mount three bat boxes (earlier donated by a Girl Scout troop) on poles in the PNS. Scouts are in discussions with their troops for approval.

A former Eagle Scout project is shaping up well. The 'cement pond' in the PNS was cleaned up last year by removing years of woody growth. This month, the last of the stumps and weedy vegetation was removed, and mulch delivered to cover pond borders. It has become a nursery for future Sanctuary plantings, especially for young trees to gain size before planting, and replacement stock for gardens.

Much of August's maintenance work involves watering, and the low July-August rainfall totals have stressed some of our newer plantings. Work involves twice weekly waterings of the 40 trees in the Sullivan NS, new Trailhead Garden, nursery, last year's butterfly garden, and a solo tree in our picnic area. Mowing, trash pick-up, and tree falls on trails are regular pastimes as well.

We hosted our final Volunteer Work Day on August 11. Ten people were able to weed gardens and refresh rock on portions of the White Tail Trail. Seeds from the butterfly garden were also spread to the prairie area to compliment the dominant grasses.

Preparations for Ghost Stories Night began with contacts made to high school groups for volunteer help for pumpkin carving, set-up, event help, and take down help over the last weekend in October. The August Volunteer Meeting also began making plans to divide the chores for this event and get things in motion.

I took part in two training events: the quarterly MPR Training on Safe Driving Tips at City Hall, and an on-line session on password security.

I reviewed my 2018 PNS Budget to plan changes for the 2019 version. Few adjustments were identified.

I met with Patricia Tate along with Friends of Parkville Nature Sanctuary officers Jeanne Pyland and Brent Frazee to discuss launching a FOPNS website. Mrs. Tate works pro bono with not-for-profits to set up their websites.

Volunteer Hours (PNS & FOPNS) assisting the Sanctuary in the following areas: Meet & greet weekend visitors at PNS, watering Sullivan NS trees, tending & watering nursery and gardens, and trail maintenance.

MONTH	VOLUNTEER HOURS	YTD VOLUNTEER HOURS
JANUARY	8	8
FEBRUARY	114	122
MARCH	127	249
APRIL	136	385
MAY	105	490
JUNE	150	640
JULY	65	705
AUGUST	48	753



CITY OF PARKVILLE Memorandum

Date: September 10, 2018

To: Community Land and Recreation Board Members

From: Alysen Abel, Public Works Director

CC: Anna Mitchell, Assistant to the City Administrator
Tom Barnard, Parks Superintendent

RE: August 2018 Parks Activity Report

The following Parks-related activities took place during August 2018:

- Tree Removals – The declining Boxelder tree by the tire swing was removed. The uprooting west stem of the Siberian Elm tree by the Arabia Marker was removed.
 - Weed Control – Staff eradicated the weeds along the banks of Rush Creek.
 - Parkville Athletic Complex Pond – Repaired the aerator cord. The fenceline was cleaned, sprayed, weeded and saplings removed.
 - Trail Maintenance – The trail behind the West Shelter was graded, lime screening spread and compacted. The trail along Rush Creek was repaired following the second sewer main leak behind Grigsby Field.
 - Electrical Boxes – The electricity was checked prior to the Parkville Days event. The wasp nest was removed from the pedestals and GFCI's were replaced as necessary.
 - Event Assistance – The parks staff work behind the scenes to assist with several events in the park and downtown.
 - Cruise Nights was held on Saturday, August 4th. Staff assisted with the installation and removal of traffic control signs and cones for the parking lot closures.
 - Parkville Days was held on Friday, August 17th to August 19th. Staff assisted with the installation and removal of traffic control signs and cones for the carnival set up and parking lot closures. Staff worked the day of the parade assisting with the traffic control prior to, during and after the parade.
 - Final Fridays was held on Friday, August 31st. Staff assisted with the installation and removal of traffic control signs and cones for the parking lot closures.
 - Spirit Fountain – The Spirit Fountain was drained and cleaned.
 - City Hall Landscape – The ornamental trees by the Police parking were trimmed. Staff continues to maintain the flower pots at City Hall.
 - PLP Wetland Maintenance – The wetland area was mowed the second time this year.
 - Irrigation – The irrigation system along the baselines at Grigsby Field were repaired.
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- Ballfield Maintenance –Ballfields are drug at least twice weekly.
 - Park Maintenance – Mowing, weed eradication and fertilizers is on-going throughout the City's parks. Regular trash maintenance was performed. Staff maintained the shelter and dog park areas. The dog waste bags were restocked.
 - Seasonal Employees – Two of the Parks seasonal workers went back to school in early August. There is only one Parks seasonal worker currently assisting the three full-time employees in the Parks Division.
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PUBLIC WORKS DEPARTMENT
PROJECT UPDATE
AUGUST 2018

Friends Field – The City received a grant from the Friends of Parkville Parks (FOPP) for the construction of a new practice field in Platte Landing Park. The area was identified and the City hired a design firm to prepare the plans and specifications. Due to the construction cost, this project was deferred. The current plan is to postpone this project until after the PLP Wetlands Project is completed. *STATUS – POSTPONED.*

Parks Storage Building – A storage facility is necessary for the Parks maintenance operations. The location of the building will be south of the current Parks Headquarters. The Board of Aldermen approved a construction agreement with Wick Buildings for the construction of a 36' x 64' storage building. The building was approved by the Board of Zoning Appeals for a floodplain variance with the condition that additional buoyancy calculations be submitted prior to construction. Staff is currently working with the contractor on this requirement. The changes to prevailing wage have impacted this project in a positive way. Staff is working with the contractor on a revised contract amount, without prevailing wage. *STATUS – IN PROGRESS.*

ELP Low Water Crossing – The City applied for and received funding from FEMA for their Hazard Mitigation Grant Program in October. On April 3, 2018, the Board of Aldermen approved a professional services agreement with CDM Smith for the design of the low water crossing. A kick-off meeting for the design phase was held in mid-April. At the end of May, CDM Smith submitted the 30% engineering design for the City to review. The 60% plan submittal was completed at the end of June. The final plans are currently being finalized. The construction phase is anticipated to start after Turkey Trot 2018 and be completed prior to Brewfest in April 2019. *STATUS – IN PROGRESS.*

PLP Wetlands – The City signed the Project Partnership Agreement with the US Army Corps of Engineers at the end of 2017. Affinis Corp was selected as the design engineer for the project, with assistance from Vireo. The design team completed the survey and utility investigation. They completed the 65% design submittal earlier this year. The 95% design submittal was also completed, which is currently being reviewed by City / Corps staff members. The City will contract with a third-party consultant on the property appraisal to determine the value of the land, which is the City's local match contribution to the project. Staff has reported that funding was not available due to lack of Federal Funding. *STATUS – IN PROGRESS.*

2018 Outreach Grants – Staff received notice of award for two of the three grant applications submitted to Platte County for the Outreach Grant. The two projects selected were the Small Dog Park Trail and the Playground Equipment Upgrade. The fencing for the Parks Storage Building was not approved for funding.

- Small Dog Park Trail – The trail along the perimeter of the Small Dog Park was installed in July. *STATUS – COMPLETED.*
- Playground Equipment Upgrade – Staff is working on completing the purchase order documents for the purchase of the playground equipment. It is anticipated that the equipment will be delivered and installed in September. *STATUS – IN PROGRESS.*

2017 Outreach Grants – Staff submitted the reimbursement request for the 2017 grant projects, PLP Shelter and ELP Restroom. The City received the 2017 grant reimbursement at the end of June.

Boat Ramp Security – Staff is working on an agreement with Park University to use its Wi-Fi system to support the boat ramp cameras. This project is budgeted in the 2018 Capital Improvement Program.

First Come Shelter – In May, Midwest Storm Restoration completed the roof improvements to the southern first come shelter, next to the restroom, from a brown roof to a green roof. This was a change order to MSR's contract for the ELP Restroom. The roof was installed in April. *STATUS – COMPLETED.*