



**Note: A closed executive session will be held at 6:00 p.m. to discuss matters of attorney-client privilege and matters of litigation, pursuant to RSMo 610.021(1).**

**BOARD OF ALDERMEN**  
Regular Meeting Agenda  
CITY OF PARKVILLE, MISSOURI  
Tuesday, January 7, 2014, 7:00 pm  
City Hall Boardroom

**Next numbers: Bill No. 2757 / Ord. No. 2727**

**1. CALL TO ORDER and ROLL CALL**

**2. CITIZEN INPUT**

**3. MAYOR'S REPORT**

**4. CONSENT AGENDA**

- A. Approve the minutes for the December 17, 2013 regular meeting
- B. Amend the legal services contract with Zerger & Mauer, LLP
- C. Approve the Parkville Economic Development Council investment renewal for 2014
- D. Approve the reappointment of Dale Brouk and Gary McKeever and the appointment of Joel Riggs to the Parkville Commons Community Improvement District Board of Directors through 2017
- E. Authorize the purchase of up to \$30,000 for salt & sand from Dale Brothers Inc. for 2014
- F. Change of managing officer for C-Store 2, located at 11019 NW 64<sup>th</sup> Street, for the retailer of liquor in original package with Sunday sales liquor license
- G. Receive and file staff responses to issues identified in the 2012 Audit management letter
- H. Accounts Payable

*Please Note: All matters listed under "Consent Agenda" are considered to be routine by the Board of Aldermen and will be enacted upon under one motion without discussion. Any member of the Board of Aldermen may be allowed to request an item be pulled from the Consent Agenda for consideration under the regular agenda if debate and a separate motion are desired. Any member of the Board of Aldermen may be allowed to question or comment on an item on the Consent Agenda without a separate motion under the regular agenda. Items not removed from the Consent Agenda will stand approved upon motion of any Alderman, followed by a second and a majority voice vote to "Approve the Consent Agendas as Published".*

**5. ACTION AGENDA**

- A. Authorize an agreement with Gilmore & Bell, P.C. for bond counsel services (Administration)
- B. Resolution to delegate to the City Administrator authority to file lien upon property for delinquent bills for sewer service (Administration)

**6. STAFF UPDATES ON ACTIVITIES**

- A. Police Department
  - 1. Deer Harvest Update
- B. Community Development
  - 1. Downtown Master Plan Update

- C. Public Works
  - 1. Brink Myers Retaining Wall Update

**7. CITY COMMITTEE REPORTS**

- A. Community Land & Recreation Board (Ms. Driver)
- B. Environmental (Ms. Welch)
- C. Farmers Market (Ms. Driver)
- D. Financial Reports (Mr. Werner)
- E. Nature Sanctuaries (Ms. Driver)
- F. Policy (Ms. Welch & Mr. Werner)

**8. OTHER COMMITTEE REPORTS**

- A. Friends of Parkville Animal Shelter FOPAS (Ms. Snyder)
- B. Parkville Economic Development Council (Ms. Johnston)
- C. Parkville Area Chamber of Commerce (Mr. Werner)
- D. Main Street Association (Ms. Lamer)
- E. Banneker School (Mr. Brooks)
- F. Park University (Ms. Snyder)

**9. MISCELLANEOUS ITEMS FROM THE BOARD**

**10. ADJOURN**

General Agenda Notes:

This agenda closed at noon on Thursday, January 2, 2014. With the exception of emergencies or other urgent matters, any item requested after the agenda was closed will be placed on the next board meeting agenda. Emergencies and urgent matters may be placed on an amended agenda only upon the vote of the Board of Aldermen.

**1. CALL TO ORDER**

A regular meeting of the Board of Aldermen was convened at 7:00 p.m. on Tuesday, December 17, 2013 and was called to order by Mayor Jim Brooks. City Clerk Melissa McChesney called the roll as follows:

Ward 1 Alderman Kari Lamer	- present	Ward 3 Alderman Kendall Welch	- present
Ward 1 Alderman Diane Driver	- present	Ward 3 Alderman Chris Fisher	- present
Ward 2 Alderman Jim Werner	- present	Ward 4 Alderman Marc Sportsman	- present
Ward 2 Alderman Jackie Snyder	- present	Ward 4 Alderman Nan Johnston	- present

A quorum of the Board of Aldermen was present.

The following staff was also present:

Lauren Palmer, City Administrator  
Sean Ackerson, Asst. City Administrator/Comm. Dvlpt. Director  
Kevin Chrisman, Police Chief  
Steve Chinn, Acting City Attorney

Mayor Brooks announced the Board held an executive session, pursuant to RSMo 610.021(1), and no action was taken as a result of the executive session.

**2. CITIZEN INPUT**

**A. Ken Parrish to provide an update for the Parkville Turkey Trot**

Ken Parrish thanked the city for a successful year and noted that 1,376 people participated in timed events and 700 walkers in non-timed events. He also said funds support the Nature Sanctuary and the Friends of the Parkville Animal Shelter.

**3. MAYOR'S REPORT**

**A. Appointment of Alderman Kendall Welch to serve as liaison to the Community Land & Recreation Board**

Mayor Brooks noted the appointment was mentioned at the December 3 meeting and per the Parkville Municipal Code the Board formally approves the Mayor's nominations.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN FISHER TO **APPROVE THE APPOINTMENT OF KENDALL WELCH AS LIAISON TO THE COMMUNITY LAND & RECREATION BOARD**. ALL AYE, MOTION PASSED 8-0.

**4. CONSENT AGENDA ITEMS**

**A. Approval of Minutes for the December 3, 2013 regular Board meeting**

**B. FY 2014 Supplemental Agreement with Alliance Water Resources, Inc. for management, operation, and maintenance services for the wastewater utility system**

**C. Accounts Payable**

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN FISHER TO **APPROVE THE CONSENT AGENDA AS PRESENTED**. ALL AYE, MOTION PASSED 8-0.

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**5. ACTION AGENDA**

**A. Resolution approving appointments to the Parkville Economic Development Council for 2014**

City Administrator Lauren Palmer provided an overview of the city's membership to the council, noting the by-laws designated the mayor and two representatives as non-voting members and one representative as a voting member. Alderman Johnston served previously as the voting member and Palmer recommended she and Alderman Fisher serve as the additional two non-voting appointments for 2014, in addition to the Mayor who fills has an ex-officio seat by virtue of position.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN FISHER TO **APPROVE RESOLUTION NO. 12-05-13 APPROVING THE APPOINTMENTS OF NAN JOHNSTON AS THE VOTING DIRECTOR AND ALDERMAN CHRIS FISHER AND CITY ADMINISTRATOR LAUREN PALMER AS EX-OFFICIO NON-VOTING DIRECTORS OF THE PARKVILLE ECONOMIC DEVELOPMENT COUNCIL FOR THE 2014 CALENDAR YEAR. ALL AYE, MOTION PASSED 8-0.**

**B. Ordinance repealing and replacing Parkville Municipal Code Section 100.130, Wards**

Assistant City Administrator/Community Development Director Sean Ackerson stated the current Parkville Municipal Code regarding wards contained an out-dated ward map and street listing. He proposed replacing the existing text to incorporate the ward map and street listing by reference which would reduce the need to continually repeal the code. Ackerson stated the City Clerk would be responsible for assigning new addresses to a ward and would maintain the ward map. He also said staff evaluated the wards following the 2010 Census and at that time concluded redistricting was not needed. However, staff strived for a ten percent maximum deviation between the wards and believed the current population exceeded the maximum deviation goal per ward. Ackerson said the Missouri Municipal League recommended hiring a consultant to be a neutral group if the City decided to redistrict.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN FISHER THAT BILL 2755, **AN ORDINANCE REPEALING AND REPLACING PARKVILLE MUNICIPAL CODE TITLE I, CHAPTER 100, SECTION 100.130, WARDS**, BE APPROVED FOR FIRST READING. ALL AYE, MOTION CARRIED 8-0.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN FISHER THAT BILL 2755 BE APPROVED ON FIRST READING AND PASSED TO SECOND READING BY TITLE ONLY. ALL AYE, MOTION CARRIED 8-0.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN FISHER THAT BILL 2755 BE APPROVED ON SECOND READING TO BECOME ORDINANCE 2725. ALL AYES BY ROLL CALL VOTE. AYES: JOHNSTON, WELCH, WERNER, DRIVER, LAMER, SNYDER, FISHER, AND SPORTSMAN. MOTION PASSED 8-0.

*Bill No. 2755 was posted on December 12, 2013.*

**C. Ordinance for the Replat of Lots 6 through 9 and Part of Lot 10, Block 30 – Case PZ13-21; applicant, Ryan O’Laughlin**

Assistant City Administrator/Community Development Director Sean Ackerson stated the request was to divide one lot into two lots for the existing structure and a new structure on property located north of the intersection of Park University and Seventh Street. At their December 10<sup>th</sup>

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meeting, the Planning Commission approved the request with conditions by a vote of 6 to 0. Conditions included conversion of the existing residential structure to a single-family use, removal of the existing garage and payment of a \$155.40 parkland dedication fee, all prior to recording the plat or issuance of a building permit for new construction.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN FISHER THAT BILL 2756, AN **ORDINANCE APPROVING THE REPLAT OF LOTS 6 THROUGH 9 AND PART OF LOT 10, BLOCK 30, CITY OF PARKVILLE**, BE APPROVED FOR FIRST READING. ALL AYE, MOTION CARRIED 8-0.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN FISHER THAT BILL 2756 BE APPROVED ON FIRST READING AND PASSED TO SECOND READING BY TITLE ONLY. ALL AYE, MOTION CARRIED 8-0.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN FISHER THAT BILL 2756 BE APPROVED ON SECOND READING TO BECOME ORDINANCE 2726. ALL AYES BY ROLL CALL VOTE. AYES: JOHNSTON, WELCH, WERNER, DRIVER, LAMER, SNYDER, FISHER, AND SPORTSMAN; MOTION PASSED 8-0.

*Bill No. 2756 was posted on December 12, 2013.*

**D. Acceptance of the Downtown Master Plan Final Report**

Assistant City Administrator/Community Development Director Sean Ackerson stated the request was to accept the Downtown Master Plan as a complete document in order to close out the contract and grant requirements. The Planning Commission accepted the plan on December 10 subject to revisions regarding quiet zones and subsequent work, with the intent to hold public hearings in January to consider final adoption. Ackerson noted the next step was to go back to the Planning Commission with a recommendation for adoption. Further discussion focused on how the plan would be used by developers in the future, the purpose of the plan as a policy document or guide, future meetings with other entities, and whether to accept the document or to acknowledge receipt of the document. Ackerson added zoning updates were included in the 2014 budget and staff would like buy-in from the Board before proceeding with the updates.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN FISHER TO **ACKNOWLEDGE RECEIPT OF THE PARKVILLE DOWNTOWN MASTER PLAN, AS RECOMMENDED BY THE PLANNING COMMISSION ON DECEMBER 10, 2013**. ALL AYE, MOTION PASSED 8-0.

**6. STAFF UPDATES ON ACTIVITIES**

**A. Police Department**

Police Chief Kevin Chrisman provided an update on deer harvest counts, crime statistics and the Shop with a Cop event held on December 15. He thanked the Board, volunteers and those who donated money. He also reminded citizens about the ordinance for New Year's Eve fireworks.

**7. CITY COMMITTEE REPORTS**

**Financial Reports Month Ending November 30, 2013 – Alderman Werner**

Alderman Werner provided an overview of the financial report, noting that the General Fund was in good shape.

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IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN FISHER TO **ACCEPT THE FINANCIAL REPORT FOR THE MONTH ENDING NOVEMBER 30, 2013**. ALL AYE, MOTION PASSED 8-0.

**8. OTHER ORGANIZATION REPORTS**

**9. MISCELLANEOUS ITEMS FROM THE BOARD**

**10. ADJOURN**

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN FISHER TO **ADJOURN THE DECEMBER 17, 2013 REGULAR BOARD MEETING AT 8:07 P.M.** ALL AYE, MOTION PASSED 8-0.

The minutes for Tuesday, December 17, 2013, having been read and considered by the Board of Aldermen, and having been found to be correct as written, were approved on this the seventh day of January 2014.

Submitted by:

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City Clerk Melissa McChesney  
12/23/2013

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## **CITY OF PARKVILLE**

### **Policy Report**

Date: Monday, December 30, 2013

Prepared By:  
Lauren Palmer  
City Administrator

Reviewed By:  
Sean Ackerson  
Community Dvlpt Director/Assistant City  
Administrator

#### ISSUE:

Authorize an extension with Zerger & Mauer, LLP for legal defense for *Agnes J. Otjen v. City of Parkville, Missouri*

#### BACKGROUND:

On June 4, 2013, a lawsuit was filed in the Circuit Court of Platte County, MO to set aside special assessments for two parcels (Otjen property) located in the Brush Creek Drainage Neighborhood Improvement District (NID). On August 6, 2013, the Board of Aldermen authorized a contract with Zerger & Mauer, LLP to provide litigation defense services for the lawsuit. The contract was capped at a maximum not to exceed amount of \$30,000 without prior approval from the City.

Zerger & Mauer is very close to billing for the full \$30,000 amount that was authorized by the original contract. The firm has made efficient use of resources and affordably completed many tasks within the allotted amount, including filing the motion for summary judgment and responding to discovery. The firm has submitted a request (see attached letter) to extend the authorized contract amount by another \$20,000. This amount should be sufficient to argue the motion for summary judgment and participate in mediation (if needed). Additional resources will likely be required if the case goes to trial.

#### BUDGET IMPACT:

Adequate funds for the \$20,000 extension are available in the Administration Division of the General Fund (Litigation - 10-501.08-01-01).

#### ALTERNATIVES:

1. Approve the extension request from Zerger & Mauer.
2. Approve the extension subject to changes suggested by the Board of Aldermen.
3. Reject the extension and provide further direction to City Administration.
4. Table the item.

#### STAFF RECOMMENDATION:

Amend the legal services contract with Zerger & Mauer, LLP, dated August 7, 2013, to authorize an additional \$20,000 for legal services related to the Otjen lawsuit defense.

#### FINANCE COMMITTEE RECOMMENDATION:

On December 30, 2013, by a vote of 4-0, the Finance Committee authorized an additional \$20,000 for legal services related to the Otjen lawsuit defense.

#### POLICY:

The Purchasing Policy (Resolution #02-01-13) requires the Board of Aldermen to approve or reject purchases in excess of \$10,000 following recommendation of the Finance Committee.

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**SUGGESTED MOTION:**

I move to amend the legal services contract with Zerger & Mauer, LLP to authorize additional legal defense services of \$20,000 for a maximum not to exceed total of \$50,000.

**ATTACHMENTS:**

1. Request for Extension
  2. Engagement Letter
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Heather S. Esau Zerger  
hezgerger@zergermauer.com

December 16, 2013

**VIA E-MAIL**

Lauren Palmer  
City of Parkville  
8880 Clark Avenue  
Parkville, Missouri 64152

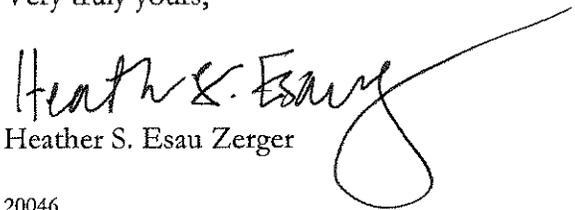
Re: Otjen v. City of Parkville

Dear Lauren:

As we discussed on the phone, Zerger & Mauer has nearly exceeded the \$30,000 limit set forth in our engagement letter with the City of Parkville in defense of the Otjen litigation. We are requesting authorization from the City for additional funds in order to continue the defense of this matter. As you know, to date we have prepared and filed the answer to Ms. Otjen's petition, attended several hearings and Board meetings, filed the motion for summary judgment and responded to discovery. We will need to complete the production of documents responsive to Ms. Otjen's requests, complete the summary judgment reply brief, argue the motion for summary judgment and potentially attend a mediation. We anticipate \$20,000 will be adequate to cover these remaining aspects of the case. If the case is not resolved at mediation and if issues remain for trial after the summary judgment process, additional funds will be required for the bench trial of this matter.

Please let me know if you have questions or if I can provide further information. We appreciate the opportunity to work with you all and look forward to bringing this matter to a satisfactory conclusion for the City.

Very truly yours,

  
Heather S. Esau Zerger

20046



August 6, 2013

**CONFIDENTIAL**

**VIA E-MAIL and U.S. MAIL**

Lauren Palmer  
City Administrator  
City of Parkville  
8880 Clark Avenue  
Parkville, Missouri 64152

Re: Engagement of Zerger & Mauer LLP -- Revised

Dear Ms. Palmer:

We are pleased that you have chosen to engage Zerger & Mauer LLP to provide legal services to the City of Parkville in connection with litigation brought by the Otjen Trust related to the Brush Creek NID and such future matters that we mutually agree to undertake. Consistent with our practice, this letter and the attached Engagement Terms and Billing Practices (the "Terms") set forth the terms of our engagement. The Terms is important and is provided to our clients so that they understand in advance how various issues will be handled.

Our fees for legal services typically are based on the time we spend on the engagement. In the event the nature of the services requested justifies a departure from that approach, we welcome the opportunity to discuss alternative arrangements, including flat fee or contingency arrangements. We separately charge for expenses and other charges incurred in connection with rendering our services, all as described in the Terms.

Our billing statements are normally rendered on a monthly basis and are due and payable upon receipt. We recognize that because of the nature of your accounts payable cycle, it may take up to 60 days for the City to make payment on our invoices. We endeavor to include expenses and other charges in the statement for the month in which they are incurred. On occasion, however, accounting for certain expenses and charges may be delayed, in which case late-posted items will be billed on the next regular statement.

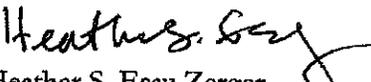
Our representation is conditioned upon receipt of the signed copy of this letter from you confirming your understanding and approval of these terms of our engagement.

Our attorney-client relationship is one of mutual trust and confidence. We do our best to see to it that our clients are satisfied not only with our services but also with the fees charged for those

services. Whenever you have any questions or comments regarding our services or fees, you should contact me or any other attorney in Zerger & Mauer with whom you are working. We also encourage you to inquire about any matters relating to our fee arrangements or monthly statements that are in any way unclear.

We appreciate the confidence you have placed in us and look forward to working with you. If this letter and the Terms correctly set forth our mutual understanding, please sign and date the enclosed copy of this letter and return it to us with the attached Terms.

Very truly yours,

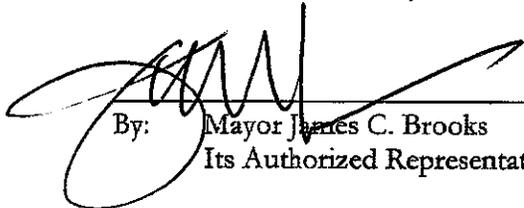
  
Heather S. Esau Zerger

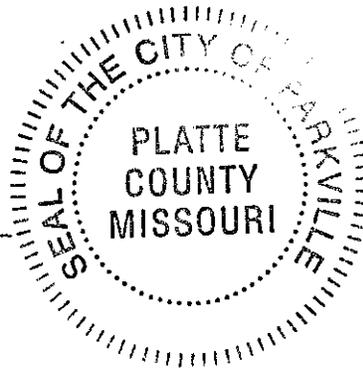
**THIS CONTRACT CONTAINS A BINDING  
ARBITRATION PROVISION WHICH MAY  
BE ENFORCED BY THE PARTIES.**

THESE TERMS INCLUDING THE ATTACHED  
ENGAGEMENT TERMS AND BILLING PRACTICES  
ARE APPROVED.

DATED: 8-7-13

CITY OF PARKVILLE, MISSOURI

  
By: Mayor James C. Brooks  
Its Authorized Representative



## ENGAGEMENT TERMS AND BILLING PRACTICES

Fees. Our general policy is to calculate fees for legal services on the basis of a rate for each lawyer and legal assistant engaged in providing such services, multiplied by the number of hours (or fractions thereof, in increments of one-fourth of one hour) devoted to the rendering of such services by each such lawyer or legal assistant.

In serving the client we attempt to utilize those lawyers and legal assistants having the lowest hourly billing rates commensurate with the legal knowledge and level of experience required in order to achieve the client's objective. The selection of those lawyers and legal assistants who will render services will be made by the lawyer having overall supervisory responsibility for each engagement, taking into consideration the nature of the engagement, the degree of legal experience and knowledge required in order to achieve the client's objective, the availability of lawyers and legal assistants to work on the engagement and their hourly billing rates.

A rate is determined for each of our lawyers and legal assistants on the basis of that person's seniority and experience or area of practice. The hourly billing rates may be adjusted periodically. The rate for our professionals likely to be involved in rendering services in connection with this matter are as follows: Steven E. Mauer/\$300.00; Heather S. Esau Zerger/\$300.00; Melody L. Rayl/\$250.00; Jessica B. James/\$175.00; Liz Crotty/\$160.00. We also agree that we will not exceed total billings in this matter of \$30,000.00 without express permission from you before doing so.

Deposits. We are not requesting a deposit at this time.

Any deposits that we receive from you will be placed in our client trust account on your behalf and are refundable to the extent not subject to disbursement. In light of the amount of the deposit we have requested in this case, we expect that it will be placed by us in our unsegregated trust account. Interest earned on that account, pursuant to applicable court rule, is paid to the Missouri Bar Foundation, Inc. to be used for providing civil legal assistance to low-income individuals, improving the administration of justice and promoting such other programs for the benefit of the public approved by the Supreme Court.

Deposits are received with the understanding that we are expressly authorized to withdraw from the trust account the sums necessary to pay for services as they are performed and expenses as they are incurred. You will be notified in writing of the amounts applied or withdrawn, and you will also be provided with a statement explaining the services rendered and costs incurred. If the charges for services and costs exceed the balance on deposit, the statement will show the excess due and payable. We may also request additional deposits to cover further services and costs, if circumstances warrant. When our services are completed, you will receive a final invoice. Any remaining balance after payment of our final invoice will be returned to you.

Representation in Other Matters. Zerger & Mauer represents many other companies and individuals. To avoid any misunderstanding in connection with our current (and any future) engagement for you, we confirm that we have not been asked to act as counsel for any subsidiary, parent, affiliated entity or individual as a result of our acting as counsel to you. Any such relationship, if undertaken by us with any such other entity or individual, must be separately entered into.

It is possible that some of our present or future clients will have disputes with the City of Parkville during the time that we are representing you. Therefore, as a condition to our undertaking this engagement, you have agreed that Zerger & Mauer may continue to represent or may undertake in the future to represent other existing or new clients in any non-litigation matter on a position, other than a matter in which we represent you with respect to that position, that is adverse to you or in which your interests may be adversely affected. We agree, however, that your prospective consent to conflicting representation contained in the preceding

sentence shall not apply in the following instances: (i) matters involving litigation against the City of Parkville; (ii) in any instance where as the result of our representation of you we have obtained sensitive, proprietary or other confidential information of a non-public nature that, if known to any such other client of ours, could be used in any such other matter by such client to the disadvantage of the City of Parkville; and (iii) in any matters substantially related to our representation of you in the litigation filed by the Otjen Trust involving the Brush Creek NID.

Litigation and Dispute Resolution Matters. The outcome, cost and the course of most litigation matters cannot be predicted. Should you ever have questions or concerns, we encourage you to contact us. Your timely and full cooperation and assistance will play a critical role in our efforts. You always retain the right to determine whether a compromise should be pursued and accepted, or, alternatively, whether the matter should be pursued to an adjudication on the merits at trial and thereafter to an appeal. While we cannot assure you that there will not be an adverse outcome, our efforts always are directed toward obtaining the most satisfactory resolution of this matter for you that is possible.

Termination of Engagement. You may terminate our engagement with or without cause at any time on written notice to us. Termination of our services will not affect your responsibility to pay for legal services rendered and all expenses and other charges incurred up to the date when we receive notice of termination, and for any further work required of us in order to facilitate an orderly turnover of matters in process at the time of termination.

We may terminate our engagement for any of the reasons permitted under the Missouri Rules of Professional Conduct, including your failure to promptly pay our bills, misrepresentation of (or failure to disclose) any material facts, action taken contrary to our advice, or any other conduct or situation that in our judgment impairs an effective attorney-client relationship between us or presents conflicts with our professional responsibilities. This letter constitutes reasonable warning that we will withdraw from representing you in this matter if you fail substantially to fulfill an obligation to us regarding our services. Other grounds for terminating our representation are set forth in Rule 1.16 of the Missouri Rules of Professional Conduct, a copy of which we will provide you on request. We may request a stipulation executed by you allowing us to withdraw as your attorney in any judicial, arbitration or similar proceedings.

Our attorney-client relationship will also terminate when a matter for which Zerger & Mauer was hired has been completed, whether or not our bill to you for services has been rendered or paid. Upon termination of our relationship, Zerger & Mauer has no duty to accept new engagements or to continue representation in any matters unless mutually agreed in writing.

Future Representation. In the event our engagement necessitates that we prepare an agreement which provides for ongoing rights and obligations on your part, a dispute concerning the interpretation or enforceability of that agreement may subsequently arise after our engagement has been terminated. In the absence of our express written agreement, you may not assume that Zerger & Mauer will continue to be free to represent you in a future dispute concerning such agreement.

Retention of Files. Generally, we keep each client's legal files for ten years after we close the file. After ten years, we destroy those files unless the client tells us otherwise. If you want us to keep your files for a longer period of time, please tell us.

Arbitration of Dispute. Should any dispute arise concerning the fees charged by Zerger & Mauer for services provided to you by us, the dispute will be settled by arbitration. The arbitration shall be heard in the City of Kansas City pursuant to the Commercial Arbitration Rules of the American Arbitration Association by a panel of three neutral arbitrators. The award of the arbitrators must be by a majority vote. Each party shall bear its own costs of the arbitration and shall pay one-half of the costs of the proceeding unless otherwise

allocated by the arbitration award. Each party shall be free to enforce any award of arbitration in a court of law.

**Charges.** Our statements to our clients are normally rendered on a monthly basis, and ordinarily include certain charges other than fees for legal services. These charges may include third-party expenses (such as filing fees, court reports and travel) and internal expenses. Clients may be asked to pay larger third-party invoices directly. Other third-party expenses will be added to our bills with no markup. Zerger & Mauer has elected to charge for certain support activities on the basis of each client's individual use instead of covering them in its hourly rates for fee earners. The internal charges will be billed in the following way:

**Facsimile:** Clients are charged \$1.00 per page plus the telephone expense for outgoing faxes. There is no charge for incoming faxes.

**Mail:** Clients are charged the actual cost of postage, express mail and bulk mailings, as well as air express couriers. However, there is no charge for invoices sent to the client by regular mail.

**Messengers:** Clients are charged the actual costs of outside messenger service. In some instances, Zerger & Mauer personnel may be used in lieu of an outside messenger service to reduce delivery time. In those cases, delivery charges are competitive with those of the outside messenger.

**Overtime:** Staff overtime is charged only when required by the time constraints of the specific project. We will seek approval from you before charging you for staff overtime.

**Reproduction Costs:**

**Copies** – Zerger & Mauer charges \$.20 per page for regular copies, \$.75 per page for color copies. Copying by outside vendors when required by size or time constraints of the specific project is charged at actual cost.

**Computer Research:** Zerger & Mauer uses Westlaw computer-assisted research. Zerger & Mauer charges its actual cost in conducting any computer-assisted research, without markup.

**Applicable Law.** Our attorney-client relationship will be governed by Missouri law, including the Missouri Rules of Professional Conduct.

**CITY OF PARKVILLE**  
**Policy Report**

Date: December 27, 2013

Prepared By:  
Lauren Palmer  
City Administrator

Reviewed By:  
Melissa McChesney  
City Clerk

ISSUE:

Approve 2014 Parkville Economic Development Council (PEDC) Investment Renewal

BACKGROUND:

In 2011, the City made an initial three-year commitment for an annual \$20,000 investment toward the start-up of the Parkville Economic Development Council (PEDC). PEDC had a successful beginning and currently has approximately 30 investors. The organization recently hired a new executive director with considerable prior experience in economic development in the Kansas City region. The PEDC is re-organizing its committee structure for next year to focus on significant community needs, including infrastructure financing and development at the intersection of Interstate 435 and Highway 45. The EDC has submitted a letter and invoice with a request for the City to renew its \$20,000 investment for 2014.

BUDGET IMPACT:

Funds for this purpose are budgeted in the Administration Division (501) of the General Fund (10) under Professional Services.

ALTERNATIVES:

1. Approve 2014 investor renewal.
2. Do not approve the renewal and provide further direction to City Administration.
3. Table the item.

STAFF RECOMMENDATION:

Staff recommends that the Board of Aldermen approve the 2014 investment renewal for the PEDC.

POLICY:

The Purchasing Policy (Resolution No. 02-01-13) requires Board approval for all purchases above \$10,000. A recommendation from the Finance Committee is not required for a previously approved service contract.

SUGGESTED MOTION:

I move to approve the 2014 Parkville Economic Development Council investment renewal in the amount of \$20,000.

ATTACHMENT:

1. Invoice



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Economic Development Council

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Dear Nan,

Historians often cite "barn raising," the willingness of friends and neighbors to pitch in and help each other, as a prime reason for the growth and development of communities across the Midwest. And, the success of Parkville follows a similar pattern.

The establishment of the Parkville Economic Development Council in 2011 reflected the willingness of the business community, elected officials, educators and others committed to Parkville's future to come together with a shared vision and purpose.

Many of us made an initial three-year commitment to this organization. As we look to Year 4, we can anticipate even greater opportunities ahead. In 2014, we will collectively witness dirt turning to make way for new brick and mortar businesses as well as new start-ups forming from within our creative community.

I'm writing today both to secure your membership investment in 2014 (see attached invoice) as well as your pledge to "barn raise" for the next three years (see attached form). Together, we'll help make our community an even greater place to live, work, play and learn.

Sincerely,

A handwritten signature in black ink that reads "Erik Bergrud". The signature is fluid and cursive, with a large loop at the end.

Erik Bergrud  
Associate Vice President of Constituent Engagement  
Park University

2012-2013 Chair, Parkville Economic Development Council



INVOICE

December 19, 2013

Nan Johnston  
City of Parkville  
8880 Clark Ave.  
Parkville, MO 64152

2014 EDC Investment Renewal	\$20,000
<b>Total</b>	<b>\$20,000</b>

**Please remit payment by January 31, 2014:**

Parkville Economic Development Council  
8880 Clark Ave., Suite 218  
Parkville, MO 64152

If you would like to pay with a credit card there will be a 3% processing fee.

## **CITY OF PARKVILLE**

### **Policy Report**

Date: December 20, 2013

Prepared By:

Melissa McChesney  
City Clerk

Reviewed By:

Lauren Palmer  
City Administrator

ISSUE:

Resolution to approve appointments to the Parkville Commons Community Improvement District Board of Directors through 2017.

BACKGROUND:

A petition to establish the Parkville Commons (PC-I) Community Improvement District was approved on June 5, 2007, that includes requirements for membership of the Board of Directors, names of the six original members to serve as the directors, and explains how appointments are to be made. Nick Bloch, chair of the Board of Directors, submitted a slate of recommendations for the Mayor and Board of Aldermen's consideration to the City Clerk on December 17. The Board of Directors recommended reappointing Dale Brouk and Gary McKeever, who have both served since the creation of the district, and appointing Joel Riggs to replace Jed Harrison as an operator representative. All terms will be for four years and will expire at the end of 2017.

BUDGET IMPACT:

There is no impact to the budget.

ALTERNATIVES:

1. Approve the appointments through 2017.
2. Do not approve the appointments through 2017.
3. Reject the slate submitted and request in writing with written reasons for rejection of the slate and submit an alternate slate.

STAFF RECOMMENDATION:

Approve Resolution No. 01-01-14 to approve the reappointments of Dale Brouk and Gary McKeever and the appointment of Joel Riggs to the Parkville Commons CID Board of Directors through the end of 2017.

POLICY:

According to Ordinance No. 2345, the board of directors shall be appointed by the Mayor with consent of the Board of Aldermen by resolution according to a slate submitted to the City Clerk by the Board of Directors.

SUGGESTED MOTION:

I move to approve Resolution No. 01-01-014 approving the reappointments of Dale Brouk and Gary McKeever and the appointment of Joel Riggs to the Parkville Commons Community Improvement District Board of Directors through December 31, 2017.

ATTACHMENT:

1. Resolution No. 01-01-14
2. Recommendation Letter from Board of Directors
3. Section 6 of Ordinance No. 2345, Board of Directors



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

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***CITY OF PARKVILLE, MO.  
RESOLUTION # 01-01-14***

**A RESOLUTION NAMING APPOINTMENTS TO THE PARKVILLE COMMONS COMMUNITY IMPROVEMENT DISTRICT BOARD OF DIRECTORS.**

WHEREAS, Ordinance No. 2345 states that the District will be governed by a Board of Directors consisting of six directors who shall be either an owner of real property within the District or a legally authorized representative of the real property owner so long as there are less than five owners within the District, an owner of a business operating within the District, or a registered voter residing within the District; and

WHEREAS, Ordinance No. 2345 states that three appointees shall serve as owner representatives and three shall serve as operator representatives; and

WHEREAS, members of the Parkville Commons Community Improvement District Board of Directors serve for a term of four years beginning January 1 and ending December 31; and

WHEREAS, Ordinance No. 2345 states members shall be appointed by the Mayor with consent of the Board of Aldermen by resolution according to a slate of nominees from the Board of Directors submitted to the City Clerk; and

WHEREAS, the City Clerk received a slate of nominees from the Board of Directors on December 17, 2013; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN FOR THE CITY OF PARKVILLE AS FOLLOWS:

Section 1. The City of Parkville hereby names Dale Brouk as an owner representative to the Parkville Commons Community Improvement District Board of Directors through 2017.

Section 2. The City of Parkville hereby names Gary McKeever and Joel Riggs as owner operator representatives to the Parkville Commons Community Improvement District Board of Directors through 2017.

IN TESTIMONY WHEREOF, I have hereunto set my hand, in the City of Parkville this 7<sup>th</sup> day of January 2014.

---

Mayor James C. Brooks

ATTESTED:

---

City Clerk Melissa McChesney

# PC-I COMMUNITY IMPROVEMENT DISTRICT

6325 Lewis Street Suite #112  
Parkville, MO 64152

## Memo

To: Melissa McChesney  
From: Tony Borchers  
Date: December 17, 2013  
Re: Reappointment of Directors

---

The Board of Directors of the PC-1 CID is submitting names to the City for reappointment of two Directors, whose terms are soon to expire, to new four year terms and replace one Director whose term is soon to expire. The two Directors to be reappointed are Dale Brouk and Gary McKeever. We intend for Jed Harrison to be replaced by Joel Riggs and appoint Mr. Riggs as a four year Director.

Joel Riggs is the Director of Real Estate Development for Super Market Developer's Inc. (SMD), an affiliate of AWG. SMD is the real estate development entity and Joel holds the same position that was held by Jed Harrison, who is no longer with the company. He is a certified P.E. and responsible for real estate interests affecting AWG.

Should you have any questions or need additional information, please feel free to contact me at 816-777-2277 ext. 505.

## Ordinance No. 2345 – Section 6

### 6. Board of Directors.

- a. Number and Qualifications.** The District will be governed by a Board of Directors (the "Board") consisting of six (6) Directors. Each Director shall meet the following requirements: (i) be at least eighteen (18) years of age; and (ii) be and must declare to be either an owner of real property within the District or a legally authorized representative of the real property owner so long as there are less than five (5) owners within the District ("Owner"), an owner of a business ("Operator") operating within the District, or a registered voter residing within the District ("Resident"), as provided in the Act.
- b. Initial Directors.** The initial Directors to serve on the Board, their respective terms and classification as Owner, Owner Representative, Operator, Operator Representative or Resident shall be:

### 7. Term.

<u>NAME</u>	<u>TYPE</u>	<u>TERM</u>
James S. Allen, Jr.	Owner Rep	4 years
Tony Borchers	Owner Rep.	4 years
Dale Brouk	Owner Rep.	2 years
Alan McKeever	Operator Rep.	4 years
Gary McKeever	Operator Rep.	2 years
Jed Harrison	Operator Rep.	2 years

In order to ensure a fair representation of the District, and in addition to the qualifications described above, the Board representation shall meet the following requirements: (i) three of the Directors shall be an Owner or Owner Representative (each, an "Owner Representative"), and (ii) three of the Directors shall be an Operator or an Operator Representative (each, an "Operator Representative").

The Initial Directors named above shall serve for the terms set out opposite their names or until their successor is appointed in accordance with this Petition and their successors shall serve for four-year terms or until a successor is appointed in accordance with this Petition.

In the event for any reason a Director is not able to serve his or her full term ("Exiting Director"), any vacancy to the Board shall be filled by appointment of a Director ("Interim Director") in the following manner: (i) for any such vacancy caused by an exiting Director that is an Operator Representative, the Interim Director shall be selected by the remaining Directors that are Operator Representatives, and (ii) for any such vacancy caused by an Exiting Director that is an Owner Representative, the Interim Director shall be selected by the remaining Directors that are Owner Representatives. In the event all Owner Representative Directors or Operator Representative Directors exit or are otherwise unable to serve, the Owner shall appoint replacement Owner Representative Directors and the Operator shall appoint replacement Operator Representative Directors. Any Interim Director shall be of the same type as the Exiting Director, unless otherwise stated in the Bylaws adopted by the Board upon formation of the District, as the same may be amended from time to time.

### 8. Successor Directors.

Successor Directors, whether to serve a new term or to fill a vacancy on the Board, shall be appointed by the Mayor of the City with the consent of the Board of Aldermen by resolution according to a slate submitted to the City Clerk by the Board. Upon receipt of such slate from the Board, the City Clerk shall immediately deliver the slate to the Mayor and the Board of Aldermen. Not later than 30 days following the date the slate is submitted to the City Clerk:

## **Ordinance No. 2345 – Section 6**

- a) the Mayor shall appoint the successor Directors according to the slate submitted and the Board of Aldermen shall consent by resolution to the appointment; or
- b) the Mayor or the Board of Aldermen may reject the slate submitted and request in writing with written reasons for rejection of the slate that the Board submit an alternate slate. If no action is completed within the 30- day period, the successor Directors shall be deemed to have been appointed by the Mayor with the consent of the Board of Aldermen according to the slate submitted as of the expiration of the 30-day period.

If an alternate slate is requested, the Board shall within 10 days following receipt of the written request submit an alternate slate to the City Clerk. The City Clerk shall immediately deliver the alternate slate to the Mayor and the Board of Aldermen. Not later than 15 days following the date the alternate slate is submitted to the City Clerk:

- a) the Mayor shall appoint the successor Directors according to the alternate slate submitted and the Board of Aldermen shall consent by resolution to the appointment; or
- b) the Mayor or the Board of Aldermen may reject the alternate slate submitted and request in writing with written reasons for rejection of the alternate slate that the Board submit another alternate slate. If no action is completed within the 15-day period, the successor Directors shall be deemed to have been appointed by the Mayor with the consent of the Board of Aldermen according to the alternate slate submitted as of the expiration of the 15-day period.

The procedure described above shall continue until the successor Directors are appointed or deemed to be appointed by the Mayor with the consent of the Board of Aldermen; provided, however, the time period for action by the Mayor and the Board of Aldermen following the submission of each alternate slate shall be reduced to 10 days.

**CITY OF PARKVILLE**  
**Policy Report**

Date: December 30, 2013

Prepared By:  
Kirk Rome P.E.  
Public Works Director

Reviewed By:  
Lauren Palmer  
City Administrator

ISSUE:

Request for authorization to purchase up to \$30,000 worth of salt and sand from Dale Brothers Inc. in 2014.

BACKGROUND:

City crews use hundreds of tons of mixed salt and sand during winter snow and ice clearing operations. The salt storage building holds approximately 550 tons of material and was full at the beginning of the 2013 winter season. Staff has used about 250 tons of salt and sand mixture so far this winter (between 30 and 100 tons per storm event). It will be necessary to re-supply the salt storage facility throughout the remainder of the season. Rather than making multiple requests for purchase authorizations, staff requests authority to spend up to the budgeted amount as-needed.

In October 2013, staff accepted quotes from three suppliers and locked in the low rate with Dale Brothers, Inc., as follows:

<u>Company</u>	<u>50/50 Salt/Sand per Ton</u>	<u>100% Salt per Ton</u>
Kaw Valley (Kansas City, KS)	\$55.00	\$90.00
Holiday Sand (Riverside, MO)	\$49.45	\$73.00
Dale Brothers Inc. (Shawnee, KS)	\$49.25	\$64.60

Staff will conduct another competitive process in the fall of 2014 to confirm or update prices before any major purchases to restock supply for the 2015 season. Any salt and sand purchased but not used will be used next year.

BUDGET IMPACT:

The City budgeted \$30,000 in 2014 in the Transportation Fund (40) - Line item 520-07-20-00, for the purchase of salt and sand for emergency snow removal.

ALTERNATIVES:

1. Approve the purchase of up to \$30,000 worth of salt and sand in 2014.
2. Do not approve the purchase.
3. Table the item and provide further direction to City Administration.

STAFF RECOMMENDATION:

Staff recommends authorizing the purchase of up to \$30,000 of salt and sand.

FINANCE COMMITTEE:

The Finance Committee recommended approval of this purchase 4-0 at the December 30<sup>th</sup> meeting.

SUGGESTED MOTION:

I move to approve the purchase of up to \$30,000 worth of salt and sand in 2014 from Dale Brothers Inc.

Note to the Board: This request from C-Store 2 located at 11019 NW 64th Street is for a change in managing officer for their retailer of intoxicating liquor in original package with Sunday sales liquor license. The applicant provided the City with all necessary documentation, passed all required inspections, including a background check for the managing officer to allow this application to proceed to the Board.



**RE: C-Store Operations, LLC**  
C-Store 2  
11019 NW 64<sup>th</sup> St  
Parkville, MO 65152

**December 19, 2013**

**RE: Change of Managing Officer - Liquor License**

Attn: Parkville City Clerk's Office,

We currently hold a "Retailer of intoxicating liquor in original package with Sunday sales" Liquor License with the city of Parkville. We would like to change the Managing Officer of this license to Lana Harrell please.

The license is under the name "C-Store Operations, LLC d/b/a C-Store 2" and the current managing officer is Terri Wheeler.

Enclosed please find an application for the above change of Managing Officer to the current license.

Can you please send a letter of approval so that we may apply with the state for their licensing?

Thank you in advance for your attention.

Best Regards,

Hanif Lakhani  
President/Director

---

PO Box 45  
2 South Water Street  
Liberty, MO 64069-0045



Ph: 816-222-4260  
Fax: 816-792-4389  
E-mail: [licenseconsultants@yahoo.com](mailto:licenseconsultants@yahoo.com)  
Website: [www.licenseconsultinginc.com](http://www.licenseconsultinginc.com)

*You'll save time and money with License Consulting, your outsource specialists.*

\*Change of  
Managing Officer

APPLICATION TO SELL LIQUOR IN PARKVILLE, MISSOURI (Rev. 5/13/99)

For period June 1, 2013 to May 31, 2014

per Parkville Municipal Code Chapter 600

Date 12-13-13

SECTION 1

1. Name of business C-Store 2

2. Type of business Convenience Store w/ gasoline

3. Street address where liquor is to be sold 11019 NW 64th St, Parkville, MO 64152  
(Highway 45)

4. Mailing address P.O. Box 45, Liberty, MO 64069

5. Phone No. of business 816-741-9022 FAX No. 816-792-4389

6. Name of managing officer (principal applicant) Lana J. Harrell

7. Name(s) of any partner(s) in this business (attach separate sheet if necessary):  
N/A

8. Names(s) and residence address(es) of any other person(s) having financial interest in this business or partnership (attach separate sheet if necessary):  
N/A

9. If ~~corporation~~ <sup>LLC</sup>, give name of ~~corporation~~ <sup>LLC</sup>, date of incorporation, state in which incorporated, and names and addresses of all stockholders who hold ten percent or more of the capital stock (attach separate sheet if necessary):  
C-Store Operations, LLC 3/23/11 Missouri  
Hanif Lakhani - 17070 W 93rd Place, Apt 14103, Lenexa, KS 66219

10. Name(s) and residence address(es) of any other person(s) having financial interest in the building to be used for liquor sales:  
none

NOTE: A separate Section 2 must be completed by each managing officer and each partner, and all completed Section 2's must be filed with this application.

**C-Store Operations, LLC d/b/a C-Store 2**  
ATTACHMENT TO SECTION 2 – APPLICANT DATA  
Lana J. Harrell, Managing Officer

#11. The managing officer, Lana J. Harrell, is also managing officer for:

CLV Corporation d/b/a 7-Eleven #26369C, 3201 Independence Ave., KCMO 64124  
Sandhu Corporation d/b/a 7-Eleven #22931F, 10615 Blue Ridge Blvd., KCMO 64134  
Manreet, Inc. d/b/a 7-Eleven #18711C, 2636 Van Brunt Blvd., KCMO 64127  
Nanak Corp. d/b/a World of Spirits, 1804 NE Parvin Road, KCMO 64116  
Riar I Corp. d/b/a 7-Eleven #13266C, 11107 Grandview Road, KCMO 64137  
Z Brothers, LLC d/b/a Fast Stop, 131 E. 39<sup>th</sup> Street, KCMO 64111  
S N Enterprise, Inc. d/b/a 7-Eleven #19507D, 639 W. Woodbine Ave., Kirkwood, MO 63122  
Neelam, Inc. d/b/a 7-Eleven Store #13294C, 11001 E. 23<sup>rd</sup> Street, Independence, MO 64052  
Padmavti Mavdi, LLC d/b/a Kwik Stop #1, 3215 S. 22<sup>nd</sup> Street, St. Joseph, MO 64503  
Padmavti Mavdi, LLC d/b/a Mavdi Gas Station, 1901 NE Russell Road, KCMO 64116  
Ehsan Company, LLC d/b/a Circle K Site #27M, 2540 N. Glenstone Ave., Springfield, MO 65803  
Ehsan Company, LLC d/b/a Circle K Site #309, 1687 S. State Hwy. N, Springfield, MO 65802  
Surf N Go, LLC d/b/a Surf N Go, 5002 NE Parvin Road, KCMO 64117  
Faisal, Inc. d/b/a 7-Eleven Store #29062C, 12333 E. Highway 40, Independence, MO 64055  
Innovations, Inc. d/b/a Shop N Go #300, 2995 Highway 412, Cardwell, MO 63829  
SHAI Corp. d/b/a Dalton's Liquor, 3348 S. Hearn's Blvd., Joplin, MO 64804  
Anna Enterprises, Inc. d/b/a 7-Eleven Store #16106E, 1701 Independence Ave., KCMO 64106  
Innovations, Inc. d/b/a Shop N Go #401, 2700 N. Baltimore, Kirksville, MO 63501  
Innovations, Inc. d/b/a Shop N Go #403, 202 E. Illinois, Kirksville, MO 63501  
Innovations, Inc. d/b/a Shop N Go #404, 1312 S. Baltimore, Kirksville, MO 63501  
Arslan Petro, LLC d/b/a Shell Food Mart, 8401 N. Oak Trafficway, KCMO 64155  
Truman Town, LLC d/b/a Truman Town, 4302 E. Truman Road, KCMO 64127  
JA LLC d/b/a Discount Smokes & Liquor, 501 N. Maguire St., Ste. B, Warrensburg, MO 64093  
Raman Property, LLC d/b/a One Stop, 3350 Troost Avenue, KCMO 64109  
Ehsan Chaudhary, LLC d/b/a Sugar Creek Conoco, 10600 E. Highway 24, Sugar Creek, MO 64054  
Innovations, Inc. d/b/a Shop N Go #341, 101 N. Main Street, Concordia, MO 64020  
Zaman, Inc. d/b/a 7-Eleven #21391C, 16801 Gudgell Road, Independence, MO 64055  
AM One Corp. d/b/a Beverage Shoppe, 1039 Neosho Blvd., Neosho, MO 64850  
ES and HV, LLC d/b/a On the Run-St. Joe, 2014 S. Belt Highway, St. Joseph, MO 64507  
Midwest Entrepreneur, Inc. d/b/a Tobacco Mart II, 307 N. State Route 7, Pleasant Hill, MO 64080  
Pina, LLC d/b/a Everyday, 5802 E. 125<sup>th</sup> Street, Grandview, MO 64030  
Noah Enterprises, LLC d/b/a Discount Smokes & Liquor, 1034 S. Maguire, #C, Warrensburg, MO 64093  
Karma Enterprises, LLC d/b/a Discount Express, 310 S. 3<sup>rd</sup> Street, Ozark, MO 65721  
Midwest Entrepreneur, Inc. d/b/a Tobacco Mart III, 17142 State Highway E, Rock Port, MO 64482  
Boon Operations, LLC d/b/a Bannister Food Mart, 5501 E. Bannister Road, KCMO 64137  
Premier Petroleum, Inc. d/b/a Everyday 101, 101 N. Second Street, Clinton, MO 64735  
Premier Petroleum, Inc. d/b/a Everyday 5401, 5401 Blue Parkway, KCMO 64130  
Premier Petroleum, Inc. d/b/a Everyday 5905, 5905 NW 72<sup>nd</sup> Street, KCMO 64151  
Exclusive, Inc. d/b/a Shop N Go #343, 14060 Highway 23, Alma, MO 64001  
MMC Corporation d/b/a 7-Eleven Store #26590E, 4251 NE Antioch Road, KCMO 64117  
Ranza, Inc. d/b/a The Pittstop, 115 E. US Highway 54, El Dorado Springs, MO 64744  
Manzil, LLC d/b/a One Stop #4, 566 W. Commercial, Lebanon, MO 65536  
Maher LLC d/b/a One Stop #5, 1215 Millcreek Rd, Lebanon, MO 65536  
Deepa LLC d/b/a Go Mart, 5405 E. Truman Rd, Kansas City, MO 64127  
Bhutti LLC d/b/a 7<sup>th</sup> Heaven, 104 W. Helm St, Brookfield, MO 64628  
Samson Petroleum LLC d/b/a Dominator Fuels, 29505 Old 7 Hwy, Garden City, MO 64747  
Ricky LLC d/b/a 7th Heaven, 10 Fairground Ave, Higginsville, MO 64037  
17121 Everyday LLC d/b/a 17121 Everyday, 17121 E 40 Hwy, Independence, MO 64055  
Shafiq LLC d/b/a 7<sup>th</sup> Heaven, 200 N Washington St, Chillicothe, MO 64601  
SAI, LLC d/b/a Cheap Smokes & Liquor, 7542 Raytown Road, Raytown, MO 64138  
K & L Petroleum, LLC d/b/a Truman Mart, 8301 Truman Road, Kansas City, MO 64126  
Fatima Properties, LLC d/b/a 7<sup>th</sup> Heaven, 306 W. Bourke St, Macon, MO 63552  
Fatima Properties, LLC d/b/a 7<sup>th</sup> Heaven, 1202 S. Missouri St, Macon, MO 63552

**C-Store Operations, LLC d/b/a C-Store 2**  
ATTACHMENT TO SECTION 2 – APPLICANT DATA  
Lana J. Harrell, Managing Officer

Fatima Properties, LLC d/b/a 7<sup>th</sup> Heaven, 1702 Highway 63, Macon, MO 63552  
Parth Corp d/b/a Alps Discount Liquor & Smoke, 2602 S. Main St, Joplin, MO 64804  
Curtis Family Enterprises, LLC d/b/a Fast Stop, 131 E. 39<sup>th</sup> Street, KCMO 64111 (Pending)  
C-Store Operations, LLC d/b/a C-Store 3, 3921 NW Barry Rd, Kansas City, MO 64154 (Pending)

The managing officer, Lana J. Harrell, previously held a license from the Supervisor of Alcohol and Tobacco Control, but had no financial interest, for the following:

ARMZ USA, LLC d/b/a Shell Food Mart, 6610 NE Hwy. 69, Pleasant Valley, MO 64068  
Serena Enterprises, Inc. d/b/a Quick Stop, 312 N. Maguire Street, Warrensburg, MO 64093  
RU Conoco, Inc. d/b/a RU Conoco, 1215 Armour Road, North Kansas City, MO 64116  
After Dark Entertainment, LLC d/b/a Club Blue, 112 W. Pine, Warrensburg, MO 64093  
ANA Enterprises, LLC d/b/a Circle K Site #343, 1350 W. College St., Marshall, MO 65340  
PBR Investments, Inc. d/b/a 7-Eleven #24442C, 17801 E. 24 Hwy., Independence, MO 64056  
Very Fine, Inc. d/b/a Archie #1 Food Store, 406 S. West Outer Road, Archie, MO 64725  
Wyapar, Inc. d/b/a Circle K Site #332, 820 S. Elliott Avenue, Aurora, MO 65605  
Wyapar, Inc. d/b/a Circle K Site #333, 105 West Highway 174, Mt. Vernon, MO 65712  
Kris Food, Inc. d/b/a Grandview Shell, 6100 E. Highway 150, Grandview, MO 64030  
Kris Food, Inc. d/b/a Quick Stop, 801 E. Hale Lake Road, Warrensburg, MO 64093  
ANSH, LLC d/b/a Kwik Stop #7, 2014 S. Belt Highway, St. Joseph, MO 64507  
ANA Enterprises, LLC d/b/a Circle K Site #341, 101 N. Main Street, Concordia, MO 64020  
Boone Travel Center, Inc. d/b/a Boone Truck Stop, 16975 B Highway, Boonville, MO 65233  
Discount Grocer, LLC d/b/a Cloud 9 Convenience, 7510 E. 87<sup>th</sup> Street, KCMO 64138  
Surf N Go II, Inc. d/b/a QuikShop 66, 3725 NE Chouteau Trafficway, KCMO 64117  
Lakhani Commercial Corp. d/b/a Circle K #102, 540 Truman Road, Osceola, MO 64776  
Lakhani Commercial Corp. d/b/a Circle K #103, Highway 13 South, Collins, MO 64738  
Lakhani Commercial Corp. d/b/a Circle K #105, 328 E. Broadway, Bolivar, MO 65613  
Lakhani Commercial Corp. d/b/a Circle K #106, 1342 Hwy U, Bolivar, MO 65613  
Lakhani Commercial Corp. d/b/a Circle K #107, 102 W. Dallas, Buffalo, MO 65622  
Lakhani Commercial Corp. d/b/a Circle K #108, 150 Grand, Greenfield, MO 65661  
Lakhani Commercial Corp. d/b/a Circle K #109, 310 S. 3<sup>rd</sup> Street, Ozark, MO 65721  
Lakhani Commercial Corp. d/b/a Circle K #110, 121 N. Commerce, Crane, MO 65633  
Lakhani Commercial Corp. d/b/a Circle K #111, 1017 Main, Cassville, MO 65625  
Lakhani Commercial Corp. d/b/a The Pittstop, 115 E. US Highway 54, El Dorado Springs, MO 64744  
Lakhani Commercial Corp. d/b/a Grab n' Go #3, 3921 NW Barry Road, KCMO 64154  
Lakhani Commercial Corp. d/b/a Front Street Valero, 5101 E. Front Street, KCMO 64120  
HR Services Group, LLC d/b/a Minit Serv, 2014 S. Belt Highway, St. Joseph, MO 64507  
Nanak Corp. d/b/a Fast Gas & Snacks, 1509 N. Scott Avenue, Belton, MO 64012  
S.C.O., LLC d/b/a Battlefield Conoco, 1109 E. Battlefield Road, Springfield, MO 65807  
Bismillah A & Z Petroleum, LLC d/b/a A & Z Food Mart, 1215 Armour Rd., NKCMO 64116  
REMM & C Corporation d/b/a 7-Eleven #26590D, 4251 NE Antioch Rd., KCMO 64117  
BASRA Corporation d/b/a 7-Eleven #20849C, 8105 E. Bannister Road, KCMO 64134  
Ehsan Company, LLC d/b/a Circle K #339, 325 E. Evergreen St., Strafford, MO 65757  
Lakhani Commercial Corp. d/b/a Bannister Shell, 5501 E. Bannister Road, KCMO 64137  
New Bubbles, LLC d/b/a New Bubbles, 3717 S. Noland Road, Independence, MO 64055  
HAK, Inc. d/b/a FISCA #8312, 8312 E. 23<sup>rd</sup> Street, KCMO 64129  
Alliance Trade Inc. d/b/a Circle K #326, 1730 S. Morley, Moberly, MO 65270  
Alliance Trade Inc. d/b/a Circle K #327, 300 W. Rollins, Moberly, MO 65270  
Alliance Trade Inc. d/b/a Circle K #328, 1702 Highway 63 North, Macon, MO 63552  
Alliance Trade Inc. d/b/a Circle K #416, 306 W. Bourke Street, Macon, MO 63552  
Alliance Trade Inc. d/b/a Circle K #419, 1202 S. Missouri Street, Macon, MO 63552  
Resham Enterprises, LLC d/b/a Crane Phillips 66, 121 N. Commerce, Crane, MO 65633  
Resham Enterprises, LLC d/b/a Cassville Conoco, 1017 Main, Cassville, MO 65625  
Resham Enterprises, LLC d/b/a Snappy Mart #9, 1671 S. Highway 63, West Plains, MO 65775

**C-Store Operations, LLC d/b/a C-Store 2**

**ATTACHMENT TO SECTION 2 – APPLICANT DATA**

Lana J. Harrell, Managing Officer

Innovations, Inc. d/b/a Shop N Go #334, 1203 N. Jefferson, Ava, MO 65608  
Innovations, Inc. d/b/a Shop N Go #336, 502 Porter Wagoner Blvd., West Plains, MO 65775  
Innovations, Inc. d/b/a Shop N Go #337, 1702 Gibson Street, West Plains, MO 65775  
Innovations, Inc. d/b/a Shop N Go #338, 4290 State Route P, Pomona, MO 65789  
Shell Petroleum Quick Stop, LLC d/b/a Quick Stop, 801 E. Hale Lake Road, Warrensburg, MO 64093  
Batala, LLC d/b/a Go Mart, 5405 E. Truman Road, KCMO 64127  
Surf N Go II, Inc. d/b/a Dominator Fuels, 29505 Old 7 Highway, Garden City, MO 64747  
Arisha Enterprises, Inc. d/b/a 7<sup>th</sup> Heaven C-Store, 104 W. Helm Street, Brookfield, MO 64628  
Arisha Enterprises, Inc. d/b/a 7<sup>th</sup> Heaven Convenience Store, 200 N. Washington, Chillicothe, MO 64601  
Arisha Enterprises, Inc. d/b/a 7<sup>th</sup> Heaven C-Store, 10 Fairground Avenue, Higginsville, MO 64037  
Belton's Discount Smoke Shop, Inc. d/b/a Belton's Smoke Shop, 420 D Street, Belton, MO 64012  
Sam K Enterprises, LLC d/b/a Express #2, 219 N. Highway 169, Smithville, MO 64089  
Royal Petroleum, LLC d/b/a Xpress Super Store, 844 N. Scott Avenue, Belton, MO 64012  
Imaan Ali II Enterprises, Inc. d/b/a Cheap Smokes & Liquor, 7542 Raytown Road, Raytown, MO 64138  
Elahi Ali Enterprises, Inc. d/b/a Cheap Smokes & Liquor, 1268 W. Foxwood Drive, Raymore, MO 64083  
Essco, LLC d/b/a Conoco, 3120 S. Highway 7, Blue Springs, MO 64014  
Radiant Commerce, LLC d/b/a Fast Gas & Snacks, 1901 E. Mechanic Street, Harrisonville, MO 64701  
Premier Petroleum, Inc. d/b/a Everyday Conoco 312, 312 N. Maguire, Warrensburg, MO 64093  
Premier Petroleum, Inc. d/b/a Everyday 840, 840 N. Montgall Blvd., KCMO 64120  
Dutt dhara, Inc. d/b/a 7-Eleven Store #24442D, 17801 E. Highway 24, Independence, MO 64056  
Nazir, LLC d/b/a One Stop #1, 1400 S. Jefferson Ave, Lebanon, MO 65536  
Zarin, LLC d/b/a One Stop #2, 2500 Evergreen Pkwy, Lebanon, MO 65536  
Raina, LLC d/b/a One Stop #3, 101 Crescent Dr, Lebanon, MO 65536  
Midwest Fuels, LLC d/b/a Midwest Fuels #5, 8301 Truman Road, KCMO 64126  
Komal & Monu, LLC d/b/a K & M Liquor & Tobacco, 4201 S. Blue Ridge Boulevard, Indep., MO 64133  
Exclusive, Inc. d/b/a Shop N Go #342, 201 N. Main Street, Concordia, MO 64020  
Om Sai Ram, Inc. d/b/a 7-Eleven Store #20849D, 8105 E. Bannister Road, KCMO 64134

**SECTION 3: LICENSE FOR WHICH APPLICATION IS MADE**

(Please choose the license for which application is being made.)

1. **Microbrewer \$375:** (Based on annual production of at least 5,000 barrels, at a fee of \$7.50 per hundred barrels. If, at the end of the license year, the microbrewery has produced less than 5,000 barrels, the City shall refund \$7.50 for every hundred barrels under that number. A fraction of a hundred barrels produced shall be counted as a hundred barrels.)  
*Allows production of beer and malt liquor, not more than 10,000 barrels per year. Zones I-1, I-2 or I-3 only. Holder of this license must also have a resort liquor license. (RSMo 311.195)*
2. **Retailer of malt liquor in the original package: \$22.50**  
*Allows sale of malt liquor in original package for consumption off premises. LIMITED to drug stores, cigar/ tobacco stores, confectioneries, delicatessens, grocery or general merchandise stores with stock having at-cost value of at least \$1,000 (RSMo 311.200)*
3. **Retailer of malt liquor by the drink: \$52.50**  
*Allows sale of malt liquor/ light wine by drink for consumption on premises, sale of malt liquor/ light wine in original package for consumption off premises. (RSMo 311.200)*
4. **Retailer of intoxicating liquor in original package: \$75** Sunday?  
*Allows sale of intoxicating liquor, malt liquor in original package for consumption off premises. LIMITED to drug stores, cigar/ tobacco stores, confectioneries, delicatessens, grocery or general merchandise stores having at-cost value of at least \$1,000. (RSMo 311.200, 311.293)*
5. **Resort license: \$375 Sunday Sales: additional \$300**  
*Allows sale of intoxicating liquor by drink for consumption on premises of a "resort," sale of intoxicating liquor in original package for consumption off premises, sale of malt liquor by drink for consumption on premises, sale of malt liquor in original package for consumption off premises. (RSMo 311.095)*
- 5a. **Temporary resort license: \$93.75 for 3 months/ Sunday sales: \$75 for 3 months**  
*Allows 3-month resort license, based on projection of sales. For all new restaurants.*
6. **Temporary malt liquor/ light wine sale-by-drink permit: No fee**  
*Allows sale of light wine and malt liquor for consumption off premises where sold between 10:00a.m. and midnight (11:00a.m. to midnight on Sundays) or requested date(s) of sale. LICENSE LIMITED to church, school, civic, service, fraternal, veterans, political, or charitable club or organization for picnic, bazaar, fair, festival or similar gathering or event. (RSMo 311.482)*
7. **Intoxicating liquor by drink for consumption on premises on boat: \$450**  
*Authorizes sale of intoxicating liquor by the drink at retail for consumption on the premises of any boat or other vessel licensed by the United States Coast Guard to carry one hundred (100) or more passengers for hire on navigable waters in or adjacent to this State, which has a regular place or mooring in Parkville, Missouri. NOTE: Does not include riverboat gambling boats. (RSMo 311.090)*
8. **Intoxicating liquor by drink for consumption on premises- including Sunday Sales**  
*Authorizes sale of liquor by drink at retail for consumption on premises. LICENSE LIMITED to charitable, fraternal, religious, service or veterans' organization with 501(c) exemption. (RSMo 311.090)*
9. **Wholesaler**  
*As defined by RSMo 311.180 (9): \$375*

SECTION 4: AFFIDAVIT OF PRINCIPAL APPLICANT

I hereby affirm that I am and shall continue to be actively engaged for the period of the license for which application is made in the actual control and management of the premises for which liquor license is sought. I am at least 21 years of age. I am of good moral character. I am qualified to hold an alcoholic beverage license in the State of Missouri. I have never been convicted, since the ratification of the 21<sup>st</sup> Amendment of the Constitution of the United States, of a violation of the provisions of any law applicable to the manufacturer or sale of alcoholic beverages. I have never had a dealer's license revoked. I am a qualified legal voter and taxpaying citizen of the Missouri county, town, city or village of which I am a resident and will produce a tax receipt and Election Board certification to that effect upon request.

I affirm that I am not in arrears for any back taxes or license fees owned to the City of Parkville. I will not accept directly or indirectly any loans, equipment, money, credit or property of any kind, except ordinary commercial credit, as such term is defined in the Rules and Regulations of the Supervisor of Liquor Control of the State of Missouri.

I am prepared to offer all statements, books, records and papers which the City Clerk determines to be necessary to describe the true ownership and management of the business or in the respects necessary to determine my qualifications for this liquor license.

I affirm that the type of business to be conducted on the premises for which application is made is as shown on this application. If applying for license in category 3 or 5, I state that goods for sale at this location are valued at-cost in at least the amount of \$1,000, and at no time shall the at-cost value of goods offered for sale at this location be less than \$1,000 (exclusive of fixtures and alcoholic beverages.)

I affirm that no distiller, wholesaler, winemaker, brewer, or supplier of coin-operated, commercial manual or mechanical amusement devices, or any employee, officer or agent thereof has any financial interest in the retail business of this applicant for the sale of alcoholic beverages or C.O.L., and that I will not accept from any such persons equipment, money, credit or property of any kind, except ordinary commercial credit for liquor.

I understand that if I do not begin operation of the business at the address shown within 120 days, then my license fee is forfeited and the license issued to me shall be considered invalid, null and void, and no effect, and I may not reapply for a liquor license for a period of one year from the date invalidated license was issued. I understand that I am to file with the City Clerk a written report of any loan made to me of money or credit relating to the licensed business within fifteen days of such loan being made.

If any of the facts or information in the foregoing application change during the period for which license is issued, I shall file with the City Clerk a written report of such change(s) within ten days of such change(s).

Signature of principal applicant and date Lane Hamell 12-12-13

Attach: Certificate of Occupancy - on file

✓ License application(s) from partner(s): Section 2 of this form

✓ Supplemental information if needed

N/A Check for license fee

Photo of exterior of premises to be used for liquor sales - on file

## **CITY OF PARKVILLE Policy Report**

Date: December 30, 2013

Prepared By:  
Lauren Palmer  
City Administrator

Reviewed By:  
Melissa McChesney  
City Clerk

ISSUE:

Receive and file staff responses to issues identified in the 2012 Audit management letter.

BACKGROUND:

Bruce Culley, CPA, PC, completed the audit of the financial statements for the City of Parkville for the 2012 fiscal year. As part of that process, Mr. Culley prepared a management letter to summarize the auditor's report to city staff and the Board of Aldermen. The management letter identified several issues that are not material findings but are recommendations for how the City may improve its accounting methods in the future. Staff addressed each issue and prepared a memorandum to the Finance Committee (dated December 3, 2013). As a matter of record, the Board of Aldermen is asked to officially receive the memorandum. The document will be filed with the 2012 Audit as a record of the City's actions to respond to the auditor's recommendations.

BUDGET IMPACT:

There is no cost associated with this action.

ALTERNATIVES:

1. Receive and file the memorandum in response to the 2012 Audit management letter.
2. Do not receive and file the document.
3. Provide alternative direction to city administration.

STAFF RECOMMENDATION:

Staff recommends that the Board of Aldermen receive and file the staff memorandum in response to issues identified in the 2012 Audit management letter.

FINANCE COMMITTEE RECOMMENDATION

On December 30, 2013, the Finance Committee reviewed the memorandum with staff and recommended that it be formally received and filed by the Board of Aldermen.

SUGGESTED MOTION:

I move to receive and file the staff memorandum dated December 3, 2013, written in response to the auditor's recommendations in the 2012 Audit management letter.

ATTACHMENTS:

1. Responses to Issues Identified in the 2012 Audit Management Letter
  2. 2012 Audit Management Letter
-



**CITY OF PARKVILLE**  
Memorandum

Date: Tuesday, December 3, 2013

To: Finance Committee

From: Lauren Palmer, City Administrator

CC: Matthew Chapman, Finance/Human Resources Director  
Steve Berg, City Treasurer

**RE: Responses to Issues Identified in the 2012 Audit Management Letter**

Bruce Culley, CPA, PC, completed the audit of the financial statements for the City of Parkville for the 2012 fiscal year. As part of that process, Mr. Culley prepared a management letter (attached) to summarize the auditor's report to city staff and the Board of Aldermen. The management letter identified several issues that are not material findings but are recommendations for how the city may improve its accounting methods in the future. Staff has addressed each issue identified in the management letter as follows:

Separation of Custody and Record Keeping by the Sewer Clerk

Due to the small size of the City's staff, it is impractical to separate the opening of mail and handling of cash/checks from the posting to the customer ledger. However, staff has implemented other control measures. Very few customers pay by cash, so the amount of cash handled at any time is small. Cash payments are only accepted in person at City Hall. All cash receipts are verified and signed by two persons when received, in the presence of the customer. Staff consulted with Chris Champ, the City's representative at BankLiberty, for advice on the bank's procedures regarding handling of checks. The bank does not follow the procedures suggested in the auditor's opinion. It is very difficult to commit fraud using customer checks, so the bank does not consider this to be an issue of exposure for the bank or tellers. Customers provide the ultimate control measure by checking their bank statements for any errors in crediting accounts or attempts to fraudulently apply check payments. In addition, check deposits are performed daily and each deposit total is reconciled to the amount posted in the sewer billing module.

Fixed Asset Program

Staff has started the process to change the fixed asset spreadsheet to the fixed asset module in InCode that will calculate gains and losses on asset depreciation as well as depreciation. Current and future asset purchases will be included in the program which will improve the calculation of depreciation in the future. This transition will take some time because historical purchases will only be included to the extent practical. However, the new program will be an improvement.

### Review of Court Bank Statements and Balancing the Court Bond Account to Cash

Beginning in October 2013, the finance/human resources director meets with the court clerk on a monthly basis to match all checks written during the prior month with supporting documentation. Explanation is requested for any unusual disbursements. In addition, the finance staff confirmed that the court clerk is routinely reconciling the court bond bank account to the outstanding bonds. The finance/human resources director reviewed this process for thoroughness and accuracy and also reviews the bond spreadsheet every month to independently verify the reconciliation.

### Inventory of Fixed Assets

The City has an existing schedule of fixed assets that is largely complete, including items that are not on the depreciation schedule. At year end, staff will conduct a physical inventory to update the current schedule and separate assets by department. The inventory will be complete in advance of the 2013 audit.

Please let me know if you have any questions or need additional information.

Attachment:

1. 2012 Audit – Management Letter

**BRUCE D. CULLEY, C.P.A., P.C.**

3000 BROOKTREE LANE, SUITE 210  
GLADSTONE, MISSOURI 64119  
816-453-1040 FAX: 816-453-0721  
bruceculley@sbcglobal.net

Member American Institute of  
Certified Public Accountants

Member Missouri Society of  
Certified Public Accountants

August 7, 2013

To the Board of Alderman  
City of Parkville, Missouri  
Parkville, Missouri 64152

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of City of Parkville, Missouri for the year ended December 31, 2012. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated August 16, 2012. Professional standards also require that we communicate to you the following information related to our audit.

**Significant Audit Findings*****Qualitative Aspects of Accounting Practices***

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by City of Parkville, Missouri are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2012. We noted no transactions entered into by the governmental unit during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The financial statement disclosures are neutral, consistent, and clear.

***Difficulties Encountered in Performing the Audit***

We encountered no significant difficulties in dealing with management in performing and completing our audit.

***Corrected and Uncorrected Misstatements***

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements, in the form of journal entries.

### ***Disagreements with Management***

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

### ***Management Representations***

We have requested certain representations from management that are included in the management representation letter dated August 7, 2013.

### ***Management Consultations with Other Independent Accountants***

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

### ***Other Audit Findings or Issues***

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

### **Other Matters**

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

### **Separation of Custody and Record Keeping by the Sewer Clerk**

The sewer clerk opens the mail or is furnished the checks and cash (limited amount) to post to the customers computerized records. No control is established over cash and checks prior to it being received by the sewer clerk.

We would suggest that the mail be opened by someone other than the sewer clerk and control established over the total incoming cash and checks. In lieu of the cash and checks, a list of the checks might be used to do the posting. The person posting to the customer ledger should not be handling the cash and checks.

### **Fixed Asset Program**

The fixed asset system used by the City consists of a spread sheet of the fixed assets subject to depreciation. While it has the potential to calculate depreciation correctly, the record keeping is not as thorough as a fixed asset program that would not only calculate depreciation but would calculate gains and losses on asset disposition and provide more history on asset purchases. We also discovered that one of the columns designed to calculate depreciation did not add correctly. It was a small error that was subsequently corrected.

**Review of Court Bank Statements**

Bank statements from the court are furnished to accounting personnel on a monthly basis but no analysis is performed to ensure that all funds have been accounted for. Checks are written to the City's general fund, state of Missouri and other restricted funds. We believe that some supervision should be provided over court personnel each month to ensure court funds are properly disbursed.

**Balancing the Court Bond Account to Cash**

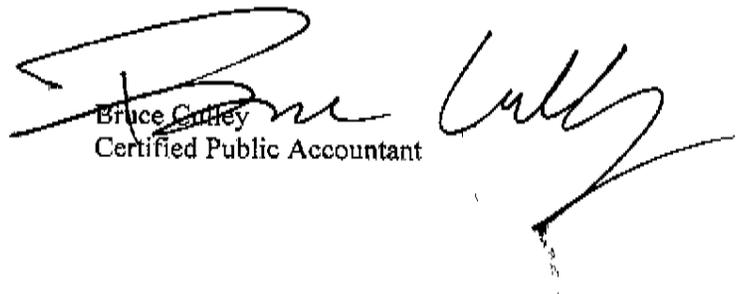
We would suggest that a copy of the bond bank account be given to the accounting staff to ensure that the balance is equal to the outstanding bonds. We asked court personnel to furnish us a list of the bonds at year end and because of computer problems one was not made available. It is critical that the city balance the bond bank account to the outstanding bonds.

**Inventory of Fixed Assets**

A physical inventory of fixed assets should be conducted periodically. This is not only the inventory items on the depreciation schedule but other items that may be fully depreciated or items that were never on the depreciation schedule. The city needs to establish these records for each department.

This information is intended solely for the use of the Board of Alderman and management of City of Parkville, Missouri and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,



Bruce Cutley  
Certified Public Accountant

**CITY OF PARKVILLE**  
**Policy Report**

Date: January 7, 2014

Prepared By:

Tim Blakeslee  
Assistant to the City Administrator

Reviewed By:

Matthew Chapman  
Finance/Human Resources Director

ISSUE:

Approval of Accounts Payable Invoices, Payroll Expenditures, Electronic Funds Transfer (EFT) Payments, Insurance Payments, and 1<sup>st</sup> of the Month Checks from 12/13/2013 - 1/2/2014.

BACKGROUND:

Attached are the statements of approved payments, per the City's Purchasing Policy, for the period from Dec 13, 2013, through Jan 2, 2014. All disbursements must be reviewed and approved by the Board of Aldermen prior to the release of City funds.

BUDGET IMPACT:

Accounts Payable	\$ 748,669.30
Payroll	\$ 51,873.76
EFT Payments	\$ 1,125.00
Insurance Payments	\$ -
1 <sup>st</sup> of the Month	\$ 2,391.67
<b>TOTAL</b>	<b>\$ 804,059.73</b>

ALTERNATIVES:

1. Approve the release of funds.
2. Deny the release of funds and provide further direction to City Administration.
3. Deny any portion of the release of funds and provide further direction to City Administration.

STAFF RECOMMENDATION:

Staff recommends the release of funds as summarized in the attached statements.

SUGGESTED MOTION:

I move to appropriate \$804,059.73 of city funds to pay salaries and accounts.

ATTACHMENTS:

1. Accounts Payable
2. 1<sup>st</sup> of the Month
3. EFT Payments
4. Payroll

PACKET: 04390 Utilities 12/17

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00159	Missouri American Water							
	I-11/9-12/9	11/9-12/9 Water Bills	R	12/17/2013		16.47CR	031735	16.47

\*\* T O T A L S \*\*

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	16.47	16.47
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	16.47	16.47

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 04396 Fed WH Unused Sick-12/20/13  
VENDOR SET: 01  
BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00044	Park Bank							
	I-T1 201312184010	Federal Withholding	D	12/20/2013		7.08CR	000000	
	I-T3 201312184010	FICA W/H	D	12/20/2013		195.62CR	000000	
	I-T4 201312184010	Medicare W/H	D	12/20/2013		45.82CR	000000	248.52

\* \* T O T A L S \* \*

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	248.52	248.52
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	248.52	248.52

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 04397 Fed WH-Unused Sick 2 12/23/13

VENDOR SET: 01

BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00044	Park Bank							
	I-T3 201312204011	FICA W/H	D	12/23/2013		14.88CR	000000	
	I-T4 201312204011	Medicare W/H	D	12/23/2013		3.48CR	000000	18.36

\* \* T O T A L S \* \*

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	18.36	18.36
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	18.36	18.36

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 04400 Federal Withholdings -12/27/13

VENDOR SET: 01

BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00044	Park Bank							
	I-T1 201312264012	Federal Withholding	D	12/27/2013		7,423.96CR	000000	
	I-T3 201312264012	FICA W/H	D	12/27/2013		8,457.42CR	000000	
	I-T4 201312264012	Medicare W/H	D	12/27/2013		1,977.90CR	000000	17,859.28

\* \* T O T A L S \* \*

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	17,859.28	17,859.28
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	17,859.28	17,859.28

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 04402 Utilities 12/26

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00159	Missouri American Water							
	I-11/16/13-12/13/13	11/16/13-12/13/13 Water Bills	R	12/27/2013		577.03CR	031737	577.03
00160	Missouri Gas Energy							
	I-11/18/13-12/18/13	11/18/13-12/18/13 Gas Bills	R	12/27/2013		459.47CR	031738	459.47
01614	KCPL							
	I-11/12/13-12/13/13	11/12/13-12/13/13 Elec Bills	R	12/27/2013		2,536.69CR	031739	
	I-11/13/13-12/16/13	11/13/13-12/13/13 Elec Bills	R	12/27/2013		22.61CR	031739	2,559.30

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	3	0.00	3,595.80	3,595.80
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	3	0.00	3,595.80	3,595.80

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 04405 Utilities 12/26/13 #2  
VENDOR SET: 01  
BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01614	KCPL							
	I-11/18/13-12/19/13	11/18/13-12/19/13 Elec Billd	R	12/27/2013		1,814.51	CR 031744	1,814.51

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	1,814.51	1,814.51
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	1,814.51	1,814.51

TOTAL ERRORS: 0                      TOTAL WARNINGS: 0

12/30/2013 9:57 AM  
 PACKET: 04413 Utilities 12/30  
 VENDOR SET: 01  
 BANK : AP Pooled Cash Regular AP

A / P CHECK REGISTER

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01614	KCFL I-11/18-12/19	11/18-12/19 Electric Bills	R	12/31/2013		786.42CR	031750	786.42

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	786.42	786.42
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	786.42	786.42

TOTAL ERRORS: 0                      TOTAL WARNINGS: 0

PACKET: 04417 Regular Payments  
VENDOR SET: 01 ~~Utility~~  
BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01614	KCPL	I-11/18-12/19 Bills						
		11/18/13-12/18/13 Elec Bills	R	1/07/2014		48.92CR	031806	48.92

* * T O T A L S * *				
	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	48.92	48.92
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	48.92	48.92

TOTAL ERRORS: 0                      TOTAL WARNINGS: 0

PACKET: 04388 Regular Payments 12/16/13

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01099	Toshiba							
	I-1055093	Black Counter-AD	R	12/17/2013		108.90CR	031733	
	I-10558095	Color Counter-AD	R	12/17/2013		160.57CR	031733	269.47
02175	eNet							
	I-3664	City Hall Computer Purchases	R	12/17/2013		17,257.20CR	031734	17,257.20

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	2	0.00	17,526.67	17,526.67
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	2	0.00	17,526.67	17,526.67

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 04391 Regular Payments 12/17

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00314	Pitney Bowes-Purchase Power							
	I-12/4/13	Postage-AD,FD,CT,PW,CD,SW	R	12/17/2013		650.00CR	031736	650.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	650.00	650.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	650.00	650.00

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 04403 Regular Payments 12/26/13

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00207	Time-Warner Cable I-12/21/13	City Hall Internet Dec-Jan	R	12/27/2013		175.00CR	031740	175.00
00274	Ricoh USA, Inc. I-5028744760	Black Counter-Police	R	12/27/2013		76.05CR	031741	76.05
01198	River North Development LLC I-2013 TIF	2013 TIF Payment	R	12/27/2013		413,460.26CR	031742	413,460.26
02140	Commerce Bank - Commercial Cards I-12/18/13 Statement	12/18/13 Statement	R	12/27/2013		3,567.51CR	031743	3,567.51

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMI	TOTAL APPLIED
REGULAR CHECKS:	4	0.00	417,278.82	417,278.82
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	4	0.00	417,278.82	417,278.82

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 04411 Regular Payments 12/30

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01641	United States Post Master							
	I-Dec-Jan Postage	United States Post Master	R	12/31/2013		800.00CR	031748	800.00
01785	ServiceMaster Elite							
	I-14993	November Janitorial	R	12/31/2013		502.49CR	031749	502.49

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	2	0.00	1,302.49	1,302.49
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	2	0.00	1,302.49	1,302.49

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 04416 Regular Payments 1/2/14  
 VENDOR SET: 01  
 BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00006	Alamar Uniforms I-Uniforms-PD	Uniforms-PD	R	1/07/2014		422.87CR	031759	422.87
00036	Deffenbaugh Industries I-5901247	Trash Service-SW	R	1/07/2014		59.42CR	031760	59.42
00052	Glen's Automotive Service Center, Inc I-89931	Vehicle Repair-ST	R	1/07/2014		30.24CR	031761	30.24
00097	P & G Hardware I-12/16/13 Invoice	12/16/13 Invoice	R	1/07/2014		235.36CR	031762	235.36
00103	Pitney Bowes, Inc. I-415159	Equipment Rental-AD	R	1/07/2014		246.50CR	031763	246.50
00150	Vance Bros Inc I-109448	Asphalt Mix-ST	R	1/07/2014		115.00CR	031764	115.00
00154	T-Ray Specialties Inc. I-25022	Ice Melt-AD	R	1/07/2014		238.64CR	031765	238.64
00156	Dave's Foreign Car Repair LLC I-128,686 I-128,699 I-128,712 I-128,744 I-128,760	Vehicle Repair-PD Vehicle Repair-PD Vehicle Repair-PD Vehicle Repair-PD Vehicle Repair-PD	R R R R R	1/07/2014 1/07/2014 1/07/2014 1/07/2014 1/07/2014		197.09CR 35.00CR 95.00CR 105.10CR 35.00CR	031766 031766 031766 031766 031766	467.19
00212	HACH Company I-8597737	LDO Mounting Adapter-SW	R	1/07/2014		43.95CR	031767	43.95
00232	Hunt Martin Materials I-12504040 I-12601104 I-1299962	Gravel-DRJP Gavel-DRJP Rock-SW	R R R	1/07/2014 1/07/2014 1/07/2014		61.92CR 65.30CR 57.50CR	031768 031768 031768	184.72
00256	Bruce D. Culley, CPA, P.C I-6254	2012 Audit Fee-AD	R	1/07/2014		12,000.00CR	031769	12,000.00
00269	General Code I-C0013540	2014 Online Code-AD	R	1/07/2014		695.00CR	031770	695.00

PACKET: 04416 Regular Payments 1/2/14  
 VENDOR SET: 01  
 BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00338	R H Fastener Supply, Inc. I-274585-0002	Washers-ST	R	1/07/2014		3.74CR	031771	3.74
00343	Barry Road Tire & Service I-132907	Vehicle Repair-PD	R	1/07/2014		69.68CR	031772	69.68
00489	American Equipment Co. I-18442	Motor-ST	R	1/07/2014		219.23CR	031773	219.23
00496	Gunter Pest Management, Inc. I-1071549	December Pest Control-AD	R	1/07/2014		50.00CR	031774	50.00
00501	Hinckley Springs I-TK#133513054055	Drinking Water-ST	R	1/07/2014		54.02CR	031775	54.02
00625	Alan Schank I-Dec Refund	Alan Schank Refund	R	1/07/2014		45.00CR	031776	45.00
00703	United States Treasury I-00703	Late Payment Penalty-AD	R	1/07/2014		346.40CR	031777	346.40
00723	Missouri One Call System I-3070267	Missouri One Call-SW	R	1/07/2014		249.60CR	031778	249.60
00798	APAC, Inc I-8001353944	Ball Field Fines-DRJP	R	1/07/2014		641.91CR	031779	641.91
00802	K & G Striping Inc I-13001-15	Bollard-PK	R	1/07/2014		235.00CR	031780	235.00
00891	Kranz of Kansas City I-KC231949	Clutch Pump for Truck-ST	R	1/07/2014		692.04CR	031781	692.04
01235	Landmark Newspaper, The I-21448 I-21451 I-21468	Notice-AD Notices-AD Election Notice-AD	R R R	1/07/2014 1/07/2014 1/07/2014		54.13CR 38.78CR 54.13CR	031782 031782 031782	147.04
01273	TREKK Design Group, Inc I-13-904	Brink Myer Const. Observation	R	1/07/2014		7,515.69CR	031783	7,515.69
01465	Best Batteries I-25683	Battery Maint-PK	R	1/07/2014		99.00CR	031784	99.00

PACKET: 04416 Regular Payments 1/2/14  
 VENDOR SET: 01  
 BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01483	Missouri Department of Revenue I-39639	Monthly Sales Tax Rpt-AD	R	1/07/2014		35.00CR	031785	35.00
01552	Game Time Athletics I-8204	Windscreen-DRJP	R	1/07/2014		702.40CR	031786	702.40
01739	Print Time I-9003018-IN	Business Cards-AD	R	1/07/2014		50.00CR	031787	50.00
01761	Cripple Creek Rock Company I-2011-4624	Box of Pins-DRJP	R	1/07/2014		6.00CR	031788	6.00
01785	ServiceMaster Elite I-15100	Janitorial Dec-AD	R	1/07/2014		502.49CR	031789	502.49
01849	Fleet Services - Police I-12/31/13 Fuel Bill 12/31/13 Fuel Bill-PD		R	1/07/2014		3,069.51CR	031790	3,069.51
01850	Fleet Services - General Account I-12/31/13 Statement 12/31/13 Statement		R	1/07/2014		4,127.37CR	031791	4,127.37
01867	Forest Park Development LLC I-Inv # 7	1000 Oaks Lighting Agrmt-ST	R	1/07/2014		5,017.33CR	031792	5,017.33
01873	Parkville Economic Development Council I-EDCRenewal2013	2014 EDC Investor Renewal-AD	R	1/07/2014		20,000.00CR	031793	20,000.00
01895	UMB Bank, N.A. I-187936	River Park NID Fees	R	1/07/2014		583.00CR	031794	583.00
01982	Rejis Commission I-INV0032981	Terminal Rejis-PD	R	1/07/2014		62.56CR	031795	62.56
02018	Ace ImageWear I-0250489	Shop Towels-PK	R	1/07/2014		35.50CR	031796	35.50
02029	Reinders, Inc. I-5016472-00	Seed/Fertilizer-DRJP	R	1/07/2014		1,934.41CR	031797	1,934.41
02065	Data Technologies, Inc. I-36680	Align New Bills-SW	R	1/07/2014		42.50CR	031798	42.50

PACKET: 04416 Regular Payments 1/2/14  
 VENDOR SET: 01  
 BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
02092	Cook, Flatt & Strobel Engineers, P.A. I-32945	Route 9 Trail Phase 1 - Design	R	1/07/2014		3,053.13CR	031799	3,053.13
02143	Professional Service Industries, Inc. I-00258786	Concrete Testing-ST	R	1/07/2014		944.00CR	031800	944.00
02154	Royal Papers Inc I-K634413	Bathroom Suppleies-AD	R	1/07/2014		301.70CR	031801	301.70
02158	Mega Industries I-530 #2	U.V. Disinfection Addition	R	1/07/2014		226,029.90CR	031802	226,029.90
02181	Zerger & Mauer LLP I-12832 I-3178 I-3197	Otjen-AD Otjen-AD Otjen-AD	R	1/07/2014 1/07/2014 1/07/2014		9,771.58CR 1.32CR 5,514.71CR	031803 031803 031803	  15,287.61
02190	Knapheide I-kcs62445	Snow Flow Equip-ST	R	1/07/2014		406.39CR	031804	406.39
02192	Burdiss Lettershop I-120204	Newsletter Mailing Prep-AD	R	1/07/2014		225.00CR	031805	225.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	47	0.00	307,523.04	307,523.04
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	47	0.00	307,523.04	307,523.04

TOTAL ERRORS: 0                      TOTAL WARNINGS: 0

PACKET: 04407 Monthly Checks January 2014  
VENDOR SET: 01  
BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00100	Peter M. Schloss I-Jan2014-Prosecuto	City Prosecutor	R	1/01/2014		1,450.00CR	031745	1,450.00
00577	Sarah E Recker, Law Offic I-Jan2014-Pub Defen	Public Defender	R	1/01/2014		541.67CR	031746	541.67
01221	Andrew Coulson I-Jan2014-Asst Pros	Assistant Prosecutor	R	1/01/2014		400.00CR	031747	400.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	3	0.00	2,391.67	2,391.67
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	3	0.00	2,391.67	2,391.67

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 04408 January 1 EFT Payments

VENDOR SET: 01 City Vendors

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
=====							
01-01907	Chris Fisher*						
I-Jan2014-Allowance	1/01/2014		BOA Expense Allowance	45.00			
	AP		DUE: 1/01/2014 DISC: 1/01/2014		1099: N		
			BOA Expense Allowance		10 501.01-32-00	Exp Allowance-B	45.00
	=== VENDOR TOTALS ===			45.00			
=====							
01-01885	Diane Driver*						
I-Jan2014-Allowance	1/01/2014		Allowance	45.00			
	AP		DUE: 1/01/2014 DISC: 1/01/2014		1099: N		
			Allowance		10 501.01-32-00	Exp Allowance-B	45.00
	=== VENDOR TOTALS ===			45.00			
=====							
01-02044	Jackie Snyder*						
I-Jan2014-Allowance	1/01/2014		Monthly Expense Allowance	45.00			
	AP		DUE: 1/01/2014 DISC: 1/01/2014		1099: N		
			Monthly Expense Allowance		10 501.01-32-00	Exp Allowance-B	45.00
	=== VENDOR TOTALS ===			45.00			
=====							
01-01295	James Brooks*						
I-Jan2014-Exp allow	1/01/2014		Monthly Expense Allowance	45.00			
	AP		DUE: 1/01/2014 DISC: 1/01/2014		1099: N		
			Expense Allowance		10 501.01-32-00	Expense Allowan	45.00
	=== VENDOR TOTALS ===			45.00			
=====							
01-01886	Jim Werner*						
I-Jan2014-Allowance	1/01/2014			45.00			
	AP		DUE: 1/01/2014 DISC: 1/01/2014		1099: N		
			Allowance		10 501.01-32-00	Exp Allowance-B	45.00
	=== VENDOR TOTALS ===			45.00			
=====							
01-02045	Kari Lamer*						
I-Jan2014-Allowance	1/01/2014		Monthly Expense Allowance	45.00			
	AP		DUE: 1/01/2014 DISC: 1/01/2014		1099: N		
			Monthly Expense Allowance		10 501.01-32-00	Exp Allowance-B	45.00
	=== VENDOR TOTALS ===			45.00			

PACKET: 04408 January 1 EFT Payments

VENDOR SET: 01 City Vendors

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
=====							
01-01887	Kendall Welch*						
I-Jan2014-Allowance	1/01/2014	AP	Allowance	45.00	1099: N		
			DUE: 1/01/2014 DISC: 1/01/2014		10 501.01-32-00	Exp Allowance-B	45.00
			Allowance				
			=== VENDOR TOTALS ===	45.00			
=====							
01-01681	Kevin Chrisman*						
I-Jan2014-Reimburse	1/01/2014	AP	Cell Phone Reimbursement	40.00	1099: N		
			DUE: 1/01/2014 DISC: 1/01/2014		10 505.03-05-00	Mobile Phones &	40.00
			Cell Phone Reimbursement				
			=== VENDOR TOTALS ===	40.00			
=====							
01-02125	Kevin D. Humiston*						
I-Jan2014-Allowance	1/01/2014	AP	Monthly Expense Allowance	45.00	1099: N		
			DUE: 1/01/2014 DISC: 1/01/2014		10 510.01-32-00	Expense Allow -	45.00
			Monthly Expense Allowance				
			=== VENDOR TOTALS ===	45.00			
=====							
01-02119	Kevin E. Davis*						
I-Jan2014-Reimburse	1/01/2014	AP	Cell Phone Reimbursement	25.00	1099: N		
			DUE: 1/01/2014 DISC: 1/01/2014		10 505.03-05-00	Mobile Phone &	25.00
			Cell Phone Reimbursement				
			=== VENDOR TOTALS ===	25.00			
=====							
01-01837	Kirk Rome*						
I-Jan2014-Allowance	1/01/2014	AP	Allowance	250.00	1099: Y		
			DUE: 1/01/2014 DISC: 1/01/2014		10 515.01-33-00	Auto Allow-Publ	250.00
			Allowance				
I-Jan2014-REIMB	1/01/2014	AP	Cell Phone Reimbursement	40.00	1099: N		
			DUE: 1/01/2014 DISC: 1/01/2014		10 515.03-05-00	Mobile Phones &	40.00
			Cell Phone Reimbursement				
			=== VENDOR TOTALS ===	290.00			

PACKET: 04408 January 1 EFT Payments

VENDOR SET: 01 City Vendors

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
=====							
01-02142	Lauren Palmer*						
I-Jan2014-Allowance	1/01/2014		Auto Allowance	100.00			
	AP		DUE: 1/01/2014 DISC: 1/01/2014		1099: N		
			Auto Allowance		10 501.01-33-00	Auto Allow-City	100.00
	=== VENDOR TOTALS ===			100.00			
=====							
01-00193	Marc Sportsman*						
I-Jan2014-Allowance	1/01/2014		Monthly Expense Allowance	45.00			
	AP		DUE: 1/01/2014 DISC: 1/01/2014		1099: N		
			Monthly Expense Allowance		10 501.01-32-00	Exp Allowance-B	45.00
	=== VENDOR TOTALS ===			45.00			
=====							
01-01239	Nan McManus Johnston*						
I-Jan2014-Allowance	1/01/2014		Monthly Expense Allowance	45.00			
	AP		DUE: 1/01/2014 DISC: 1/01/2014		1099: N		
			Monthly Expense Allowance		10 501.01-32-00	Expense Allowan	45.00
	=== VENDOR TOTALS ===			45.00			
=====							
01-01033	Sean Ackerson*						
I-Jan2014-Allowance	1/01/2014		Auto allowance	200.00			
	AP		DUE: 1/01/2014 DISC: 1/01/2014		1099: Y		
			Auto allowance		10 518.01-31-00	Expense Allow.	200.00
	=== VENDOR TOTALS ===			200.00			
=====							
01-02191	Timothy Blakeslee*						
I-Jan2014-Allowance	1/01/2014		Cell Phone Allowance	10.00			
	AP		DUE: 1/01/2014 DISC: 1/01/2014		1099: N		
			Cell Phone Allowance		10 501.01-01-00	Salaries	10.00
	=== VENDOR TOTALS ===			10.00			
=====							
01-01729	Toni Rizutti*						
I-Jan2014-Reimburse	1/01/2014		Cell Phone Reimbursement	10.00			
	AP		DUE: 1/01/2014 DISC: 1/01/2014		1099: N		
			Cell Phone Reimbursement		10 510.03-05-00	Mobile Phone &	10.00
	=== VENDOR TOTALS ===			10.00			
	=== PACKET TOTALS ===			1,125.00			

PACKET: 04408 January 1 EFT Payments

VENDOR SET: 01 City Vendors

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

\*\* T O T A L S \*\*

INVOICE TOTALS 1,125.00  
 DEBIT MEMO TOTALS 0.00  
 CREDIT MEMO TOTALS 0.00

BATCH TOTALS 1,125.00

\*\* G/L ACCOUNT TOTALS \*\*

BANK	YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
					ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2014		01 -19101	Due From General Fund	1,125.00 *				
		10 -22001	AP Pending (Due to Poole	1,125.00-*				
		10 -501.01-01-00	Salaries	10.00	220,852	220,842.00	220,852	220,842.00
		10 -501.01-32-00	Exp Allowance-Bd of Alde	405.00	4,860	4,455.00	4,860	4,455.00
		10 -501.01-33-00	Auto Allow-City Administ	100.00	3,000	2,900.00	3,000	2,900.00
		10 -505.03-05-00	Mobile Phone & Pagers	65.00	5,500	5,435.00	5,500	5,435.00
		10 -510.01-32-00	Expense Allow - Judge	45.00	540	495.00	540	495.00
		10 -510.03-05-00	Mobile Phone & Pagers	10.00	2,850	2,840.00	2,850	2,840.00
		10 -515.01-33-00	Auto Allow-Public Wks Di	250.00	3,000	2,750.00	3,000	2,750.00
		10 -515.03-05-00	Mobile Phones & Pagers	40.00	900	860.00	900	860.00
		10 -518.01-31-00	Auto Allowance - Other	200.00	0	200.00- Y	0	200.00-
			** 2014 YEAR TOTALS	1,125.00				

0000 ERRORS 0000 WARNINGS

\*\* END OF REPORT \*\*

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

## **CITY OF PARKVILLE**

### **Policy Report**

Date: Monday, December 30, 2013

Prepared By:  
Lauren Palmer  
City Administrator

Reviewed By:  
Sean Ackerson  
Community Dvlpt Director/Assistant City Administrator

ISSUE:

Authorize an agreement with Gilmore & Bell, P.C. for bond counsel services.

BACKGROUND:

The City currently receives bond counsel services from Janet Garms of Kutak Rock, LLP. Ms. Garms will retire at the end of the year, so a new bond counselor must be selected. On November 12, 2013, the Finance Committee authorized staff to conduct a qualifications-based selection process to determine the most qualified firm to provide bond counsel services. The selection must be completed before the issuance of permanent financing (general obligation bonds) for the Brink Myers and the Brush Creek Neighborhood Improvement Districts (NIDs).

The City received five proposals in response to the Request for Qualifications (RFQ). A selection committee comprised of city staff (Sean Ackerson, Matthew Chapman, and Lauren Palmer) and Mayor Brooks narrowed the field to two finalists for interviews. After conducting interviews, the selection committee recommends Gilmore & Bell as the most qualified firm to provide bond counsel services. Gilmore & Bell ranks first in the nation among bond counsel firms in number of issues. The firm is ranked first in Missouri in both number of issues closed and the principal amount of issues closed. The City's primary point of contact will be Rick McConnell. Mr. McConnell is a former city administrator with 13 years experience at Gilmore & Bell. He received strong reference recommendations from the City of Riverside, City of Independence, and Platte County.

BUDGET IMPACT:

Gilmore Bell negotiated a lump sum fee of \$24,000 for the Brink Myers NID issue and \$28,000 for the Brush Creek NID issue. These fees are on par with the five cost proposals received from responding firms, as indicated below.

RFQ Cost Proposals	Brush Creek	Brink Myers
Average	\$26,775	\$22,313
Median	\$26,775	\$24,311

As a point of reference, Kutak Rock received \$45,000 combined for the most recent temporary note refinancing (\$25,000 for Brink Myers Series 2013A and \$20,000 for Brush Creek Series 2013B). *Note: Kutak Rock discounted its fees for the Brush Creek refinancing in August 2013 due to the unexpected cost to the City. Fees related to prior Brush Creek transactions ranged from \$25,000 to \$47,400.*

The bond counsel fees will be rolled into the bond package along with other issuance costs, such as for the underwriter and financial advisor. Future issues will be priced based on the fee schedule included in Exhibit B of the agreement, but for each transaction bond counsel will negotiate and confirm fees with the City prior to beginning work.

---

ALTERNATIVES:

1. Approve an agreement with Gilmore & Bell, P.C. for bond counsel services.
2. Do not approve the agreement.
3. Table the item.

STAFF RECOMMENDATION:

Staff recommends that the Board of Aldermen recommend the Board of Aldermen approve an agreement with Gilmore & Bell, P.C. for bond counsel services.

FINANCE COMMITTEE RECOMMENDATION

On December 30, 2013, on a vote of 4-0, the Finance Committee approved an agreement with Gilmore & Bell, P.C. for bond counsel services.

SUGGESTED MOTION:

I move to approve an agreement with Gilmore & Bell, P.C. for bond counsel services.

POLICY:

The Purchasing Policy (Resolution #02-01-13) requires the Board of Aldermen to approve or reject contracts in excess of \$10,000 upon recommendation of the Finance Committee.

ATTACHMENT:

1. Engagement Letter Agreement
-



816-221-1000 MAIN  
816-221-1018 FAX  
GILMOREBELL.COM

GILMORE & BELL PC  
2405 GRAND BOULEVARD, SUITE 1100  
KANSAS CITY, MISSOURI 64108-2521

ST. LOUIS  
WICHITA  
OMAHA | LINCOLN

December 20, 2013

Ms. Lauren Palmer  
City Administrator  
City of Parkville  
8880 Clark Ave.  
Parkville, MO 64152

Re: Legal Services for the City of Parkville, Missouri

Dear Ms. Palmer:

The purpose of this engagement letter is to set forth certain matters concerning the services Gilmore & Bell, P. C. will perform for the City of Parkville, Missouri (the "City").

### SCOPE OF ENGAGEMENT

In this engagement, as bond counsel and disclosure counsel to the City we expect to perform the duties set forth in the Scope of Services, attached and incorporated herein by reference as **Exhibit A**.

In addition, at the request of the City, we will provide special counsel legal services and services related to post issuance compliance with ongoing federal tax and security law matters related to tax-exempt municipal bond issues. If these services are requested by the City, we will provide a separate scope of services for the project or task for which assistance has been requested.

In preparing and reviewing documents and notices related to a project or financing, we may look to representatives of the City and its other consultants to undertake the gathering and/or supplying of certain information required to be included in those documents, and we will coordinate our work with City staff and elected officials and other consultants engaged by the City.

### ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in any transaction we undertake for the City. We further assume that all other parties understand that in such transactions we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services are limited to those contracted for in this letter; the City's execution of this engagement letter will

constitute an acknowledgment of those limitations. Our representation of the City will not affect, however, our responsibility to render an objective legal opinion related to any financing undertaken by the City.

### TERM OF ENGAGEMENT

The initial term of the engagement will be five years from acceptance by the City, and after that will be subject to one year automatic annual renewals unless the City elects to perform a competitive process for services. The City may terminate the engagement at any time and for any reason. In the event that you choose to terminate our services, please advise us of such in writing.

### CONFLICTS

As you are aware, our firm represents many political subdivisions, underwriters and others. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. We also may represent, in unrelated matters, one or more of the entities involved in the issuance of bonds by the City. We do not believe any such representation will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the matters we undertake for the City so as to make such representations not adverse to our representation of the City or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of our representation of the City. Execution of this letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

### FEES

Except as set forth in the following paragraph, our proposed fees for the engagement as bond counsel and disclosure counsel are set forth in attached **Exhibit B**. The amount of fee charged will be dependent upon the amount of the transaction, the type of transaction and the services provided as noted in each fee schedule. In addition to the fees set forth in **Exhibit B**, if the transaction involves an advance refunding an additional fee of \$3,150 will be charged. Bond counsel and disclosure counsel fees are typically paid from the proceeds of the issuance at closing. It is anticipated that the fee schedules in **Exhibit B** will be followed in most instances, but variations either upward or downward may be appropriate depending on the nature and complexity of the financing and other matters. For each transaction we will negotiate and confirm our fee with the City prior to beginning work.

With respect to the two potential specific Neighborhood Improvement District financings that the City anticipates issuing in 2014, Series 2014A in the principal amount of \$3,525,000 and Series 2014B in the principal amount of \$4,935,000, our fees will be \$24,000 for the 2014A (Brink Meyer Road) and \$28,000 for the 2014B (Brush Creek Drainage). These amounts include bond counsel fees, plus acting as disclosure counsel to the City (including preparation of a Preliminary Official Statement and Final Official Statement) for each transaction.

Our fees as special counsel to the City related to economic development matters are typically billed on an hourly basis and in monthly installments. An hourly billing rate schedule is included in

**Exhibit B** for these special counsel services and any other special, non-bond issue projects where the City determines to use our services.

Our fees for post issuance compliance services are typically paid on an annual basis at a flat rate, with the amount dependent upon the type and amount of service being provided. We would be happy to discuss these arrangements and proposed fees at any time if the City would like to utilize these services.

In addition to the fees described above and set forth in **Exhibit B**, we will request reimbursement for out-of-pocket expenses incurred in connection with each transaction, such as travel expenses, postage, photocopying, long distance telephone calls, secretarial overtime and similar items.

#### **FIRM PERSONNEL**

Rick McConnell will be the primary contact for the engagement. Other attorneys at our firm may also perform services for the City on an as-needed basis, including Toni Stegeman and Gina Riekhof (general municipal finance), Rick Wright (securities law), Marc McCarty (tax law), Edward Sterling (real estate), David Bushek and Rich Wood (economic development) and Meghan McKernan (post-issuance compliance).

#### **RECORDS**

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of this engagement.

#### **CONCLUSION**

If the foregoing terms are acceptable to you, please so indicate by returning a copy of this engagement letter dated and signed by an authorized officer, retaining a copy for your files. We look forward to working with you.

**GILMORE & BELL, P.C.**

By: \_\_\_\_\_



Rick McConnell

**ACCEPTED AND APPROVED:**

**CITY OF PARKVILLE, MISSOURI**

\_\_\_\_\_  
By: James C. Brooks  
Title: Mayor

Date: \_\_\_\_\_

ATTESTED:

\_\_\_\_\_  
City Clerk Melissa McChesney

## **EXHIBIT A**

### **SCOPE OF SERVICES**

Gilmore & Bell, P.C. will serve as the City's bond counsel on debt financing projects. In any debt issuance, bond counsel will provide the following services unless otherwise directed by the City:

1. Render the objective legal opinion.
2. Provide independent legal advice regarding debt financing projects.
3. Advise the City on new or revised regulations and interpretations concerning tax-exempt debt issuance, including arbitrage restrictions. The firm's representative shall be available to answer questions from the City on the applicability of regulations to outstanding debt, including any debt issued prior to the commencement of this contract, and projected future debt issuance.
4. Act as issuer's disclosure counsel.
5. Prepare, or assist in the preparation of, the Preliminary Official Statement ("POS"), Official Statement ("OS"), and Notice of Sale ("NOS"). Provide language for sections of the O.S. in which bond counsel would normally be expected to provide summaries. These include, but are not limited to, document summaries of sections describing the Bonds/Notes and summaries of tax litigation matters.
6. Assist in planning and structuring the City's bond issue(s) and in supervision of the procedures of issuance.
7. Work in coordination with the City's Financial Advisor regarding bond issue(s).
8. Prepare documents necessary or appropriate to the authorization, issuance, sale and delivery of the bond(s).
9. Obtain from governmental authorities such approvals, validation, ruling, permissions, and exemptions as bond counsel determines to be necessary or appropriate to the issue.
10. Render opinions on questions related to the bonds, on applicability of federal and state laws, security agreements, eligibility for regulated investors, and any other relevant issues.
11. Assist in presenting information to bond rating organizations and bond insurers, if necessary.
12. Provide legal services related to all Bonds or other debt financing currently in existence which may be proposed from time to time during the period stated above.
13. Upon request, attend meetings at which relevant resolutions/ordinances are to be adopted by the Board of Aldermen.
14. Coordinate with the City Clerk to obtain all signatures and certifications on relevant documents.
15. Provide an opinion addressed to the City, the City's Financial Advisor and to the managing underwriter of any underwriting syndicate which is the successful purchaser of any of the City's Bonds/Notes regarding the adequacy and sufficiency of the P.O.S. and O.S. for the use by such underwriters in the sale or the marketing of the issue(s).
16. Coordinate with the City Attorney, as Issuer's Counsel, as appropriate with respect to debt financing projects.

**EXHIBIT B**  
**FEE SCHEDULES**

[Please see following pages]

## GENERAL OBLIGATION BONDS

### Bond Counsel Fee

<u>Principal Amount</u>	<u>Fee</u>
Under \$100,000	\$2,260
\$100,000 to \$500,000	\$2,260 + \$6.78 per \$1,000 over \$100,000
\$500,000 to \$2,500,000	\$4,970 + \$3.97 per \$1,000 over \$500,000
\$2,500,000 to \$5,000,000	\$12,890 + \$2.83 per \$1,000 over \$2,500,000
\$5,000,000 to \$10,000,000	\$19,980 + \$1.42 per \$1,000 over \$5,000,000
Over \$10,000,000	\$27,075 + \$0.85 per \$1,000 over \$10,000,000

It is anticipated that the above schedule will be followed in most instances, but variations either upward or downward may be appropriate depending on the nature and complexity of the financing and other matters.

### Disclosure Document Preparation

If we are called upon to prepare portions of the Official Statement, an additional fee in the range of \$7,985 to \$10,820 will be charged.

\* \* \*

## MUNICIPAL REVENUE BONDS

### **Bond Counsel Fee**

<u>Principal Amount</u>	<u>Fee</u>
Under \$100,000	\$2,835
\$100,000 to \$1,000,000	\$2,835 + \$6.78 per \$1,000 over \$100,000
\$1,000,000 to \$5,000,000	\$8,935 + \$3.97 per \$1,000 over \$1,000,000
\$5,000,000 to \$10,000,000	\$24,800 + \$2.26 per \$1,000 over \$5,000,000
Over \$10,000,000	\$36,075 + \$1.42 per \$1,000 over \$10,000,000

It is anticipated that the above schedule will be followed in most instances, but variations either upward or downward may be appropriate depending on the nature and complexity of the financing and other matters.

### **Disclosure Document Preparation**

If we are called upon to prepare portions of the Official Statement, an additional fee in the range of \$11,345 to \$14,185 will be charged.

\* \* \*

## MUNICIPAL EQUIPMENT LEASES

(Without COPs)

### Special Counsel Fee

<u>Principal Amount</u>	<u>Fee</u>
Under \$100,000	\$2,175
\$100,000 to \$500,000	\$2,175 + \$6.52 per \$1,000 over \$100,000
\$500,000 to \$2,500,000	\$4,785 + \$3.80 per \$1,000 over \$500,000
\$2,500,000 to \$5,000,000	\$12,390 + \$2.72 per \$1,000 over \$2,500,000
\$5,000,000 to \$10,000,000	\$19,195 + \$1.37 per \$1,000 over \$5,000,000
Over \$10,000,000	\$26,020 + \$.82 per \$1,000 over \$10,000,000

It is anticipated that the above schedule will be followed in most instances, but variations either upward or downward may be appropriate depending on the nature and complexity of the financing and other matters.

### Disclosure Document Preparation

If we are called upon to prepare portions of the Official Statement, an additional fee in the range of \$7,985 to \$10,800 will be charged.

\* \* \*

**MUNICIPAL FACILITIES LEASES  
(Without COPs)**

**Special Counsel Fee**

<u>Principal Amount</u>	<u>Fee</u>
Under \$500,000	\$8,480
\$500,000 to \$1,000,000	\$8,480 + \$5.65 per \$1,000 over \$500,000
\$1,000,000 to \$5,000,000	\$11,305 + \$3.97 per \$1,000 over \$1,000,000
\$5,000,000 to \$10,000,000	\$27,150 + \$2.26 per \$1,000 over \$5,000,000
Over \$10,000,000	\$37,390 + \$1.42 per \$1,000 over \$10,000,000

It is anticipated that the above schedule will be followed in most instances, but variations either upward or downward may be appropriate depending on the nature and complexity of the financing and other matters.

**Disclosure Document Preparation**

If we are called upon to prepare portions of the Official Statement, an additional fee in the range of \$8,510 to \$11,345 will be charged.

\* \* \*

## INDUSTRIAL DEVELOPMENT BONDS

### **Bond Counsel Fee**

<u>Principal Amount</u>	<u>Fee</u>
Under \$1,000,000	\$28,365
\$1,000,000 to \$5,000,000	\$28,365 + \$3.39 per \$1,000 over \$1,000,000
\$5,000,000 to \$10,000,000	\$41,940 + \$2.26 per \$1,000 over \$5,000,000
\$10,000,000 to \$50,000,000	\$53,235 + \$1.13 per \$1,000 over \$10,000,000
Over \$50,000,000	\$98,620 + \$0.85 per \$1,000 over \$50,000,000

It is anticipated that the above schedule will be followed in most instances, but variations either upward or downward may be appropriate depending on the nature and complexity of the financing and other matters.

### **Disclosure Document Preparation**

If the firm is both acting as bond counsel and preparing the disclosure document, we will charge an additional fee for our work on the Official Statement in the range of 1/3 to 1/2 of the bond counsel fee.

\* \* \*

63-20s and COPs

**Bond Counsel Fee**

<u>Principal Amount</u>	<u>Fee</u>
Under \$1,000,000	\$27,210
\$1,000,000 to \$5,000,000	\$27,210 + \$3.27 per \$1,000 over \$1,000,000
\$5,000,000 to \$10,000,000	\$40,280 + \$2.17 per \$1,000 over \$5,000,000
\$10,000,000 to \$50,000,000	\$51,155 + \$1.09 per \$1,000 over \$10,000,000
Over \$50,000,000	\$94,860 + \$0.82 per \$1,000 over \$50,000,000

It is anticipated that the above schedule will be followed in most instances, but variations either upward or downward may be appropriate depending on the nature and complexity of the financing and other matters.

**Disclosure Document Preparation**

If the firm is both acting as bond counsel and preparing the disclosure document, we will charge an additional fee for our work on the Official Statement in the range of 1/3 to 1/2 of the bond counsel fee.

\* \* \*

**TIF, TDD and CID**

**Bond Counsel Fee**

<u>Principal Amount</u>	<u>Fee</u>
Under \$1,000,000	\$28,365
\$1,000,000 to \$5,000,000	\$28,365 + \$3.39 per \$1,000 over \$1,000,000
\$5,000,000 to \$10,000,000	\$41,940 + \$2.26 per \$1,000 over \$5,000,000
\$10,000,000 to \$50,000,000	\$53,235 + \$1.13 per \$1,000 over \$10,000,000
Over \$50,000,000	\$98,620 + \$0.85 per \$1,000 over \$50,000,000

It is anticipated that the above schedule will be followed in most instances, but variations either upward or downward may be appropriate depending on the nature and complexity of the financing and other matters.

**Disclosure Document Preparation**

If the firm is both acting as bond counsel and preparing the disclosure document, we will charge an additional fee for our work on the Official Statement in the range of 1/3 to 1/2 of the bond counsel fee.

\* \* \*

**NEIGHBORHOOD IMPROVEMENT DISTRICT  
GENERAL OBLIGATION BONDS**

**Bond Counsel Fee**

<u>Principal Amount</u>	<u>Fee</u>
Under \$100,000	\$3,805
\$100,000 to \$250,000	\$3,805 plus \$14.71 per \$1,000 over \$100,000
\$250,000 to \$500,000	\$6,010 plus \$11.31 per \$1,000 over \$250,000
\$500,000 to \$1,000,000	\$8,835 plus \$6.79 per \$1,000 over \$500,000
\$1,000,000 to \$10,000,000	\$12,230 plus \$4.53 per \$1,000 over \$1,000,000
Over \$10,000,000	\$52,985 plus \$1.70 per \$1,000 over \$10,000,000

It is anticipated that the above schedule will be followed in most instances, but variations either upward or downward may be appropriate depending on the nature and complexity of the financing and other matters.

**Principal Amount**

The "principal amount" upon which the fee is based will in most instances be the finally assessed project cost (before reductions resulting from assessments paid in cash).

**Temporary Notes**

The fee will be two-thirds (2/3) of the fee for a bond issue of the same size.

**Disclosure Document Preparation**

If we are called upon to prepare portions of the Official Statement, an additional fee in the range of \$6,515 to \$8,195 will be charged

\* \* \*

**TAX ABATEMENT IRBS**

**(Company or Company's Bank as Bondholder)**

**Bond Counsel Fee**

<u>Principal Amount</u>	<u>Fee</u>
Under \$1,000,000	\$17,860
\$1,000,000 to \$3,000,000	\$23,115
\$3,000,000 to \$5,000,000	\$26,265
\$5,000,000 to \$10,000,000	\$31,520
\$10,000,000 to \$15,000,000	\$42,025
\$15,000,000 to \$20,000,000	\$47,270
\$20,000,000 to \$25,000,000	\$52,530
Over \$25,000,000	To be quoted

It is anticipated that the above schedule will be followed in most instances, but variations either upward or downward may be appropriate depending on the nature and complexity of the financing and other matters.

**Cost Benefit Analysis**

We can perform the Missouri statutory cost-benefit analysis for an additional \$5,255 (including mailing to taxing jurisdictions).

\* \* \*

## HOURLY BILLING RATE SCHEDULE

	<u>Governmental Clients</u>	<u>Special Tax Matters</u>
Shareholder	\$320	\$375-510
Associate	160	220-345
Legal Assistant	105	105-145
Financial Analyst	105	90-150

\* \* \*

## **CITY OF PARKVILLE**

### **Policy Report**

Date: December 26, 2013

Prepared By:  
Lauren Palmer  
City Administrator

Reviewed By:  
Steve Berg  
City Treasurer

ISSUE:

Resolution to delegate to staff the authority of the Board of Aldermen to file property liens for delinquent sewer bills.

BACKGROUND:

On August 20, 2013, the Board of Aldermen adopted Ordinance No. 2701 to enact new provisions in the Municipal Code related to penalties for late payment of sewer service bills. In addition to imposing late charges and disconnecting water service, the Board may file a notice of delinquency with the Recorder of Deeds of Platte County and apply a lien upon the property for a sewer bill that remains unpaid for 90 or more days.

Due to the administrative costs and paperwork involved, staff has not yet applied a property lien for delinquent sewer service and instead has tried to resolve all accounts through disconnection of water service. However, there are a number of accounts with unique circumstances in which a property lien is recommended to secure the City's interest. Those circumstances are as follows:

1. If a property is listed for sale or may be listed for sale in the immediate future, a property lien will ensure that the account is settled before the property changes ownership.
2. The City's agreement with Missouri American Water Company for termination of water services stipulates numerous circumstances under which the company will not disconnect service (employee work stoppages, court order, board of health order, etc.). If the water company is unable to complete a disconnection for any reason, a property lien is an alternative method to protect the City's interest.
3. If the City disconnects water services and the bill remains unpaid, a property lien should be applied. The City has encountered this scenario one time for a property this is vacant and, therefore, not required to restore water service to maintain occupancy.
4. A property lien may be used in addition to or in lieu of water service disconnection for rental properties in which the tenant is the customer, because the tenant may abandon the property.
5. One time per calendar year, the City allows customers for delinquent accounts to enter into a Promise to Pay agreement and establish a payment plan to incrementally resolve past due charges. Several customers have entered into agreements and paid a portion of past due charges in order to avoid immediate water service disconnection. For customers with particularly high past due balances or extended payment plans (more than 30 days), a property lien is recommended to provide additional security for the City. The lien may be released upon satisfactory adherence to all provisions of the Promise to Pay agreement.

Addressing delinquent sewer accounts is an ongoing process. Staff tracks accounts and sends overdue notices on a routine monthly basis. It is impractical and slows the process to require Board of Aldermen action for each individual property lien. As an efficiency measure, staff recommends that the Board delegate its authority to the City Administrator to file property liens as needed when one or more of the circumstances described herein applies.

---

**BUDGET IMPACT:**

There is no direct budget impact associated with this action. The City incurs an administrative fee to Platte County to assess a property lien, but that cost is passed on to the customer.

**ALTERNATIVES:**

1. Approve Resolution No. 01-02-14 to delegate authority to the City Administrator to apply a property lien for a delinquent sewer account.
2. Do not approve the Resolution and require Board of Aldermen action for all liens related to delinquent sewer accounts.
3. Modify the Resolution to meet the desires of the Board of Aldermen.
4. Table the item.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Aldermen approve the resolution to delegate the Board's authority to the City Administrator to apply a property lien for a delinquent sewer account.

**POLICY:**

The City Attorney reviewed the ordinance and proposed resolution and determined that it is within the Board's discretion to delegate this authority to staff to act on its behalf.

**SUGGESTED MOTION:**

I move to approve Resolution No. 01-02-14 to delegate authority to the City Administrator to file a lien upon property for delinquent bills for sewerage service.

**ATTACHMENTS:**

1. Resolution No. 01-02-14
  2. Notice of Delinquency
-



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

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***CITY OF PARKVILLE, MO.  
RESOLUTION # 01-02-14***

**A RESOLUTION TO DELEGATE TO THE CITY ADMINISTRATOR THE AUTHORITY OF THE BOARD OF ALDERMEN TO FILE A LIEN UPON PROPERTY FOR DELINQUENT BILLS FOR SEWERAGE SERVICE.**

WHEREAS, on August 20, 2013, the Board of Aldermen adopted Ordinance No. 2701 amending and repealing existing Title VII, Chapter 700 of the Municipal Code of the City of Parkville and enacting new provisions relating to the late payment of bills for sewerage service; and

WHEREAS, Section 700.420.C of the Municipal Code of the City of Parkville authorizes the Board of Aldermen to file with the Recorder of Deeds of Platte County a notice of delinquency and create a lien upon the property for any bill for sewerage services that shall be and remain due and unpaid ninety (90) days following the date it is due; and

WHEREAS, it is impractical and delays the process to require action by the Board of Aldermen to file each property lien with the Recorder of Deeds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN FOR THE CITY OF PARKVILLE AS FOLLOWS:

Section 1. The Board of Aldermen delegates to the City Administrator its authority under Section 700.420 of the Municipal Code to file a lien upon a property for a delinquent bill for sewerage services that remains due and unpaid for ninety (90) or more days.

Section 2. A property lien may be filed administratively by the City Administrator in any one or more of the following circumstances: (1) the affected property is listed for sale or may be listed for sale in the immediate future; (2) the affected property is not eligible for disconnection of water services under the terms of the Termination of Water Service Agreement between the City of Parkville and Missouri-American Water Company; (3) water service has been disconnected to the property and the delinquent bill remains unpaid; (4) the customer accruing the delinquent bill is not the property owner; and (5) the customer for the affected property has established a payment plan with the City of Parkville in order to avoid disconnection of water services.

IN TESTIMONY WHEREOF, I have hereunto set my hand, in the City of Parkville this 7<sup>th</sup> day of January 2014.

---

Mayor James C. Brooks

ATTESTED:

---

City Clerk Melissa McChesney

