



Notes: During the regular meeting, a closed executive session will be held to discuss personnel matters pursuant to RSMo 610.021(3).

BOARD OF ALDERMEN
Regular Meeting Agenda
CITY OF PARKVILLE, MISSOURI
Tuesday, February 3, 2015 7:00 pm
City Hall Boardroom

Next numbers: Bill No. 2828 / Ord. No. 2798

1. CALL TO ORDER

- A. Roll Call
- B. Pledge of Allegiance

2. CITIZEN INPUT

3. MAYOR'S REPORT

- A. Proclaim February 11, 2015 as United Way 2-1-1 Day
- B. Present a Certificate of Recognition to the Park University women's volleyball team
- C. Presentation of the Park University Economic Impact Report
- D. Appoint Douglas Wylie to the Planning and Zoning Commission through May 2017

4. CONSENT AGENDA

- A. Approve the minutes for the January 20, 2015 regular meeting
- B. Approve the minutes for the January 20, 2015 special meeting
- C. Approve the minutes for the January 20, 2015 work session
- D. Receive and file the December sewer report
- E. Approve a retailer of intoxicating liquor in original package with Sunday sales liquor license for Twin Star Energy #3087 located at 6316 Highway 9
- F. Approve accounts payable from January 15 to January 29, 2015

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 agenda and recommended motions for each item as presented".

5. ACTION AGENDA

- A. Approve the renewal of Property & Liability and Worker's Compensation & Employer's Liability coverage with Midwest Public Risk for July 1, 2015 through June 30, 2016 (Administration)
- B. Approve a sanitary sewer services agreement with the Platte County Regional Sewer District for the Eastside service area (Public Works)

- C. Approve an ordinance approving the Thousand Oaks Thirteenth Plat, Phase B, Final Plat, as revised – Case PZ13-06; applicant, David Barth, Forest Park Development Company, LLC of Kansas City (Community Development)
- D. Authorize staff to petition the Missouri Highways and Transportation Commission to vacate portions of 45 Highway rights-of-way north and south of the roundabout at National Drive and to negotiate associated terms and agreements; applicant, Tony Borchers, FiveStar Lifestyles (Community Development)

6. STAFF UPDATES ON ACTIVITIES

- A. Administration
 - 1. Platte Landing Park Ecosystem Restoration Project

7. COMMITTEE REPORTS & MISCELLANEOUS ITEMS FROM THE BOARD

8. EXECUTIVE SESSION

- A. Personnel matters per RSMo 610.021(3)

9. ADJOURN

General Agenda Notes:

This agenda closed at noon on Thursday, January 29, 2015. 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.



PROCLAMATION

2-1-1 DAY IN PARKVILLE

WHEREAS, the City of Parkville hopes that all of its citizens enjoy healthy, meaningful and productive lives; and

WHEREAS, United Way of Greater Kansas City advances the common good for all our citizens by creating opportunities for a better life for everyone; and

WHEREAS, United Way of Greater Kansas City has sponsored the United Way 2-1-1 information resource in our region since 2006; and

WHEREAS, United Way 2-1-1 is a 24-hour call center and online database resource available at no charge to the citizens of Parkville, connecting more than 120,000 callers from 23 counties every year with the community resources they need for assistance with basic needs, education, financial stability, health care, veterans services, volunteer opportunities, and emergency responses; and

WHEREAS, United Way 2-1-1 has answered more than one million calls from people in need from throughout the Greater Kansas City region in the past seven years; and

WHEREAS, United Way 2-1-1 answered 8,626 calls in the Kansas City Northland in 2014, including 408 calls in the 64152 zip code; and

WHEREAS, United Way's Northland Community Advisory Council strongly supports and endorses the critical services that United Way 2-1-1 provides for the citizens of our region; and

WHEREAS, United Way 2-1-1 is a critical and necessary service for those who live in Parkville.

NOW, THEREFORE, I, Nanette K. Johnston, Mayor of the City of Parkville, Missouri do hereby proclaim **Wednesday, February 11, 2015, as 2-1-1 Day of Awareness in Parkville** and urge everyone in Parkville to give, advocate and volunteer to support the 2-1-1 service.

Signed and dated this 3rd day of February, 2015.

Mayor Nanette K. Johnston



CERTIFICATE OF RECOGNITION

The Parkville Board of Aldermen presents this Certificate of Recognition to the

Park University Women's Volleyball Team

in honor of winning the 2014 NAIA National Tournament, defeating the University of Texas at Brownsville in three sets on December 6, 2014 and for being the only undefeated team in all of collegiate volleyball in 2014.

Congratulations to Wanessa Siquiera for being named Capital One Academic All-America Volleyball Academic All-American of the Year.

The City also congratulates Coach Mike Talamantes for being selected as the 2014 American Volleyball Coaches Association NAIA National Coach of the Year and the Kansas City Sports Commission's Burns and McDonnell Coach of the Year.

The City of Parkville commends the squad for not only their amazing talents as students and athletes, but for representing Park University with class and good sportsmanship.

On behalf of the Mayor and Board of Aldermen of Parkville, Missouri, this Certificate of Recognition is presented to the Park University Women's Volleyball Team this 3rd day of February, 2015.

Mayor Nanette K. Johnston

ATTESTED:

Melissa McChesney, City Clerk

PARK UNIVERSITY 2015 LOCAL LEGISLATIVE AGENDA



ABOUT PARK UNIVERSITY

LOCATION: Founded in 1875 at its historic site in Parkville, Mo., Park University currently enjoys a distinguished position in higher education as a growing entrepreneurial institution with 42 campus centers in 21 states, in addition to our extensive online program.

WHO WE ARE: A private, independent comprehensive Master's institution, accredited by the Higher Learning Commission of the North Central Association of Colleges and Universities.

BY THE NUMBERS:

- Total Number of Students: 18,763
- Diversity: 41 percent
- International Student Population: 430 students representing 65 countries
- Military Student Population: 61 percent (active duty, dependents, retired or Department of Defense)
- Annual Budget: \$75 million
- Endowment: \$63.8 million (including land value)
- Total Full-Time Employees: More than 600 nationwide

KC METRO ECONOMIC IMPACT:

- Jobs Generated: 3,000
- Real Total Economic Output: \$242 million
- Real Gross Domestic Product: \$158 million
- Real After-Tax Personal Income: \$100 million

Source: Mid-America Regional Council

PARK'S PROMISE:

Serving those who serve their community and country with personalized, globally-relevant education for life.

CONTACT:

David Fowler, President
Park University
8700 NW River Park Drive
Parkville, MO 64152
Phone: (816) 584-6202 | Fax: (816) 741-5812
E-mail: president@park.edu

Find out more about us at: WWW.PARK.EDU

OUR COMMITMENT: At Park University, we serve a diverse student population, including significant military and international representation. Our educational programs prepare students for the complex roles they will play in a globally interconnected world. We stand committed to educational access and support legislation that will make the "American dream" of a university education a reality for all who wish to pursue that goal. Park University's Platte County roots date back to 1875, and Park began serving students in downtown Kansas City in the 1970s.

TRANSPORTATION: Park University's learner population includes significant numbers of commuter and international students. The absence of public transportation service hinders enrollment, restricts opportunities for off-campus employment and prevents international students from accessing commercial and retail centers. Park University stands ready to collaborate with public and private partners to develop transportation solutions which serve both the University and local residents.

- Park University supports efforts to promote ridership on Kansas City's streetcar line and public funding of transportation routes to and from Parkville.

INFRASTRUCTURE: Park University's future growth and development necessitates ongoing improvement of surrounding highways, streets, bridges and sidewalks.

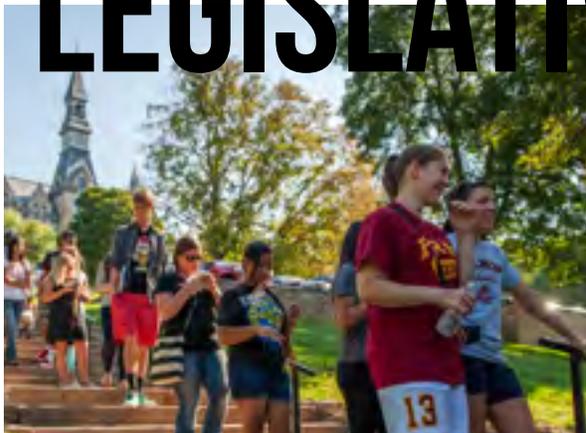
- Park University supports infrastructure project funding and legislative initiatives that improve the prospect of future economic success as well as enhance the safety of University constituents and local residents, especially along the Missouri Highway 9 corridor between 45 Highway and Downtown Kansas City.

ECONOMIC DEVELOPMENT: Park University plays a pivotal role in the region's growth and economic development in four dimensions: as one of the region's largest educational providers; as an employer of more than 600 Missouri taxpayers; as the owner of the Parkville Commercial Underground, an innovative commercial space for small businesses, wholesalers and light manufacturers; and as a founding member of the Parkville Economic Development Council.

- Park University supports innovative tools that connect universities and cities to enhance economic development.
- Park University supports the creation of incentives for the data center industry.



PARK UNIVERSITY 2015 STATE LEGISLATIVE AGENDA



ABOUT PARK UNIVERSITY

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- International Student Population: 430 students representing 65 countries
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- Annual Budget: \$75 million
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- Jobs Generated: 3,000
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Find out more about us at: WWW.PARK.EDU

OUR COMMITMENT: At Park University, we serve a diverse student population, including significant military and international representation. Our educational programs prepare students for the complex roles they will play in a globally interconnected world. We stand committed to educational access and support legislation that will make the "American dream" of a university education a reality for all who wish to pursue that goal.

Park University's Missouri roots date back to 1875, and Park began serving students in downtown Kansas City in the 1970s.

ACCESS MISSOURI: Access Missouri was designed to ensure that students of working class and lower income families have access to the college that best meets their needs in the state of Missouri. For many students, participation in this program is the difference between affording to go to college and not being able to go at all. Many of these students are not going to be able to borrow their way out of this predicament.

- Park University supports full funding of the Access Missouri program.
- Park University supports programs and funding to retain and attract STEM graduates.
- Park University opposes legislation that discriminates against Missouri's independent colleges and universities.

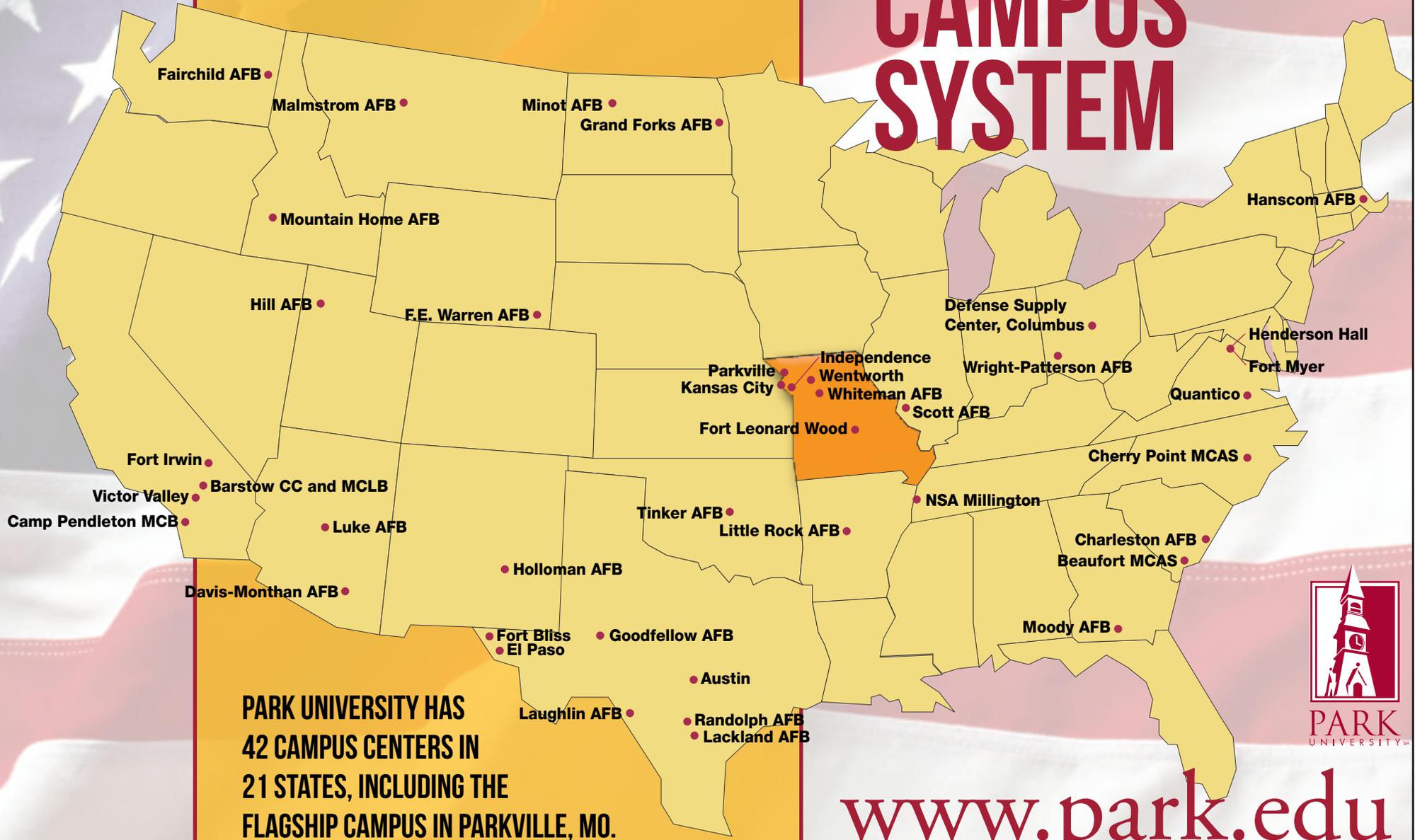
ECONOMIC DEVELOPMENT: Park University plays a pivotal role in Missouri's growth and economic development in four dimensions: as one of the state's largest educational providers; as an employer of more than 600 Missouri taxpayers; as the owner of the Parkville Commercial Underground, an innovative commercial space for small businesses, wholesalers and light manufacturers; and as a founding member of the Parkville Economic Development Council.

- Park University supports innovative tools that connect universities and cities to enhance economic development.
- Park University supports the creation of incentives for the data center industry.
- Park University supports university technology transfer and commercialization activities.
- Park University supports infrastructure project funding and legislative initiatives that improve the prospect of future economic success as well as enhance the safety of University constituents and local residents, especially along the Missouri Highway 9 corridor between 45 Highway and Downtown Kansas City.



PARK
UNIVERSITYSM

EXTENDED CAMPUS SYSTEM



**PARK UNIVERSITY HAS
42 CAMPUS CENTERS IN
21 STATES, INCLUDING THE
FLAGSHIP CAMPUS IN PARKVILLE, MO.**



www.park.edu

CITY OF PARKVILLE
Policy Report

Date: January 27, 2015

Prepared By:
Melissa McChesney
City Clerk

Reviewed By:
Lauren Palmer
City Administrator

On Behalf of:
Nan Johnston
Mayor

ISSUE:
Approve the appointment of Doug Wylie to the Planning & Zoning Commission through May 2017.

BACKGROUND:
Parkville Municipal Code Section 110.140 states the Mayor, with the consent of the Board of Aldermen, shall make appointments to City commissions, committees and boards. Mr. Wylie will be filling a vacant position previously held by Robert Lock that expires in May 2017.

BUDGET IMPACT:
There is no impact to the budget.

ALTERNATIVES:

1. Accept the Mayor's nomination by voice vote.
2. Reject the Mayor's nomination and request alternative nominations.
3. Postpone action.

POLICY:
Parkville Municipal Code Section 110.140 states the Mayor, with consent and approval of the Board of Aldermen, shall make appointments to City commissions, committees and boards.

SUGGESTED MOTION:
I move to approve the appointment of Douglas Wylie to the Planning & Zoning Commission through May 2017.

ATTACHMENTS:

1. Resume

Douglas P. Wylie

Facilities Planning and Support Services Manager

(816) 274-4745 (W) (816) 741-7714 (H)

Dwylie1@Hallmark.com and doug6517@aol.com

SUMMARY OF WORK QUALIFICATIONS

Hallmark/Crown Center (May 1984 - Present)

Current Position:

Consulting Facilities Planning Engineer/
Facilities Procurement and Support Services Manager

Major Responsibilities include:

Forecast and Track Growth and Business Direction
Approve Facility Purchases and Administer Facility Contracts
Plan and Optimize for Organizational Change
Capital and Expense Budget Planning and Forecasting

EDUCATION

University of Missouri - Columbia (1980-1983)

Columbia, MO

Master of Science - Industrial Engineering (1983)

Simpson College (1973- 1977)

Indianola, IA

Bachelor of Arts - Mathematics (1977)

PROFESSIONAL & COMMUNITY EXPERIENCE

- Produce Master Plan for Hallmark Campus as modified by changing organizational requirements
- Management of annual Hallmark Leases in Pershing and Union Station. Budgets between \$6.0 MM to \$12.0 MM
- Discover the business needs of each organization at Headquarters to enhance their work process
- Member of the Board of Directors for Parkville Height Homeowners Association for 12 years. (Last 3 years as President)
- Assemble capital and major expense facility plans for Hallmark plants and Crown Center
- Provide planning and low cost solutions for Hallmark subsidiaries
- Provide annual analysis of facility costs for benchmarking
- Provided facility planning for the Kansas City, MO School District in 1992-3
- Provided facility planning for the Park Hill School District in 1998-9

1. CALL TO ORDER

A regular meeting of the Board of Aldermen was convened at 7:00 p.m. on Tuesday, January 20, 2015, and was called to order by Mayor Nanette K. Johnston. City Clerk Melissa McChesney called the roll as follows:

Ward 1 Alderman Kari Lamer	- present
Ward 1 Alderman Diane Driver	- present
Ward 2 Alderman Jim Werner	- present
Ward 2 Alderman Dave Rittman	- present
Ward 3 Alderman David Jones	- present
Ward 3 Alderman Robert Lock	- present
Ward 4 Alderman Marc Sportsman	- absent with prior notice
Ward 4 Alderman Greg Plumb	- present

A quorum of the Board of Aldermen was present.

The following staff was also present:

- Lauren Palmer, City Administrator (arrived late)
- Sean Ackerson, Assistant City Administrator/Community Development Director
- Alysen Abel, Public Works Director
- Kevin Chrisman, Police Chief
- Tim Blakeslee, Assistant to the City Administrator
- Steve Chinn, City Attorney

Mayor Johnston led the Board in the Pledge of Allegiance to the Flag of the United States of America.

2. CITIZEN INPUT

A. Update from Main Street Parkville Association

Ed Bradley, Main Street Parkville Association treasurer, provided an overview of the Main Street Parkville Association.

B. Community Land and Recreation Board 2014 Accomplishments

Michelle Flamm, Community Land and Recreation Board chair, provided an overview of accomplishments made by the Board in 2014. A copy of the accomplishments was submitted prior to the meeting and is appended hereto as Exhibit A.

3. MAYOR'S REPORT

Mayor Johnston welcomed Bob Lock who was appointed as Ward 3 alderman during the special meeting to fill vacant term through the second meeting in April 2015.

4. CONSENT AGENDA

- A. Approve the minutes for the January 6, 2015 regular meeting
- B. Receive and file the financial report for the month ending December 31, 2014
- C. Receive and file the crime statistics for January through November, 2014
- D. Approve additional services to a contract with Ace Pipe Cleaning for the 2015 sewer line closed circuit television and cleaning project
- E. Approve the purchase of up to \$17,500 worth of salt and sand from Dale Brothers, Inc. through spring of 2015
- F. Approve Resolution No. 01-02-15 employing Janice Davis as a part-time Public Works Administrative Assistant
- G. Approve accounts payable from December 30, 2014 to January 13, 2015

IT WAS MOVED BY ALDERMAN DRIVER AND SECONDED BY ALDERMAN WERNER TO **APPROVE THE CONSENT AGENDA AND RECOMMENDED MOTION FOR EACH ITEM, AS PRESENTED.** ALL AYES; MOTION PASSED 7-0.

5. ACTION AGENDA

A. Approve Resolution No. 01-03-15 employing Travis Burch as a police officer

Police Chief Kevin Chrisman said that Mr. Burch previously worked as a security officer and graduated from the police academy in December 2013.

IT WAS MOVED BY ALDERMAN DRIVER AND SECONDED BY ALDERMAN WERNER TO **APPROVE RESOLUTION NO. 01-03-15 EMPLOYING TRAVIS M. BURCH AS A POLICE OFFICER, EFFECTIVE JANUARY 21, 2015.** ALL AYES; MOTION PASSED 7-0.

B. Approve the second reading of Bill No. 2817 approving an ordinance to upgrade the City's enrollment in the Missouri Local Government Employees Retirement System from the lowest tier L-1 to the next tier L-3

Human Resources/Finance Director Matthew Chapman explained that the City joined the Missouri Local Government Employees Retirement System (LAGERS) in 2009 at the lowest benefit level. Staff was surveyed and requested increased participation in the retirement program which cost approximately \$41,500.

IT WAS MOVED BY ALDERMAN DRIVER AND SECONDED BY ALDERMAN WERNER THAT BILL NO. 2817 BE PASSED TO SECOND READING BY TITLE ONLY. ALL AYES; MOTION CARRIED 7-0.

IT WAS MOVED BY ALDERMAN DRIVER AND SECONDED BY ALDERMAN WERNER THAT BILL NO. 2817, AN ORDINANCE **ADOPTING A CHANGE IN THE BENEFIT PROGRAM OF COVERED EMPLOYEES UNDER THE MISSOURI LOCAL GOVERNMENT EMPLOYEES RETIREMENT SYSTEM,** BE APPROVED ON SECOND READING TO BECOME ORDINANCE NO. 2796. ALL AYES BY ROLL CALL VOTE: PLUMB, LOCK, WERNER, DRIVER, LAMER, RITTMAN AND JONES. MOTION PASSED 7-0.

C. Conduct a public hearing and approve an ordinance to implement a 3.0% rate increase for the sewer utility

Human Resources/Finance Director Matthew Chapman stated the rate increase would impact the average household by approximately \$1.08 per month. In addition, the ordinance would eliminate the separate fee charged to Riverchase residents. Assistant City Administrator/ Community Development Director Sean Ackerson noted the fee was due to improvements installed to support the subdivision.

Mayor Johnston opened the floor to public comments. Hearing none, she closed the public hearing.

IT WAS MOVED BY ALDERMAN DRIVER AND SECONDED BY ALDERMAN WERNER THAT BILL NO. 2827, AN ORDINANCE **ADOPTING A 3.0% INCREASE TO THE SEWER BASE CHARGE, SEWER USE CHARGE AND SURCHARGE FOR CUSTOMERS OF THE PARKVILLE SEWER SYSTEM,** BE APPROVED ON FIRST READING. ALL AYES; MOTION CARRIED 7-0.

IT WAS MOVED BY ALDERMAN DRIVER AND SECONDED BY ALDERMAN WERNER THAT BILL NO. 2827 BE APPROVED ON FIRST READING AND PASSED TO SECOND READING BY TITLE ONLY. ALL AYES; MOTION CARRIED 7-0.

IT WAS MOVED BY ALDERMAN DRIVER AND SECONDED BY ALDERMAN WERNER THAT BILL NO. 2827 BE APPROVED ON SECOND READING TO BECOME ORDINANCE NO. 2797. ALL AYES BY ROLL CALL VOTE: PLUMB, LOCK, WERNER, DRIVER, LAMER, RITTMAN AND JONES. MOTION PASSED 7-0.

City Administrator Lauren Palmer joined the meeting at 7:37 p.m.

6. STAFF UPDATES ON ACTIVITIES

A. Administration

1. Route 9 Entryway Project

City Administrator Lauren Palmer explained the entryway design was submitted to the Missouri Department of Transportation (MoDOT) and received small edits, but staff was assured by MoDOT that the delay would not jeopardize the grant funding. She added staff hoped to have the design ready to bid in the spring.

In regards to the street lights, Palmer stated the Board directed staff to work with Park University who showed interest in a partnership for the street lights. The design called for 15 lights that extended on the north side of Highway 9 to east of the Park University entrance and seven on the south side. Park University tentatively offered to provide annual maintenance funding for the lights on the north side in exchange for assurance of exclusivity to use the banner brackets on the lights, but staff was working out the details. Palmer added staff would meet with the Main Street Parkville Association to coordinate before finalizing the agreement.

Palmer said staff was working on two other agreements with MoDOT, one for a right-of-way agreement for placement of the lights and the other for sidewalks. Several actions would come back to the Board, including right-of-way acquisition with Park University for the entryway sign. Palmer added the project had to follow Federal regulations and the process could not be initiated until the final design was approved by MoDOT.

Palmer updated the Board that two interns from the Northland Center for Advanced Professional Studies (CAPS) program were hired and that one of the projects would be the time capsule associated with the entryway project.

2. Regional Household Hazardous Waste Collection Program

City Administrator Lauren Palmer stated that the Mid-America Regional Council informed staff that due to low turnout and high cost, the joint Riverside/Parkville event would be held every other year and there would be no event in 2015. She added that there were still opportunities for residents to drop off household hazardous waste throughout the year. Staff would continue to review options for a site to hold the 2016 event in Parkville.

B. Police Department

Police Chief Kevin Chrisman provided an update on the deer hunt at Park University, noting the numbers were down from 2014, and thanked Park University for their partnership.

C. Public Works

Public Works Director Alysén Abel said there was a prescribed burn scheduled at Platte Landing Park on January 22 to remove invasive vegetation.

7. COMMITTEE REPORTS & MISCELLANEOUS ITEMS FROM THE BOARD

Alderman Plumb noted he attended the Missouri Municipal League meeting regarding limitations on investments by cities and state agencies.

8. EXECUTIVE SESSION

IT WAS MOVED BY ALDERMAN DRIVER AND SECONDED BY ALDERMAN WERNER TO **ENTER INTO EXECUTIVE SESSION TO DISCUSS PERSONNEL MATTERS PER RSMO 610.021(3)**. ALL AYES; MOTION PASSED 7-0.

The Board entered into the Executive Session at 7:55 p.m. At 9:02 p.m., the Board reconvened in open session.

Clerks Note: The minutes from the Executive Session are on file with the City Clerk.

Mayor Johnston announced no votes were taken as a result of the executive session.

9. ADJOURN

IT WAS MOVED BY ALDERMAN DRIVER AND SECONDED BY ALDERMAN PLUMB TO **ADJOURN THE JANUARY 20, 2015 REGULAR BOARD MEETING AT 9:04 P.M.** ALL AYES; MOTION PASSED 7-0.

The minutes for Tuesday, January 20, 2015, having been read and considered by the Board of Aldermen, and having been found to be correct as written, were approved on this the third day of February 2015.

Submitted by:

City Clerk Melissa McChesney

1. CALL TO ORDER

A special meeting of the Board of Aldermen was convened at 6:31 p.m. on Tuesday, January 20, 2015, and was called to order by Mayor Nanette K. Johnston. City Clerk Melissa McChesney called the roll as follows:

Ward 1 Alderman Kari Lamer	- present
Ward 1 Alderman Diane Driver	- present
Ward 2 Alderman Jim Werner	- present
Ward 2 Alderman Dave Rittman	- present
Ward 3 Alderman David Jones	- present
Ward 4 Alderman Marc Sportsman	- absent with prior notice
Ward 4 Alderman Greg Plumb	- present

The following staff was also present:
Sean Ackerson, Asst. City Administrator/Comm. Dvlpt. Director
Kevin Chrisman, Police Chief
Alysen Abel, Public Works Director
Melissa McChesney, City Clerk

2. ACTION AGENDA

A. Approve an ordinance to appoint Robert Lock as Ward 3 Alderman

Mayor Nan Johnston explained that former Ward 3 alderman Kendall Welch resigned the position effective December 16, 2014, leaving a vacancy in the position. The appointment would fill the vacancy through the second meeting in April.

Alderman Jones explained the selection process and thanked the applicants for their interest in serving. The selection committee recommended appointing Robert Lock to serve as Ward 3 alderman.

IT WAS MOVED BY ALDERMAN DRIVER AND SECONDED BY ALDERMAN WERNER THAT BILL NO. 2826, AN ORDINANCE **APPOINTING ROBERT LOCK TO SERVE AS WARD 3 ALDERMAN UNTIL THE SECOND MEETING IN APRIL 2015**, BE APPROVED ON FIRST READING. ALL AYES; MOTION CARRIED 6-0.

IT WAS MOVED BY ALDERMAN DRIVER AND SECONDED BY ALDERMAN WERNER THAT BILL NO. 2826 BE APPROVED ON FIRST READING AND PASSED TO SECOND READING BY TITLE ONLY. ALL AYES; MOTION CARRIED 6-0.

IT WAS MOVED BY ALDERMAN DRIVER AND SECONDED BY ALDERMAN WERNER THAT BILL NO. 2826 BE APPROVED ON SECOND READING TO BECOME ORDINANCE NO. 2795. ALL AYES BY ROLL CALL VOTE: PLUMB, WERNER, DRIVER, LAMER, RITTMAN AND JONES. MOTION PASSED 6-0.

B. Oath of Office administered by the City Clerk

City Clerk Melissa McChesney administered the oath of office to Robert Lock as Ward 3 alderman.

3. ADJOURN

IT WAS MOVED BY ALDERMAN DRIVER AND SECONDED BY ALDERMAN WERNER TO **ADJOURN THE JANUARY 20, 2015, SPECIAL BOARD MEETING AT 6:36 P.M.** ALL AYE, MOTION PASSED 6-0.

MINUTES OF THE BOARD OF ALDERMEN SPECIAL MEETING OF JANUARY 20, 2015

Page 2 of 2

Draft until approved by the Board of Aldermen

The minutes for the special meeting Tuesday, January 20, 2015, having been read and considered by the Board of Aldermen, and having been found to be correct as written, were approved on this the third day of February 2015.

Submitted by:

City Clerk Melissa McChesney

Mayor Nanette K. Johnston opened the work session at 6:37 p.m. on January 20, 2015. In attendance were Aldermen Greg Plumb, Robert Lock, Jim Werner, Diane Driver, Kari Lamer, Dave Rittman and David Jones.

The following staff was also present:

Sean Ackerson, Assistant City Administrator/Community Development Director

Kevin Chrisman, Police Chief

Alysen Abel, Public Works Director

Melissa McChesney, City Clerk

1. GENERAL AGENDA

A. Overview of Proposed Updates to the Floodplain Management Ordinance

Assistant City Administrator/Community Development Director Sean Ackerson provided an overview of proposed updates to the floodplain management ordinance. Proposed updates included amendments to Municipal Code Chapter 404 regarding floodplain management regulations, acknowledgement of the newly created flood insurance maps, and acceptance of the Flood Impact Study. The updates would allow continued participation in the flood insurance program for property owners to purchase flood insurance under the Federal program. Ackerson noted that separate from the adoption of the regulations, Federal Emergency Management Agency (FEMA) was adjusting flood insurance rates independent of the proposed updates to the City's ordinance. Staff also proposed administrative changes to clarify who was the floodplain manager and other existing sections.

Ackerson provided a history of updates adopted by the City and required amendments from FEMA. He added the maps were last adopted in 1979 and the City first received notice of potential updates in 2010 after a new study was completed of the Parkville area. Public hearings were held to allow input on the draft maps and to identify any potential issues. In 2011 the project was placed on hold at the federal level. In late 2014, the City received notice that the project was proceeding and would have to adopt updated ordinances, the new study and maps prior to April 2, 2014. The Planning & Zoning Commission scheduled a public hearing on February 10 and the Board of Aldermen would consider the final updates on February 17.

The work session ended at 6:56 p.m.

The work session minutes for January 20, 2015, having been read and considered by the Board of Aldermen, and having been found to be correct as written, were approved on this the third day of February 2015.

Submitted by:

City Clerk Melissa McChesney

OPERATIONS REPORT – PARKVILLE DIVISION

December 2014 Report to the City of Parkville

OPERATING DIVISIONS

MISSOURI

Atchison County
Wholesale Water
Commission

Bonne Terre
Boonville
Bowling Green
Buchanan County #1
Cameron
Cape Girardeau
Craig
East Central Missouri
Water & Sewer
Authority

Elsberry
Fayette
Franklin County #1
Franklin County #3
Henry County
Water Company
Henry County #3
Lake Ozark/
Osage Beach

Lincoln County #1
Nevada
Parkville
Phelps County #2
Platte County #C-1
Ralls County #1
Russellville
St. Charles County #2
Ste. Genevieve
Sedalia
Versailles

IOWA

Maquoketa
Tipton

TENNESSEE

South Fulton
Dyersburg Welcome
Center

Waste Water Treatment Plant Operations

- 2.70" of precipitation fell during the month.
- The plant performed well this month with 98.5% removal Efficiency for B.O.D. and 96.4% for TSS.
- An average of 422,533 gallons of wastewater was treated each day during the month.

Waste Water Laboratory Analysis

- Staff performed 304 recorded lab tests.
- The following samples were delivered to Keystone Labs for analysis: Oil & Grease (5), NH₃-N (5).
- Monthly and daily laboratory equipment maintenance and calibrations were performed according to manufacturers' guidelines.
- The city received a Letter of Warning stating the fecal count exceeded permit limits from a sample taken by DNR back in June of 2014. AWR and city administrator responded with a letter challenging the findings and requesting the Letter of Warning be rescinded as results did not exceed permit limits. To date, DNR has not responded.

Waste Water Treatment Plant Maintenance

- Staff cleaned east and west clarifier.
- LDO basins probes 1a, 1b, 2a, and 2b were cleaned.
- Routine preventative maintenance was performed in accordance with all manufacturer recommendations.
- Absolute Comfort Technologies performed multi-point maintenance on generator at WWTF with no major issues.
- Staff replaced insulating foam board to prevent bar screen from freezing in extreme cold weather.

Collection System Operations

- Robin 4000 odor control chemical continues to be fed from the Riss Lake site at approximately 25 gallons per day.
- Staff continues to monitor for H₂S at manhole B-16 on a weekly basis.
- Brenntag delivered 3800 gallons of Robin 4000 for odor control at Riss Lake.
- JCI installed Mission Control unit at Pinecrest pump station.

OPERATIONS REPORT – PARKVILLE DIVISION

Collection System Maintenance

- Each pump station was checked on Mondays, Wednesdays, and Fridays. Maintenance notes recorded in the Antero program.
- Ace Pipe Cleaning working on cleaning and CCTV sewer mains. Ace discovered a manhole that had been covered by 14” of asphalt on Melody Ct. Street Department removed asphalt and raised manhole to street level.
- Absolute Comfort Technologies performed multi-point maintenance of generators at pump stations.
- Staff replaced generator battery at Nationals Pump Station.
- For the second time a squirrel tripped a breaker at the electric pole at River Hills pump station causing the generator to run. KCP&L was called and service was restored.
- Linaweaver Construction began Bluffs sanitary sewer re-alignment.

Bio-solids

- Staff did not apply sludge during the month of December.

Safety

- 12/09/14: Hazardous Communication.

Recommendations

- Staff has no recommendations at this time.

OPERATIONS REPORT – PARKVILLE DIVISION

Loading

Hydraulic	422,533 gallons per day
Organic	376 mg/L of BOD ₅ per day

NPDES Effluent Permit Parameters

Parameter	Monthly Average	Permit Limit
pH	6.5 Min. and 7.0 Max	6.5 - 9.0
TSS	6.25 mg/L	30 mg/L
BOD ₅	3 mg/L	25 mg/L
NH ₃ -N	0.25 mg/L	3.5 mg/L
O & G	4.0 mg/L	10.0 mg/l
Fecal Coliform	Not required Nov 1 st – March 31 st	400 #/100mL

Removal Efficiency

Parameter	Monthly Average	Permit Limit
Organic	98.5%	85 %
Solids	96.4 %	85 %

Biosolids

	Report Period	Year to Date
Quantity Applied	0 dry tons	42 dry tons
Acres Applied	0 acres	40 acres

OPERATIONAL CONTROL PARAMETERS												
DATE	AB #1					AB#2					SLUDGE DRY TONS	WEATHER
	PH UNITS	TEMP. °C	DO mg/l	MLSS mg/l	Settled Solids	PH UNITS	TEMP. °C	DO mg/l	MLSS mg/l	Settled Solids		
1	7.0	17.9	0.2	5550	950	6.8	17.8	1.5	4910	750		O
2	6.4	18.0	0.2	6260	950	6.4	17.8	1.0	5240	825		O
3	6.6	17.2	0.2	5690	0	6.5	17.4	1.0	5220	800		O
4	6.6	17.7	0.1	5560	0	6.3	17.4	1.0	5310	825		O
5	6.6	17.7	0.2	5580	0	6.4	18.0	0.7	5210	800		R
6												O
7												O
8	6.4	18.0	0.2	6500	950	6.4	18.1	1.3	5130	825		C
9	6.3	18.3	0.2	5600	950	6.4	17.7	1.3	6980	850		C
10	6.4	16.9	0.2	6020	0	6.5	16.8	1.4	5390	850		O
11	6.5	16.2	0.2	6840	0	6.4	15.9	0.9	5230	850		O
12	6.3	16.2	0.2	6000	0	6.3	16.3	0.8	5210	880		O
13												O
14												O
15	6.6	17.3	0.4	7190	0	6.5	17.5	1.3	5190	880		O
16	6.7	15.9	0.2	6320	0	6.5	16.3	0.9	5350	900		O
17	6.5	15.5	0.2	5740	0	6.4	15.9	0.7	5600	930		PC
18	6.6	15.3	0.2	5360	0	6.5	15.6	1.4	5180	880		S
19	6.6	15.6	0.2	5540	0	6.5	15.8	1.0	5070	930		O
20												O
21												O
22	6.7	15.7	0.2	5880	0	6.6	15.9	1.1	5350	860		R
23	6.6	15.7	0.2	5340	950	6.6	15.7	0.8	5250	830		C
24	6.6	15.8	0.3	6040	0	6.5	15.6	1.4	5240	820		R
25	6.6	15.3	0.2	5560	950	6.5	15.4	0.9	5230	860		C
26	6.4	17.2	0.2	6110	0	6.4	17.3	1.2	5380	870		C
27												O
28												O
29	6.6	15.0	0.2	5900	960	6.5	15.4	1.1	5500	800		PC
30	6.6	15.3	0.2	5900	960	6.5	15.0	1.3	5520	750		PC
31	6.7	14.3	0.2	5930	950	6.4	14.9	1.7	5400	770		C

1. Fill out one copy of report each month and mail in monthly for each treatment facility.
2. Mail one copy of report to the appropriate DNR regional office as noted in your permit and keep one copy in your files.
3. Reports must be signed by whoever performed tests and by an appropriate official.
4. In the weather column, use the following symbols: R-rain, S-snow, C-clear, P.C.-partly cloudy and O-overcast.
5. Use grab sample for pH, Temp., and D.O. Use grab samples for all operational control test.
6. Use 24 hr. composite (proportional) samples for B.O.D. 5, and Suspended Solids tests unless NPDES permit indicates otherwise. Use "Standard Methods" or an approved equal for all parameters.
7. Treatment plant flow measurements may be made on either influent or effluent. Lagoon influent flow measurements need be only at the time of composite sampling of the influent. All tests must be performed in accordance with NPDES Permit Conditions and Operational Control Regulation 10 CSR 20-9.010. Review your permit for specific requirements.
8. Unusual conditions, significantly affecting operations must be reported immediately to the Department of Natural Resources.
9. Representative sludge samples should be taken either before entering digesters and/or holding tanks or after removal from digesters or holding tanks.

Tests Performed by: Paul Naher <i>Paul Naher</i>	Title: Maint. Worker	Phone #: 816-891-0003	Date: 1-14-15
Report Approved by: C. Richard Wilson <i>C. Richard Wilson</i>	Title: Local Manager	Phone #: 816-891-0003	Date: 1-14-15



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

APPLICATION TO SELL LIQUOR IN PARKVILLE, MISSOURI
(Parkville Municipal Code Chapter 600)

For period June 1, 2014 to May 31, 2015
Current year Next year

Date of Application: 01/22/2015

SECTION 1.

- 1. Name of Business: Twin Star Energy #3087
2. Type of Business: Gas station with general merchandise
3. Street Address Where Liquor is to be sold: 6316 Hwy. 9 North, Parkville, MO 64152
4. Is this location within 300 feet of a church or school?: Yes ___ No [checked]
5. Mailing Address: PO Box 456, Jefferson City, MO 65102
6. Phone No. of Business: (816) 483-1855 Fax No. of Business:
7. Name of Managing Officer (principal applicant): Lorene Samson
8. Name(s) of any partner(s) in this business (attach separate sheet if necessary): See attached
9. Name(s) and residence address(es) of any other person(s) having financial interest in this business or partnership (attach separate sheet if necessary): See attached
10. If corporation, give name of corporation, date of incorporation, state in which incorporated, and names and addresses of all stockholders who hold ten percent (10%) or more of the capital stock (attach separate sheet if necessary): Twin Star Energy, LLC - 3/5/13 - Colorado
11. Name(s) and residence address(es) of any other person(s) having financial interest in the building to be used for liquor sales: See attached Management Agreement

SECTION 3. LICENSE FOR WHICH APPLICATION IS BEING MADE

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

1. **Microbrewer: \$375**
Based on annual production of at least 500 barrels, at a fee of \$7.50 per hundred barrels. If, at the end of the license year, the microbrewery has produced less than 500 barrels, the City shall refund \$7.50 for every hundred barrels under that number. A fraction of one hundred barrels produced shall be counted as one hundred barrels. It allows production of beer and malt liquor of no more than 10,000 barrels per year in 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: \$75**
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) Limit of one per every 2,000 residents.
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: \$150** **Sunday Sales: additional \$300**
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). Limit two per every 1,000 residents.
5. **Resort license (RSMo 311.095): \$450** **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.
 - 5a. **Temporary resort license: \$93.75 for 3 months/ Sunday sales: additional \$75 for 3 months**
Allows 3-month resort license, based on projection of sales. For all new restaurants.
6. **Malt liquor/ light wine sale-by-drink permit (no more than 7 days): \$37.50**
Allows sale of light wine and malt liquor for consumption off premises where sold between 10:00 a.m. and midnight (11:00 a.m. to midnight on Sundays) or requested date(s) of sale. 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. **Boat or Vessel, Intoxicating liquor by drink for consumption: \$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: No fee**
Authorizes sale of liquor by drink at retail for consumption on premises. LIMITED to charitable, fraternal, religious, service or veterans' organization with 501(c) exemption. (RSMo 311.090)
9. **Wholesaler: \$375 RSMo 311.180 (9)**
10. **Caterer: \$15 per day; requires separate caterer's permit.**
11. **Tasting Permit: \$37.50**
Authorizes any winery, distiller, manufacturer, wholesaler or brewer or designated employee to provide distilled spirits, wine, or malt beverage samples off a licensed premises provided no sales transactions take place or on any temporary licensed retail premises. (RSMo 311.294)
12. ~~**Retailer intoxicating liquor by the drink limited to distillers: \$375**~~
~~*LIMITED to a distiller whose manufacturing establishment is located within the City and allows for the sale of intoxicating liquor by the drink at retail for consumption on the premises where sold provided the licensed premises is in close proximity to the distillery.*~~

APPLICATION TO SELL LIQUOR IN PARKVILLE

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 21st 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:

 DATE: 1 / 22 / 2015

Attach:

- Certificate of Occupancy (building permit required if currently undergoing construction or remodel)
- License application(s) from partner(s): Section 2 of this form
- Supplemental information as requested
- Check for license fee (see page 3 for fees)
- Photo of exterior of premises to be used for liquor sales

APPLICATION TO SELL LIQUOR IN PARKVILLE

FOR CITY HALL USE ONLY:

License application granted / denied by Board of Aldermen on: _____

Applicant(s) were / were not present at the meeting. If present, list name(s) of attendee(s):

Tax record, vehicle license record and sewer bills checked? Yes No _____

Delinquencies (circle one): were / were not found.

Signed Certificate of Occupancy: Yes _____ No _____

Building Permit: Yes _____ No _____
(Required only if undergoing construction or remodeling at time of application)

Background Check completed by Police Department? Yes No _____

Signature of Police Chief: Chief Kevin A. Chasman 1-26-15

Signature of City Clerk: _____

CITY OF PARKVILLE
Policy Report

Date: January 29, 2015

Prepared By:
Tim Blakeslee
Assistant to the City Administrator

Reviewed By:
Matthew Chapman
Finance/Human Resources Director

ISSUE:

Approval of Accounts Payable Invoices, Insurance Payments, 1st of the Month Checks, Electronic Funds Transfer (EFT) Payments, Credit and Debit Card Processing Fees, and Payroll Expenditures from 1/15/2014 – 1/29/2015.

BACKGROUND:

Attached are the statements of approved payments, per the City's Purchasing Policy, for the period from January 15, 2014, through January 29, 2015. All disbursements must be reviewed and approved by the Board of Aldermen prior to the release of city funds.

BUDGET IMPACT:

Accounts Payable	\$87,228.66
Insurance Payments	\$41,232.10
1 st of the Month	\$0.00
EFT Payments	\$0.00
Processing Fees	\$0.00
Payroll	\$48,946.70
TOTAL	\$177,407.46

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 \$177,407.46 of city funds to pay salaries and accounts.

ATTACHMENTS:

1. Accounts Payable
2. Insurance Payments
3. Payroll
4. Credit Card Purchases
5. P&G Purchases
6. Price Chopper Purchases

PACKET: 05019 Direct Payables 1/20/14

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
01-00853	City of Excelsior Springs						
I-1/14/15	MML	1/20/2015	1/15/14 MML Westgate Meeting	105.00			
	AP		DUE: 1/20/2015 DISC: 1/20/2015		1099: N		
			1/15/14 MML Westgate Meeting		10 501.01-41-03	Professional De	70.00
			1/15/14 MML Westgate Meeting		10 501.01-41-02	Professional De	35.00
			=== VENDOR TOTALS ===	105.00			
			=== PACKET TOTALS ===	105.00			

PACKET: 05026 Federal Withholdings 1/23/15

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 201501224077	Federal Withholding	D	1/23/2015		8,265.41CR	000000	
	I-T3 201501224077	FICA W/H	D	1/23/2015		8,463.08CR	000000	
	I-T4 201501224077	Medicare W/H	D	1/23/2015		1,979.24CR	000000	18,707.73

** 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	18,707.73	18,707.73
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	18,707.73	18,707.73

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01614	KCPL							
	I-Due 2/4/15 2014exp	Due 2/4/15 2014exp	D	1/26/2015		1,321.65CR	000000	
	I-Due 2/4/15 2015exp	Due 2/4/15 2015exp	D	1/26/2015		1,321.66CR	000000	2,643.31
00942	McKeever's Price Chopper							
	I-Stmt 1/5/15	Stmt 1/5/15	R	1/26/2015		494.02CR	033346	494.02
01390	Riss Lake Homes Association							
	I-January 2015	Grinder Pump Transfer-SW	R	1/26/2015		27,462.35CR	033347	27,462.35
02175	eNet							
	I-4025	IT Services-IT	R	1/26/2015		438.66CR	033348	438.66

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	3	0.00	28,395.03	28,395.03
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	2,643.31	2,643.31
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	31,038.34	31,038.34

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 05040 Regular Payments 1/28/14

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00274	Ricoh USA, Inc. I-5034199203	Police Printer-AD	D	2/03/2015		95.06CR	000000	95.06
01087	Stinson Leonard Street LLP I-30078447 I-30078448	Legal Services-AD Legal Services-AD	D	2/03/2015		4,054.82CR 6,450.00CR	000000 000000	10,504.82
01614	KCPL I-Due 2/9/15	Due 2/9/15	D	2/03/2015		2,178.10CR	000000	2,178.10
02140	Commerce Bank - Commercial Cards I-Due 2/9/15 2014exp I-Due 2/9/15 2015exp	Due 2/9/15 2014 Expenses Due 2/9/15 2015 Expenses	D	2/03/2015		1,971.73CR 1,373.12CR	000000 000000	3,344.85
02018	Ace ImageWear I-0369214 I-0374806	Shop Rags, Towels-ST Shop Rags-PK	R	2/03/2015		56.65CR 29.00CR	033362 033362	85.65
01993	Blacksher Trash Service I-1/1-3/31	Trash Service-AD	R	2/03/2015		75.00CR	033363	75.00
00014	Chucks Parkville Garage I-33286	Tire Repair-PK	R	2/03/2015		20.00CR	033364	20.00
02140	Commerce Bank - Commercial Cards I-Due 2/9/15	Due 2/9/15	R	2/03/2015		3,344.85CR	033365	3,344.85
00191	Data Flow I-16897	w2-1099 forms-AD	R	2/03/2015		106.66CR	033366	106.66
00156	Dave's Foreign Car Repair LLC I-131,246 I-131,266 I-131,278 I-131,313	Rotate Tires-PD Oil Change-PD Oil Change-PD Oil Change-PD	R	2/03/2015		22.50CR 35.00CR 35.00CR 35.00CR	033367 033367 033367 033367	127.50
00588	Force America, Inc I-767035-2	Hydro Caps-TP	R	2/03/2015		30.53CR	033368	30.53
00269	General Code I-16532	2014 Code Update-AD	R	2/03/2015		101.43CR	033369	101.43

← Void

PACKET: 05040 Regular Payments 1/28/14

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01752	InterPrecision LLC I-1222015PARK	Translator-CT	R	2/03/2015		128.25CR	033370	128.25
00307	Justrite Rubber Stamp Co I-40518 I-40619	Stamp-AD Dog Tags-AD	R	2/03/2015		35.45CR 95.50CR	033371 033371	130.95
00070	Kay D. Barney D.O. I-1/13/15	Drug Screen-PD	R	2/03/2015		105.00CR	033372	105.00
02306	Kevin Kissinger I-12/31/14	Egale Scout Project-NS	R	2/03/2015		135.19CR	033373	135.19
02190	Knapheide I-KCS66230	Cutting Edge-TP	R	2/03/2015		71.86CR	033374	71.86
00891	Kranz of Kansas City I-KC80150059	Hydro Fittings-TP	R	2/03/2015		151.49CR	033375	151.49
01235	Landmark Newspaper, The I-22426 I-22435	Public Hearing Notice-AD Candidate Filing-AD	R	2/03/2015		35.78CR 54.13CR	033376 033376	89.91
02147	Lauren Palmer I-Exp Report 1/23/15	Palmer Exp Report 1/23/15	R	2/03/2015		183.33CR	033377	183.33
00159	Missouri American Water I-Due 2/10/15 I-Due 2/11/15 I-Due 2/4/15	Due 2/10/15 Due 2/11/15 Due 2/4/15	R	2/03/2015		264.75CR 16.47CR 259.10CR	033378 033378 033378	540.32
01651	Monarch Engineering, Inc. I-752	Construction Inspection-PW	R	2/03/2015		4,100.00CR	033379	4,100.00
00097	P & G Hardware I-1/18/15 Stmt 2014 I-1/18/15 Stmt 2015	1/18/15 Stmt 2014 Expenses 1/18/15 Stmt 2015 Expenses	R	2/03/2015		80.18CR 207.07CR	033380 033380	287.25
02271	Payless Office Products, Inc. I-2578648 I-2581469	Copy Paper-AD Toner, Tabs-AD,CT	R	2/03/2015		157.45CR 109.44CR	033381 033381	266.89

PACKET: 05040 Regular Payments 1/28/14

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01982	Rejis Commission I-INV0039953	Terminal Rejis-PD	R	2/03/2015		65.07CR	033382	65.07
01911	Sean Ackerson I-10/20/14 Exp Rpt	Ackerson Exp Report-CD	R	2/03/2015		311.02CR	033383	311.02
00154	T-Ray Specialties Inc. I-26531	Jakkets, Hats, Etc	R	2/03/2015		318.10CR	033384	318.10
01538	The Victor L. Phillips, Co. I-1K77795	Loder Parts-PK	R	2/03/2015		145.51CR	033385	145.51
00838	The Work Zone, Inc. I-37387	License Plate Replacements-TP	R	2/03/2015		66.50CR	033386	66.50
01546	Thoroughbred Ford I-511441	Taurus Repair-CD	R	2/03/2015		99.00CR	033387	99.00
02071	TranSystems Corporation I-0002736558	Route 9 Entry Way Design-45	R	2/03/2015		2,526.16CR	033388	2,526.16
00150	Vance Bros Inc I-0000435994	Asphalt-TP	R	2/03/2015		240.00CR	033389	240.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	28	0.00	13,853.42	13,853.42
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	4	0.00	16,122.83	16,122.83
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:	32	0.00	29,976.25	29,976.25

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 05043 Regular Payments 1/29/14

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00002	A & M Printing I-55956	Public Hearing Signs-CD	R	2/03/2015		20.40CR	033390	20.40
00222	The Deister Company, Inc. I-3060	Xmas Dec Removal-AD	R	2/03/2015		350.00CR	033391	350.00
00363	MO Dept Natural Resources I-34601505770	MS4 Fee-CD	R	2/03/2015		250.00CR	033392	250.00
00723	Missouri One Call System I-4120265	December 2014 One Call-Sw	R	2/03/2015		136.50CR	033393	136.50
00797	Blue Valley Public Safety I-10366	Siren Maint-PW	R	2/03/2015		606.00CR	033394	606.00
01163	North Hills Engineering, Inc I-1408	Enginnering Services-SW,PW,TE	R	2/03/2015		9,112.50CR	033395	9,112.50
01235	Landmark Newspaper, The I-22450	Public Hearing Notice-CD	R	2/03/2015		54.13CR	033396	54.13
02227	BagSpot Pet Waste Solutions I-1636	Waste Bags-PK	R	2/03/2015		216.66CR	033397	216.66

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	8	0.00	10,746.19	10,746.19
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:	8	0.00	10,746.19	10,746.19

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 05037 EOM Benefits - 1/23/15

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
00005	AFLAC							
	I-AFL201501084075	AFLAC after Tx	R	1/28/2015		56.90CR	033349	
	I-AFL201501224077	AFLAC after Tx	R	1/28/2015		56.90CR	033349	
	I-AFP201501084075	AFLAC PRETAX	R	1/28/2015		196.27CR	033349	
	I-AFP201501224077	AFLAC PRETAX	R	1/28/2015		196.27CR	033349	506.34
00136	State of Missouri							
	I-T2 201501084075	State Withholdings	R	1/28/2015		2,210.66CR	033350	
	I-T2 201501224077	State Withholdings	R	1/28/2015		2,486.66CR	033350	4,697.32
00794	Delta Dental							
	I-DNC201501084075	Delta Dental Insurance	R	1/28/2015		205.36CR	033351	
	I-DNC201501224077	Delta Dental Insurance	R	1/28/2015		205.36CR	033351	
	I-DNF201501084075	Delta Dental Insurance	R	1/28/2015		283.88CR	033351	
	I-DNF201501224077	Delta Dental Insurance	R	1/28/2015		283.88CR	033351	
	I-DNP201501084075	DENTAL PRETAX	R	1/28/2015		462.40CR	033351	
	I-DNP201501224077	DENTAL PRETAX	R	1/28/2015		439.28CR	033351	
	I-DNS201501084075	Delta Dental Insurance	R	1/28/2015		231.30CR	033351	
	I-DNS201501224077	Delta Dental Insurance	R	1/28/2015		231.30CR	033351	2,342.76
01322	Richard V. Fink, Trustee							
	I-GSC201501084075	S. Coleman 14-50465-can-13	R	1/28/2015		150.00CR	033352	
	I-GSC201501224077	S. Coleman 14-50465-can-13	R	1/28/2015		150.00CR	033352	300.00
01711	BCBSKC							
	I-ADD201501084075	ADD on BCBS Bill	R	1/28/2015		28.56CR	033353	
	I-ADD201501224077	ADD on BCBS Bill	R	1/28/2015		28.04CR	033353	
	I-BCC201501084075	BCBS Insurance	R	1/28/2015		1,176.00CR	033353	
	I-BCC201501224077	BCBS Insurance	R	1/28/2015		1,176.00CR	033353	
	I-BCE201501084075	BCKSKC Insurance	R	1/28/2015		2,266.00CR	033353	
	I-BCE201501224077	BCKSKC Insurance	R	1/28/2015		2,060.00CR	033353	
	I-BCF201501084075	BCBS Insurance	R	1/28/2015		1,278.00CR	033353	
	I-BCF201501224077	BCBS Insurance	R	1/28/2015		1,278.00CR	033353	
	I-BCS201501084075	BCBS Insurance	R	1/28/2015		866.00CR	033353	
	I-BCS201501224077	BCBS Insurance	R	1/28/2015		866.00CR	033353	
	I-HDB201501084075	BCBS Insurance	R	1/28/2015		370.00CR	033353	
	I-HDB201501224077	BCBS Insurance	R	1/28/2015		370.00CR	033353	
	I-HDC201501084075	BCBS Insurance	R	1/28/2015		1,005.00CR	033353	
	I-HDC201501224077	BCBS Insurance	R	1/28/2015		1,005.00CR	033353	
	I-HDE201501084075	BCBS Insurance	R	1/28/2015		352.00CR	033353	
	I-HDE201501224077	BCBS Insurance	R	1/28/2015		352.00CR	033353	
	I-HDF201501084075	BCBS Insurance	R	1/28/2015		1,092.00CR	033353	
	I-HDF201501224077	BCBS Insurance	R	1/28/2015		1,092.00CR	033353	
	I-HDS201501084075	BCBS Insurance	R	1/28/2015		740.00CR	033353	
	I-HDS201501224077	BCBS Insurance	R	1/28/2015		740.00CR	033353	
	I-HSE201501084075	BCBS Insurance	R	1/28/2015		696.00CR	033353	
	I-HSE201501224077	BCBS Insurance	R	1/28/2015		870.00CR	033353	
	I-HSF201501084075	BCBS Insurance	R	1/28/2015		1,076.00CR	033353	
	I-HSF201501224077	BCBS Insurance	R	1/28/2015		538.00CR	033353	
	I-LID201501084075	BC/BS Dependent Life Ins	R	1/28/2015		11.40CR	033353	
	I-LID201501224077	BC/BS Dependent Life Ins	R	1/28/2015		11.02CR	033353	
	I-LIF201501084075	BC/BS Life Insurance	R	1/28/2015		179.60CR	033353	
	I-LIF201501224077	BC/BS Life Insurance	R	1/28/2015		176.35CR	033353	21,698.97

PACKET: 05037 EQM Benefits - 1/23/15

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
VOID	VOID CHECK		V	1/28/2015			033354	**VOID**
VOID	VOID CHECK		V	1/28/2015			033355	**VOID**
01718	VSP							
	I-VSP201501084075	Vision Care Employee Premiums	R	1/28/2015		90.54CR	033356	
	I-VSP201501224077	Vision Care Employee Premiums	R	1/28/2015		100.82CR	033356	191.36
01719	Prudential							
	I-LTD201501084075	Long Term Disability	R	1/28/2015		389.65CR	033357	
	I-LTD201501224077	Long Term Disability	R	1/28/2015		388.11CR	033357	777.76
01730	LAGERS							
	I-CSR201501084075	LAGERS RETIREMENT	R	1/28/2015		2,490.10CR	033358	
	I-CSR201501224077	LAGERS RETIREMENT	R	1/28/2015		2,556.58CR	033358	
	I-R&P201501084075	City/PD Ret Contribution	R	1/28/2015		2,016.47CR	033358	
	I-R&P201501224077	City/PD Ret Contribution	R	1/28/2015		2,283.62CR	033358	9,346.77
01807	City of Parkville/Flex Plan							
	I-FLX201501084075	Flex Plan	R	1/28/2015		277.83CR	033359	
	I-FLX201501224077	Flex Plan	R	1/28/2015		145.33CR	033359	423.16
01895	UMB Bank, N.A.							
	I-HSU201501084075	HSA Contribution	R	1/28/2015		30.00CR	033360	
	I-HSU201501224077	HSA Contribution	R	1/28/2015		180.00CR	033360	
	I-HTB201501084075	HSA Contribution	R	1/28/2015		50.00CR	033360	
	I-HTB201501224077	HSA Contribution	R	1/28/2015		50.00CR	033360	310.00
02290	Colonial Life							
	I-COA201501084075	Colonial Life After Tax	R	1/28/2015		140.08CR	033361	
	I-COA201501224077	Colonial Life After Tax	R	1/28/2015		140.08CR	033361	
	I-COP201501084075	Colonial Life PreTax	R	1/28/2015		178.75CR	033361	
	I-COP201501224077	Colonial Life PreTax	R	1/28/2015		178.75CR	033361	637.66

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	11	0.00	41,232.10	41,232.10
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:	2	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:	13	0.00	41,232.10	41,232.10

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

VENDOR SET: 01 City of Parkville
 BANK: AP Pooled Cash Regular AP
 DATE RANGE: 1/27/2015 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02140	Commerce Bank - Commercial Car							
	I-Due 2/9/15 2014exp	Due 2/9/15 2014 Expenses	D 2/03/2015			000000		
10	501.03-01-00	Telephone & Voicemail	City Hall Phone-AD	491.10				
10	525.03-05-00	Mobile Phones & Pagers	Spitn-PK	20.50				
10	518.03-05-00	Mobile Phones & Pagers	Spitn-CD	115.36				
10	520.03-05-00	Mobile Phones & Pagers	Spitn-ST	184.50				
10	505.03-05-00	Mobile Phone & Pagers	Spitn-PD	246.00				
30	501.03-06-00	Wi-Fi	Spitn-SW	39.99				
10	520.03-01-00	Telephone & Voicemail	ATT Uverse-ST	40.00				
10	525.06-01-00	Buildings Maint & Repair	Equipment Storage-PK	144.00				
10	505.03-01-00	Telephone & Voicemail	ATT-PD	119.02				
10	525.03-01-00	Telephone & Voicemail	ATT-PK	152.73				
10	520.03-01-00	Telephone & Voicemail	ATT-ST	90.53				
30	501.03-01-00	Telephone & Voicemail	ATT-SW	232.19				
30	501.03-09-00	Trash Hauling	Trash Hauling-SW	29.71				
40	520.06-21-00	Vehicle & Equipment Maintenance	Mirror Replacement-T	65.00				
10	505.04-01-00	Vehicle	Registration-PD	40.00				
10	525.05-21-00	Equipment & Handtools	Return-PK	38.90CR				
	I-Due 2/9/15 2015exp	Due 2/9/15 2015 Expenses	D 2/03/2015			000000		
10	501.03-08-00	Cable	City Hall Internet-A	175.00				
10	510.05-01-00	Office Supplies & Consumables	Laminator-CT	99.33				
10	501.09-21-00	Misc-Other	Lunch w/ Lauren-AD	26.15				
10	501.01-41-03	Professional Dev - Board	Chamber Gala-AD	330.00				
10	501.01-41-02	Professional Dev - Staff	Chamber Gala-AD	220.00				
10	525.03-04-00	Water	Water-PK	26.88				
10	520.03-04-00	Water	Water-ST	58.87				
30	501.09-21-00	Miscellaneous	Google Email-SW	5.00				
10	540.09-05-01	Website Maintenance	Website Update-PI	99.95				
10	501.09-20-02	Exec Session Meeting Supplies	Finance Lunch-AD	23.97				
10	501.06-02-00	Janitorial Services/Supplies	Public Bathroom Soap	93.91				
10	501.01-41-02	Professional Dev - Staff	Marc Lunch-AD	40.00				
10	518.01-41-02	Professional Development	Marc Lunch-CD	20.00				
10	525.05-01-00	Office Supplies & Consumables	Staples-PK	60.08				
10	505.05-01-00	Office Supplies & Consumables	Staples-PD	93.98				3,344.85
02140	Commerce Bank - Commercial Car							
	I-Due 2/9/15	Due 2/9/15	v 2/03/2015			033365		3,344.85
02140	Commerce Bank - Commercial Car							
	M-CHECK	Commerce Bank - Commercial Car	VOIDED V 2/03/2015			033365		3,344.85CR

VENDOR SET: 01 City of Parkville
 BANK: AP Pooled Cash Regular AP
 DATE RANGE: 1/28/2015 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00097	P & G Hardware							
I-1/18/15 Stmt 2014	1/18/15 Stmt 2014 Expenses	R	2/03/2015			033380		
80 41602-00	Court Recoupment Fees		Surge Protector-AD	13.99				
40 520.06-21-00	Vehicle & Equipment Maintenance		Glove-WD40-TP	22.86				
10 520.05-21-00	Handtools		Handle,Parts-ST	23.97				
10 525.05-21-00	Equipment & Handtools		Bungie Cords, Wire-P	19.36				
I-1/18/15 Stmt 2015	1/18/15 Stmt 2015 Expenses	R	2/03/2015			033380		
40 520.06-01-00	Building Maintenance & Repair		Drain Cleaner-TP	33.99				
10 525.05-21-00	Equipment & Handtools		Electrical Parts-PK	12.11				
10 525.05-21-00	Equipment & Handtools		Propane Torch-PK	73.99				
10 525.05-21-00	Equipment & Handtools		Chain, Hooks-PK	52.00				
10 525.05-41-03	Park Enhancements		Pipe Caps-PK	15.86				
10 525.06-21-01	Equipment Repair & Maintenance		Nuts, Bolts for Tabl	3.16				
10 525.05-21-00	Equipment & Handtools		Tie Strap-PK	7.18				
40 520.06-21-00	Vehicle & Equipment Maintenance		Pipe Dope, Hydo Nip-	8.78				287.25

*** TOTALS ***

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	287.25	0.00	287.25
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00	VOID CREDITS 0.00	0.00

TOTAL ERRORS: 0

*** G/L ACCOUNT TOTALS ***

G/L ACCOUNT	NAME	AMOUNT
10 520.05-21-00	Handtools	23.97
10 525.05-21-00	Equipment & Handtools	164.64
10 525.05-41-03	Park Enhancements	15.86
10 525.06-21-01	Equipment Repair & Maintenance	3.16
	*** FUND TOTAL ***	207.63
40 520.06-01-00	Building Maintenance & Repair	33.99
40 520.06-21-00	Vehicle & Equipment Maintenance	31.64
	*** FUND TOTAL ***	65.63
80 41602-00	Court Recoupment Fees	13.99
	*** FUND TOTAL ***	13.99

VENDOR SET: 01 City of Parkville
BANK: AP Pooled Cash Regular AP
DATE RANGE: 1/13/2015 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00942	McKeever's Price Chopper							
I-Stmt 1/5/15	Stmt 1/5/15	R	1/26/2015			033346		
10 501.09-21-00	Misc-Other		Lunch w/ Lauren-AD	16.05				
10 535.05-42-00	Program Expenses		Trek w/ Santa-NS	17.06				
10 518.09-21-00	Miscellaneous		Food P&Z-CD	68.22				
10 505.05-01-00	Office Supplies & Consumables		Foldgers-AD	28.15				
10 501.09-20-07	Meeting Supplies		ICE-AD	3.99				
10 520.05-21-00	Handtools		Cleaning Supplies-ST	18.01				
10 525.05-99-00	Other Purchases		Suger Creamer-ST	4.48				
10 501.09-20-07	Meeting Supplies		Holiday Party Food-A	328.68				
10 520.05-21-00	Handtools		Coffee-ST	9.38				494.02

*** TOTALS ***

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	494.02	0.00	494.02
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00	VOID CREDITS 0.00	0.00

TOTAL ERRORS: 0

*** G/L ACCOUNT TOTALS ***

G/L ACCOUNT	NAME	AMOUNT
10 501.09-20-07	Meeting Supplies	332.67
10 501.09-21-00	Misc-Other	16.05
10 505.05-01-00	Office Supplies & Consumables	28.15
10 518.09-21-00	Miscellaneous	68.22
10 520.05-21-00	Handtools	27.39
10 525.05-99-00	Other Purchases	4.48
10 535.05-42-00	Program Expenses	17.06
	*** FUND TOTAL ***	494.02

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: AP TOTALS:	1	494.02	0.00	494.02
BANK: AP TOTALS:	1	494.02	0.00	494.02
REPORT TOTALS:	1	494.02	0.00	494.02

CITY OF PARKVILLE Policy Report

Date: Wednesday, January 28, 2015

Prepared By:
Matthew Chapman
Human Resources/Finance Director

Reviewed By:
Lauren Palmer
City Administrator

ISSUE:

Approve the renewal of Property & Liability and Worker's Compensation & Employer's Liability coverage with Midwest Public Risk (MPR) for July 1, 2015 through June 30, 2016.

BACKGROUND:

The City of Parkville has been a member of MPR for property and liability coverage since January 1997 and for workers' compensation since April 1997. The City has an insuring agreement in place with MPR which renews automatically each year unless canceled with a 90 day notice. The insurance renewal occurs on July 1 of each year.

In 2013, the City spent \$134,571 for all lines of insurance coverage through MPR. In February 2014, the City was notified by MPR to expect increases of 20% to 30% for workers' compensation coverage beginning July 1, 2014. The actual increase for workers' compensation coverage last year was 45% resulting in a 2014-2015 cost across all coverage lines of \$173,431 compared to a budget of \$150,288.

The City has also experienced recent increases in property coverage. MPR contacted the City regarding property coverage after discovering through an appraisal that the City was significantly underinsured in several areas. The City should expect slightly increased costs partially due to the need to be adequately insured. MPR was cooperative and agreed to immediately increase the coverage to fully insured levels, but allowed the City to phase in the additional premium costs over a three year period.

On June 23, 2014, the Finance Committee recommended that the Board of Aldermen approve the renewal of workers' compensation coverage with MPR through June 30, 2015. The recommendation was subsequently approved by the Board of Aldermen on July 1, 2014, but staff was directed to seek competitive options for workers' compensation coverage for the following year. Staff met with Charlesworth & Associates, LC to discuss engaging the firm for an RFP process to solicit insurance carrier proposals for all lines of Property and Liability risk including workers' compensation. Charlesworth & Associates, LC specializes in providing independent insurance advice to municipal clients and previously assisted the City with evaluation of health insurance coverage. The cost for engaging Charlesworth and Associates, LC for the RFP process would be \$6,550. If an RFP is conducted, staff recommends engaging Charlesworth or a similar independent advisor to provide the necessary expertise to fully evaluate proposals.

In addition to evaluating the option of engaging Charlesworth & Associates, LC, staff solicited quotes from several carriers as well as negotiating with MPR. The City received a preliminary quote from Missouri Intergovernmental Risk Management Association (MIRMA) for \$145,583. Staff then challenged MPR to provide its best renewal offer to see if it would be sufficient to persuade the City to forgo a formal RFP process for 2015. MPR was able to provide a quote for \$150,397. These rates are for the coverage period from July 1, 2015 through June 30, 2016. MPR was able to provide a competitive proposal that allows the City to realize some cost

savings when compared to undertaking the RFP process. Staff has been satisfied with the overall customer service and responsiveness of MPR and desires to maintain the relationship with the provider so long as costs remain competitive. MPR conducts on-site quarterly training for all staff on any topic the City requests and provides risk management services at no additional cost. MPR has been a valued partner with the City since 1997. Staff recommends continuing insurance coverage with MPR for the 2015-2016 coverage year.

BUDGET IMPACT:

Based on the quote submitted by MPR, the cost for insurance coverages related to the 2015-2016 period would be \$150,397. Based on 2014 numbers, \$201,931 was budgeted in 2015 for Worker's Compensation and Property & Liability coverage. Retaining MPR and foregoing a full RFP process would result in a savings to the City of \$51,534. These costs were included as part of the 2015 Budget previously approved by the Board of Aldermen

ALTERNATIVES:

1. Approve the renewal of Workers' Compensation and Property & Liability coverage in the amount of \$150,397.
2. Direct staff to complete an RFP process to select an insurance carrier.
3. Do not approve the renewal and provide alternative direction to staff.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends that the Board of Aldermen approve the renewal of Workers' Compensation and Property & Liability insurance coverage with Midwest Public Risk for July 1, 2015, through June 30, 2016, in the amount of \$150,397.

FINANCE COMMITTEE RECOMMENDATION

At the meeting on January 26, 2015, the Finance Committee, on a vote of 5-0, recommended that the Board of Aldermen approve the renewal of workers' compensation insurance coverage with Midwest Public Risk for July 1, 2015, through June 30, 2016, in the amount of \$150,397.

POLICY:

The Purchasing Policy, Resolution No. 10-02-14, requires the Board of Aldermen to approve all purchases above \$10,000 upon recommendation of the Finance Committee.

SUGGESTED MOTION:

I move to approve the renewal of Workers' Compensation and Property & Liability insurance coverage with Midwest Public Risk for July 1, 2015, through June 30, 2016, in the amount of \$150,397.

CITY OF PARKVILLE Policy Report

Date: Tuesday, January 20, 2015

Prepared By:
Lauren Palmer
City Administrator

Reviewed By:
Alysen Abel
Public Works Director

ISSUE:

Recommend approval of a sanitary sewer services agreement with the Platte County Regional Sewer District for the Eastside service area.

BACKGROUND:

The City has a sewer services agreement with Kansas City, Missouri for the collection and treatment of sanitary sewerage for various customers within the Parkville sanitary sewer system. Due to rising and unpredictable rates in the Kansas City sewer utility, staff has explored alternative service options for some customers. In 2014, the City budgeted to construct a new force main to redirect the Eastside Pump Station from Kansas City's system into Parkville's treatment plant. This project was deferred, in part, because the Platte County Regional Sewer District (PCRS D) approached the City with an alternative solution for treatment for the Eastside service area.

Staff now recommends that a more efficient gravity line be extended to PCRS D and that the Eastside Pump Station be decommissioned. The annual operating costs of flowing to PCRS D are slightly greater than flowing to the Parkville plant; however, taking into account the upfront capital costs of a force main (estimated at \$250,000+) and the long-term maintenance of the pump station and force main, the gravity line is preferable.

Staff has negotiated a sanitary sewer services agreement with PCRS D to handle the construction of the gravity line, decommission the Eastside Pump station, and future treatment arrangement for the Eastside service area. In general, PCRS D will construct the gravity line at no expense to the City. The City will be responsible for costs associated with easement preparation and acquisition in an amount not to exceed \$15,000 (\$7,500 for acquisition and \$7,500 for legal and surveying costs). The City will prepare plans and specifications for decommissioning the Eastside Pump Station, which PCRS D will bid as an alternate to the gravity line project. The City may accept or reject the alternate and, if accepted, will assume all costs for that portion of the work. The initial term of the agreement will be eight (8) years to allow PCRS D to recoup its costs for constructing the gravity line. After that time, the agreement may be terminated by either party with 12 months' notice.

Based on the initial treatment rate of \$3.25 per 1,000 gallons of water, staff estimates annual savings of approximately \$30,000. The agreement allows PCRS D to adjust rates annually in accordance with the statutory public rate hearing process, which requires a minimum of 30 days' notice. Any annual increase may not exceed the annual percentage rate increase charged to all other PCRS D customers. This is more advantageous than the current arrangement since Kansas City routinely charges a higher rate for external customers. Since 2008, PCRS D has adopted an average rate increase of 2.06% per year. PCRS D implemented a 3% increase for 2015, which is the same as the recommended increase for Parkville customers. PCRS D has projected rate increases through 2021 ranging from 2.25% to 5.0% per year. The average annual projected rate increase for that 6-year timeframe is 4.125%. Although these increases are subject to review annually, the projections indicate the current rate strategy of PCRS D.

BUDGET IMPACT:

The 2015 Capital Improvement Program (CIP) includes \$28,900 from the Sewer Fund (30) for this project. This amount was estimated to cover costs associated with easement acquisition and decommissioning the Eastside Pump Station.

ALTERNATIVES:

1. Approve the sanitary sewer services agreement with Platte County Regional Sewer District for the Eastside service area.
2. Direct City Administration to negotiate changes to the agreement to meet the desires of the Board of Aldermen.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends that the Board approve the agreement. The PCRSD Board of Directors approved the proposed agreement on January 14, 2015.

FINANCE COMMITTEE RECOMMENDATION:

At the meeting on January 26, 2015, on a vote of 5-0, the Finance Committee voted to recommend that the Board of Aldermen approve the sanitary sewer services agreement with the Platte County Regional Sewer District for the Eastside service area.

POLICY:

The Purchasing Policy, Resolution No. 10-02-14, requires the Board of Aldermen to approve all purchases in excess of \$10,000 upon recommendation of the Finance Committee.

SUGGESTED MOTION

I move to approve the sanitary sewer services agreement with the Platte County Regional Sewer District for the Eastside service area.

ATTACHMENT:

1. Agreement
-

SANITARY SEWER AGREEMENT – PARKVILLE EASTSIDE SERVICE AREA

THIS SEWER AGREEMENT ("Agreement") is made the 3rd day of February, 2015, by and between the Platte County Regional Sewer District (the "District"), and the City of Parkville, Missouri (the "City").

WITNESSETH:

WHEREAS, the City desires to enter into an agreement with the District for the District's collection and treatment of sanitary sewage generated within a certain area within the corporate limits of the City, including without limitation the construction of necessary improvements for such collection and treatment, and

WHEREAS, the District desires to provide such collection and treatment of sanitary sewage and construction of necessary improvements to the City in accordance with the terms and conditions of this Agreement, and

NOW THEREFORE, in consideration of the above recitals, the mutual promises and covenants hereinafter set forth and for other valuable consideration, the District and the City agree as follows:

ARTICLE I: District's Representative

The Executive Director or any other person duly designated by the District shall be the District's designated representative, and is authorized to act with authority on behalf of the District.

ARTICLE II: City's Representative

The City Administrator of the City, or any other person duly designated by the City, shall be the City's designated representative, and is authorized to act with authority on behalf of the City.

ARTICLE III: Contract Area

This Agreement pertains to that certain real property located within the City of Parkville and also within Platte County, Missouri, as shown in Exhibit 1 attached hereto (the "Properties").

ARTICLE IV: Effective Dates and Termination of Agreement

The effective date of this Agreement ("Effective Date") shall be the date shown in the opening paragraph of this Agreement.

The date of commencement of the Services (defined in Article VI.A. herein) of the District under this Agreement and of the commencement of the payment obligations of the City under this Agreement shall be the first day of the month following the satisfaction of the Condition V.A. below (the "Service Commencement Date").

After the effective date but before the date of notice to proceed for the Construction of the Gravity Line pursuant to Article V.A., the Agreement may be terminated by either party upon providing thirty (30) days advance written notice. After the notice to proceed is issued, this Agreement may not be terminated by either party for eight (8) years. Upon satisfying the initial term of eight (8) years this Agreement may be terminated by either party upon providing twelve (12) months' advance written notice.

ARTICLE V: Conditions to Agreement

The obligations of the City under this Agreement are subject to the following conditions (the "Conditions"):

A. Construction of Gravity Line and Provision of Services by the District.

The District, at its expense, shall construct a gravity collection system line extending from the existing District gravity collection system line, together with any and all appurtenant improvements thereto, to the manhole commonly referred to as MH-G1A ("Manhole MH-G1A") as shown in Exhibit 2 and as necessary to carry out the Services of the District (the "Gravity Line"). Construction of the Gravity Line shall be completed to the City's satisfaction prior to the Service Commencement Date.

Prior to commencement of construction of the Gravity Line, The District shall submit to the City the plans and specifications for the Gravity Line, which plans and specifications shall be subject to the City's written approval (the "Plans"), which shall not be unreasonably withheld. Construction shall not commence until the City has approved the Plans.

The District represents and warrants to the City that the District has obtained or will obtain from the appropriate governmental authorities all required approvals (including all environmental approvals) with respect to the construction of the Gravity Line, and before the beginning of said construction, will obtain all necessary permits, certificates, licenses and other approvals required for the construction of the Gravity Line. Any addition or modification to the Plans shall be approved in writing by the City, and, to the extent required by law, by the appropriate governmental authorities.

The District shall construct the Gravity Line substantially in accordance with the Plans, free and clear of all liens and encumbrances. The Gravity Line shall be constructed in compliance with the requirements of the governmental authorities. Upon reasonable notice, the City and any inspecting architect and their respective agents and employees shall have the right of entry and free access to inspect the Gravity Line and related work of the District.

The District shall commence construction of the Gravity Line as soon as reasonably possible after the Effective Date and shall complete the Gravity Line within six (6) months of the completion of easement acquisition and vacation pursuant to Article V.B. The Gravity Line shall not be deemed to have been completed until, in the reasonable opinion of the City, the Gravity Line has been substantially constructed in accordance with the Plans and is otherwise capable of carrying out the Services of the District.

B. Survey, Legal Descriptions, Easement Acquisition and Vacation

The District shall obtain services for title, survey and legal description preparation related to construction of the Gravity Line. Upon completion, the District shall present prepared easement documentation to the City. The City will obtain all of the necessary signatures to execute the easement documents and shall pay for the costs of easement acquisition in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500). In the event the easement acquisition costs exceed Seven Thousand Five Hundred Dollars (\$7,500), the District and the City shall work to revise the project scope in an attempt to reduce the costs. If no mutually agreeable solution can be reached, the City and the District shall negotiate additional contributions or terminate the Agreement in accordance with Article IV.

C. Decommissioning of Pump Station.

The City currently operates and is served by a pump station commonly referred to as the Eastside Pump Station (the "Pump Station"). As the continuance of the operation of the Pump Station will not be necessary or desirable by the City upon the commencement of the Services by the District under this Agreement, the City may decommission the Pump Station. The City

shall submit to the District the plans and specifications for the Decommissioning (the "Decommissioning Plans"). The District shall include implementation of the Decommissioning Plans (the "Decommissioning") as a bid alternate for the competitive bid for the Gravity Line. The City may, in its sole discretion, direct the District to accept or reject the bid alternate from the lowest responsible bidder for the Gravity Line. If the bid alternate is accepted, the following provisions apply:

1. The District shall provide a copy of the insurance certificates for all contractors participating in the Decommissioning (each, a "Contractor") naming the City and the District as additional insureds in accordance with the insurance requirements attached hereto and incorporated herein by reference as Exhibit 3, prior to commencement of the Decommissioning.
2. Prior to commencement of the Decommissioning, the City shall obtain from the appropriate governmental authorities all required approvals, permits, certificates, licenses and other approvals required for the Decommissioning. Any addition or modification to the Decommissioning Plans shall be approved in writing by the City, and, to the extent required by law, by the appropriate governmental authorities.
3. The District shall notify the City of all meetings related to the Decommissioning.
4. The District shall conduct the Decommissioning substantially in accordance with the Decommissioning Plans, free and clear of all liens and encumbrances. The Decommissioning shall be completed in compliance with the requirements of the governmental authorities. Upon reasonable notice, the City and any inspecting architect and their respective agents and employees shall have the right of entry and free access to inspect the Pump Station and the Decommissioning.
5. The District shall manage the construction of the Decommissioning, including without limitation any advertising, distribution of plans, bidding and awarding the construction contract, pre-bid conferences, pay estimates, daily inspections and reporting.
6. The District shall report on a routine basis, and as requested by the City and in no event less than monthly, to the City with a description of the current status of the Decommissioning.
7. The District shall complete the Decommissioning to the satisfaction of the City within one (1) month of the Service Commencement Date (the "Decommissioning Deadline"). If the Decommissioning has not been completed by the Decommissioning Deadline, then the Services and all obligations of the District under this Agreement shall continue but all payment obligations of the City pursuant to Article V.C.10. shall abate and cease until such time that the Decommissioning is completed.
8. The District shall provide the City with a copy of the contractor's 3-year maintenance bond for the Decommissioning in accordance with the bond requirements, attached hereto and incorporated herein by reference as Exhibit 4.
9. The District shall, upon identification of any defect or deficiency found in the Decommissioning after its completion and within the maintenance bond correction period, ensure that the necessary repairs are made by the contractor or surety, and if necessary, work with the City to determine when bond funds are to be collected and distributed.

10. The City shall pay for the costs of the Decommissioning pursuant to the accepted bid from the District; provided, however, that all costs and expenses of the Decommissioning beyond the amount the City agrees to pay pursuant to the accepted bid from the District shall be subject to prior written approval by the City.
11. In the event of any inconsistency between this Agreement and any separate agreement pertaining to the Decommissioning, this Agreement shall control.
12. The Pump Station shall continue to operate as necessary, in the City's discretion, to treat the sanitary sewage of the Properties until the District has commenced the Services. The District's construction of the Gravity Line shall not interfere with the operation of the Pump Station.

ARTICLE VI: Terms of Service

A. Services by District.

As of the Service Commencement Date, the District shall provide the partial conveyance and treatment of the sanitary sewage generated within the Properties (the "Services") for the duration of the term of this Agreement.

B. Ownership, Operation, and Maintenance.

The City, at its expense, shall maintain the collection system of the Properties proposed to serve Manhole MH-G1A as shown in Exhibit 2 (the "Collection System"). The District, at its expense, shall maintain the Gravity Line.

C. New Connections.

No new connections within the Properties shall be granted without the prior written approval of both the District and the City.

D. Changes of Fees, Charges and Payments.

The City agrees to allow the District to adjust the fees on a yearly basis; provided, however, that the District's requested changes of fees, charges and payments must be approved by the District Board of Trustees and shall not be greater than the annual percentage rate increase of treatment charge that the District places on its customers.

E. Water Usage.

The City shall provide the District with monthly water usage reports as provided by Missouri American Water or the designated water utility provided for the Properties. The water usage reports will be totaled to generate a number for gallons used during the winter quarter for billing purposes.

Because all of the Properties are residential, billing will be based on the average monthly number of gallons used during the months of January, February, and March of each year. If the commercial or industrial users are added to the service area pursuant to Article VI.C., both parties agree in good faith to renegotiate the billing terms.

In the event of water line breaks or water meter usage estimates that require corrected water usage any such inaccuracy resulting in an increase or decrease in usage previously billed, payment shall be made to the District for any amounts due it, or if such error resulted in overpayment by the City, then such amount shall be remitted to the City.

F. Rights of Use.

Both parties recognize and agree that the protection of the health of citizens and quality of the waters of the State of Missouri are paramount to monetary or proprietary issues. However, nothing in this section shall prevent either party from seeking immediate legal recourse in a court of competent jurisdiction to recover costs and amounts due under this Agreement or to obtain specific performance or to enjoin noncompliance with the terms of this Agreement where such relief is necessary to protect the health, safety, and welfare of the residents of the District or the City or to prevent damage to the wastewater collection and treatment facilities of the District or the City.

G. Schedule

Neither the City nor the District shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. The City's Representative and the District's Representative are authorized to reasonably extend any deadlines in the Agreement for routine delays typically associated with construction projects.

ARTICLE VII: Terms of Payment

Subject to Articles V and VI of this Agreement, as a consideration for receiving the Services of the District, the City shall pay the District in the following manner:

A. Compensation Rate.

The wholesale compensation rate for the Services shall be three dollars and twenty-five cents (\$3.25) per 1,000 gallons of water usage pursuant to Article VI.E. The District shall provide the City thirty (30) days written notice of any wholesale treatment compensation rate changes. If the District elects to increase wholesale treatment rate, such increase in rate percentage shall be subject to the terms of Article VI.D. of this Agreement.

B. Payment for Services.

Payment by the City for the Services of the District shall be made to the District at the end of each monthly billing cycle upon presentation to the City of the District's statement. The City shall make prompt monthly payments in response to the District's monthly statement.

C. Interest.

If the City fails to make any payment due to the District for said services within forty-five (45) consecutive calendar days after receipt of the District's statement therefor, the amount due from the City shall increase at a rate of one and one-half percent (1½%) per month from said forty-fifth (45th) day. The City has the right to appeal or obtain clarification of any of the District's billing within ten (10) days of date of billing.

D. Participation in Gravity Line.

Upon the completion of the Gravity Line by the District pursuant to this Agreement, the City shall reimburse the District for actual out-of-pocket costs incurred by the District for legal services and surveying for the construction of the Gravity Line up to the amount of Seven Thousand Five Hundred (\$7,500.00), which reimbursement shall be due within thirty (30) days of the Service Commencement Date.

ARTICLE VIII: General Provisions

A. Governing Law.

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

B. Waiver.

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

C. Assignment.

This Agreement is to be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No assignment of this Agreement shall be effective until the Assignee assumes in writing the obligations of the assigning party, and delivers such written assumption to the other original party to this Agreement.

D. Breach of Duties.

Each party recognizes that any breach of its duties under this Agreement could cause irreparable harm to the other party, its residents or customers, or its environment, and recognizes that any damages provided for in this Agreement may not adequately compensate said party for such breaches. Therefore, in addition to the other remedies provided for in this Agreement, each party shall be entitled to seek injunctive relief in any court of competent jurisdiction to prevent or halt any continuing or threatened breach.

E. Effectuation.

The District and the City agree to pass such ordinances and resolutions and to execute such instruments from time to time as may be necessary to effectuate the terms and conditions of this Agreement.

F. Force Majeure.

Neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, war, fire and acts of nature not including normal weather conditions.

G. Severability.

In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement: this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein. This Agreement shall be governed by the laws of the State of Missouri.

H. Autonomy.

No provision of this Agreement shall be constructed to create any type of joint ownership of any property, any partnership or joint venture, or create any other rights or liabilities except as may be otherwise expressly set forth herein.

I. Sharing of Information.

The District and the City each agree to furnish the other party with information consisting of reports, engineering plans and studies that could impact the operation of either party's sewerage system, except for those documents that are protected by attorney-client privilege or otherwise excluded from disclosure under the Missouri Sunshine Law.

J. Notices.

Any notices, demands or request required by this Agreement shall be made in writing and shall be sent by U.S. Mail, postage prepaid, to the following addresses:

Platte County Regional Sewer District
Attn: Executive Director
414 State Route 273
Tracy, MO 64079

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

K. Complete Agreement.

This written agreement constitutes the complete understanding of the parties and can only be modified or terminated in writing by mutual agreement of the parties.

L. Further Assurances.

The parties will execute and deliver such further documents and do such further acts and things as may be required to carry out the intent and purpose of this Agreement.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies, have caused this Agreement to be duly executed as of the Effective Date.

CITY OF PARKVILLE

Nanette K. Johnston, Mayor

ATTEST:

Melissa McChesney, City Clerk

PLATTE COUNTY REGIONAL SEWER DISTRICT



Daniel Koch, Executive Director

ATTEST:



Shawn Burns, Secretary

Exhibit 2

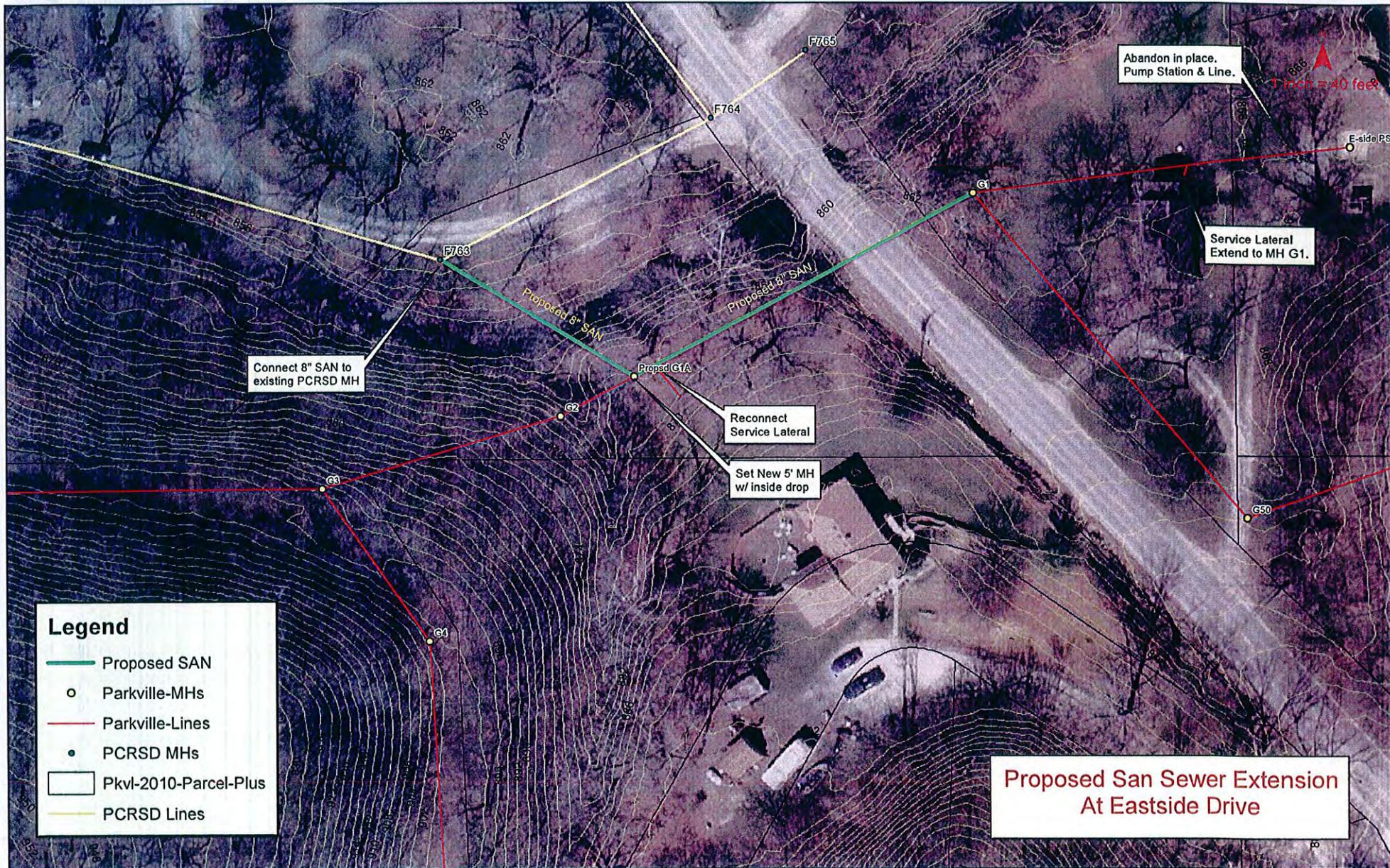


Exhibit 3
Insurance Requirements

All Contractors (as defined in the Agreement to which this Exhibit is attached) shall procure and carry, at its sole cost, until completion of any construction contract associated with the Decommissioning ("Contract") and all applicable warranty periods, all insurance as set forth below; provided, however:

- 1.1 All insurance is to be issued by companies authorized to do business in the State of Missouri, and with liability limits as specified herein. Insurers shall have A.M. Best ratings of no less than B+ or higher, and at least a Class X financial rating.
- 1.2 The City and the District reserve the right to review certified copies of any and all insurance policies to which this Agreement is applicable.
- 1.3 Insurance certificates, written on a standard ACORD form, and a copy of the additional insured endorsement, and endorsement assuring notice of cancellation or modification, must be provided in accordance with the Contract and then provided to the City and the District in accordance with this Agreement.
- 1.4 If any Contractor should subcontract any work to a third party, such party shall see to it that such third party maintains such insurance and shall furnish evidence thereof to the City and the District.
- 2.0 Such insurance shall include the following terms and conditions:
 - 2.1 All coverages obtained by the Contractors, except professional liability if applicable, shall be on an occurrence policy form and not on a claim made policy form.
 - 2.2 The cost of defense of claims shall not erode the limits of coverage furnished.
 - 2.3 Advance notice of cancellation. All insurance certificates will state that all coverages are in effect and will not be canceled without thirty (30) days' prior written notice ("endeavor to notify" language is not acceptable) to the City and the Developer and other required additional insureds, each Contractor shall submit to the City and the Developer, prior to commencing any work on the Decommissioning in accordance with the terms of the Contract and this Agreement, an endorsement to the policy confirming that such notice shall be given. All policies of liability insurance shall contain an endorsement stating the insurers agreement to provide such notice, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms, such as ACORD forms.
 - 2.4 Severability of Interest. All insurance carried shall be endorsed to provide that, inasmuch as this policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.
 - 2.5 Comprehensive Automobile Liability Insurance. Each Contractor shall maintain comprehensive automobile insurance, including contractual liabilities insuring the indemnities set forth in the Contract and this Agreement covering all owned, non-owned and hired automobiles used in connection with the services or other work hereunder, whether on or off the site, and shall have minimum bodily injury and property damage limits of \$1,000,000.00 combined single limit per occurrence. An MCS-90 endorsement shall be procured when applicable.
 - 2.6 Workers' Compensation and Employer's Liability Insurance. Each Contractor shall maintain Worker's Compensation Insurance to cover the statutory limits of the Workers' Compensation laws of the state in which any work is to be performed and when applicable to Federal Laws, Voluntary Compensation and Employer's Liability (including occupational disease) coverage with limits not less than \$500,000.00 per occurrence and \$1,000,000.00 in aggregate for

all workers on site, regardless of whether a worker is also an owner of any Contractor.

2.7 Commercial General Liability Insurance. Each Contractor shall obtain and maintain comprehensive Commercial General Liability Insurance, on an occurrence form for the hazards of (i) construction operations; (ii) subcontractors and sub-subcontractors; (iii) interruption of the City's business or the District's business; (iv) independent contractors; (v) products and completed operations (with completed operations to remain in force for two three years following project completion); (vi) explosion, collapse and underground, and (vii) contractor's protective and contractual liability insuring the indemnities set forth in the Contract, including personal injury, death and property damage. Each Contractor shall maintain minimum limits of \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate.

2.8 Excess Liability. Each Contractor shall maintain Excess Liability coverage on an umbrella form with minimum limits of \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate.

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

2.10 Additional Insureds. The City and the District and any other person or entity required by the Contract, and all their assigns, subsidiaries and affiliates shall be included as additional insureds under each Contractor's furnished insurance (except Workers' Compensation Insurance), for ongoing and completed operations, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/13 or other carrier form) under the commercial general liability policy. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING.

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

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

4. Subcontractors' Insurance. Each Contractor shall require all those subcontractors providing equipment, materials or services directly to the Contractor in connection with the Contract to obtain, maintain and keep in force coverages in accordance with the insurance requirements set forth herein during the time they are involved in performance of services or other work hereunder. Each Contractor shall obtain certificates of insurance and additional insured endorsements evidencing such coverage and provide the City and the District with such certificates and endorsements. Each Contractor shall not be excused from its obligations to cause such subcontractor to meet the insurance coverage requirements set forth under this section unless the Contractor shall have obtained in writing from the City and the District a waiver, which shall be effective only as to such requirements and for such subcontractor specifically identified therein.

5. Patent Liability. Each Contractor shall protect, defend and save the City and the District harmless from any liability, including costs and expenses, for, or on account of, any patented or unpatented invention, article or appliance manufactured or used in the performance of the Contract selected by said Contractor, and further agrees to pay all loss and expense incurred by the City and the District by reason of any such claims or suits, including attorneys' fees.

6. Professional Liability. If the Contract is entered with the Contractor, and any design or other professional services are included in the Contract, any of the Contractor shall purchase, and maintain for a period of three years after

the date of Final Completion, insurance covering claims arising out of the performance or furnishing of Design or Professional Services and for claims arising out of allegations of errors, omissions or negligent acts in connection with the Contract. The policy shall be at least as broad as the coverage provided in Owner' Design Liability Policy, Member Companies of CNA Insurance, Form G-115692-A (Ed 02/96), with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.

- 6.1 With respect to any Professional Liability insurance, each Contractor shall agree as follows:
- a. upon receipt of notice of any claim in connection with the Contract, to promptly notify the City and the District, providing full details thereof, including an estimate of the amount of loss or liability.
 - b. promptly notify the City and the District of any reduction of limits or protection afforded under any policy provided, whether or not such impairment came about as a result of events connected to the Contract.
 - c. In the event that the City and the District shall determine that the Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that they are deemed inadequate for the balance of the Decommissioning, the Contractor shall upon notice promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City and the District.

Exhibit 4
Maintenance Bond

The general contractor selected for the Decommissioning shall deliver a Maintenance Bond on the following form prior to issuance of a certificate of final completion, acceptance or final payment.

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal, and _____ a corporation, duly licensed to conduct a general surety business in the State of Missouri as Surety, are held and firmly bound unto the Platte County Regional Sewer District (the "District") and the City of Parkville, Missouri a municipality of the fourth classification (the "City"), collectively the Parties, in the sum of _____ Dollars (\$ _____), for the payment of which sum, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

THE CONDITIONS OF THIS BOND ARE SUCH THAT:

WHEREAS on _____ the District approved Construction Plans titled _____, dated _____ and signed and sealed by _____ on _____, which designate improvements to be completed by the said Principal; and

WHEREAS, on _____ the District contracted the Principal to construct the improvements in accordance with _____ (Contract).

WHEREAS, the improvements are located on public property within the jurisdiction of the City; and

WHEREAS, the Principal has been given permission by _____, on _____ to proceed in accordance with the approved Construction Plans and in accordance with the Contract.

NOW THEREFORE, if the said Principal: shall construct or cause to be constructed and completed the entire improvement in accordance with the approved construction plans, all to be done subject to the approval and acceptance of the Parties; and shall construct said improvement with such materials and in such manner that the same shall endure without need of any repairs for a period of three (3) years from and after the completion of said improvement and acceptance thereof; and if said improvement shall endure without the need of repairs for the period of three (3) years from and after the completion and acceptance thereof as aforesaid, then this obligations shall be void; otherwise to be in full force and effect.

Witness my hand and seal this _____ day of _____, _____.

Surety: _____

Principal: _____

By: _____

By: _____

Name: _____
Missouri Resident Agent Attorney-in-Fact,
Power of Attorney, Attached

Name: _____
Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Approved as to amount of Bond:

By: _____
Alysen Abel, Public Works Director
City of Parkville

Date:

CITY OF PARKVILLE

Policy Report

DATE: Thursday, January 29, 2015

PREPARED BY:
Sean Ackerson
Assistant City Administrator /Community Development Dir.

REVIEWED BY:
Lauren Palmer
City Administrator

ISSUE:

Ordinance approving the Thousand Oaks Thirteenth Plat, Phase B, Final Plat, as revised.
Case PZ13-06. Applicant, David Barth, Forest Park Development Company, LLC of Kansas City.

BACKGROUND:

In 2006, the Planning Commission and Board unanimously approved the Thousand Oaks 13th Final Plat (Ordinance 2256). The plat contained 78 single-family lots and four open space tracts on approximately 49.5 acres. After approval the market demand and other considerations changed and the plat was never recorded. Instead the plat was redesigned as two phases – A and B. On May 1, 2012, the Board approved the Thirteenth Plat, Phase A, containing 12 lots on 9.2 acres via Ordinance 2637. This plat was recorded and constructed in accordance with the approved plat and improvement plans.

Phase B, containing 66 lots on the remaining acreage was approved August 6, 2013, via Ordinance 2698. This Ordinance expressly approved the July 9, 2013, plat drawing set (three sheets) and accepted the rights-of-way and easements dedicated to the City as depicted on that plat set. Although approved, the ordinance was never recorded.

After approval, the applicant revised the development plans, changing portions of the previously approved plat, increasing the area to be platted, modifying the legal description, and modifying the layout for Summit Circle, Lots 651-656, Tract D, and the southern boundary of the plat. Ordinance 2698 did not include any provision for accepting changes to the plat after Board approval. Although these changes are not substantial, it is necessary to repeal Ordinance 2698 and approve the revised plat via a new ordinance.

A portion of Thousand Oaks subdivision is subject to Ordinance CA 39 approved November 6, 2001 and the corresponding settlement agreement with Forest Park Development, LLC executed on November 13, 2001. Per these documents, the plat is to be subject to subdivision regulations no more restrictive than Platte County's. Staff has reviewed the County's subdivision regulations and concluded that the requirements applied to the subject plat are no more restrictive than those required by the County. Similarly, staff has determined that like the City regulations, the County regulations do not have a provision for amendments after plat approval.

A revised plat set as of January 29, 2015, has been submitted and reviewed against the previously approved plat and City and County subdivision regulations. The changes included are not significant and all minimum subdivision criteria have been met. Plans for Street Improvements and Storm Sewer Improvements for Thousand Oaks Phase 13B were previously approved by the City on March 14, 2013. Revised street and storm sewer improvement plan sets were approved by Public Works Director Alysen Abel on Wednesday, January 28, 2015.

With the exception of confirmation of approval by the utility companies providing services, all other criteria have been met.

BUDGET IMPACT:

With the exception of application fees previously collected, budget impacts will be realized through increases in property and real estate taxes collected if the lots are constructed, staff time, and expenses for inspections and ongoing streets and storm sewer improvement maintenance if accepted.

ALTERNATIVES:

1. Approve the revised final plat by ordinance subject to recommended conditions.
2. Approve the revised final by ordinance subject to other conditions.
3. Refer the revised plat to the Planning Commission for reconsideration.
4. Deny the revised final plat.
5. Postpone action.

STAFF RECOMMENDATION:

The application has been reviewed against the City of Parkville's Municipal Codes, including the subdivision regulations, the R-3 zoning district regulations, the previously approved preliminary plat and the previously approved final plat. With the exception of applicable American Public Works Association (APWA) and City engineering standards, practices and policies, the proposed plat meets all applicable City requirements and is consistent with previously approved plans and plats.

Staff recommends approval subject to final approval of utility improvement plans and associated easements by the applicable service providers and approval of a revised final plat if any significant changes are required to obtain that approval.

PLANNING COMMISSION RECOMMENDATION:

On April 11, 2006, the Planning Commission found the original Thousand Oaks 13th Final Plat to be in substantial compliance with the approved preliminary plat and recommended approval subject to staff recommended conditions by a vote of 9-0. Subsequent amendments have not been referred back to the Commission since all changes made were in accordance with the April 11, 2006, recommendation for approval. The revised plat has not been resubmitted to the Planning and Zoning Commission since proposed changes are not substantial, can meet all minimum applicable criteria and are not contrary to their April 11, 2006, unanimous recommendation for approval and conditions thereof.

POLICY:

Per Parkville Municipal Code Section 505.030, all plats must be approved by the Board of Aldermen by ordinance prior to recording.

SUGGESTED MOTION:

I move that Bill No. 2828, an ordinance approving the Thousand Oaks Thirteenth Plat, Phase B, Final Plat, be approved for first reading.

I move that Bill No. 2828 be approved on first reading and passed to second reading by title only.

I move that Bill No. 2828 be approved on second reading to become Ordinance No. _____.

ATTACHMENTS:*

1. Proposed Ordinance
2. Thousand Oaks 13th Plat Phase B Final Plat last revised and signed and sealed by Sam A. Aylett, PLS on January 29, 2015.
3. 11"x17" drawing showing the primary layout changes between the proposed plat and that versions previously approved August 6, 2013 (prepared by staff)
4. Ordinance No. CA 39 approving a settlement agreement with Forest Park Development LLC on November 6, 2001
5. Ordinance No. 2698 approving Thousand Oaks 13th Plat Phase B on August 6, 2013
6. Ordinance No. 2637 approving Thousand Oaks 13th Plat Phase A on May 1, 2012 (by reference)
7. Ordinance No. 2256 approving Thousand Oaks 13th Final Plat on April 18, 2006 (by reference)
8. Plans for Street Improvements for Thousand Oaks Phase 13B signed and sealed by Wilbur M. Souders, PE, on March 13, 2013 and approved by the City on March 14, 2013 (by reference)
9. Plans for Storm Sewer Improvements for Thousand Oaks Phase 13B signed and sealed by Wilbur M. Souders, PE, on March 13, 2013 and approved by the City on March 14, 2013 (by reference)
10. Parkville Municipal Code, Chapter 505, *Subdivision Regulations* (by reference) (online at <http://ecode360.com/27903031>)
11. Platte County Government Ordinances, Chapter 405, *Subdivision Regulations* (online at http://www.co.platte.mo.us/docs/planning_zoning/2011/subdivision_regulations.pdf)(by reference)

* Hard copies of referenced materials may be provided on request.

AN ORDINANCE REPEALING ORDINANCE NO. 2698 AND APPROVING THE THOUSAND OAKS THIRTEENTH PLAT, PHASE B, FINAL PLAT SUBJECT TO CONDITIONS

WHEREAS, on April 11, 2006, the Planning and Zoning Commission recommended approval of the *Thousand Oaks 13th Plat – south half of Section 29-51-34, a replat of part of Tract A, Thousand Oaks Fourth Plat and a replat of part of Tract B, Thousand Oaks Ninth Plat, Final Plat, a subdivision in the City of Parkville, Platte County, Missouri*, subject to staff recommended conditions by a vote of 9-0; and

WHEREAS, on April 18, 2006, the Board of Aldermen accepted said recommendation and approved Ordinance 2256, approving said plat, including acceptance of proposed easements and rights-of-way dedication; and

WHEREAS, following approval, the owner of said property determined it was desirable to develop said property in two phases and as such said plat was never recorded as approved; and

WHEREAS, on May 1, 2012, the Board of Aldermen approved Ordinance No. 2637, repealing Ordinance No. 2256, and approving the Thousand Oaks Thirteenth Plat, Phase A, Final Plat, as consistent with the Planning and Zoning Commission's prior recommendation and the previously approved plat; and

WHEREAS, on March 14, 2013 the Public Works Director approved Plans for Street Improvements and Storm Sewer Improvements for Thousand Oaks Phase 13B, both plan sets signed and sealed by Wilbur M. Souders, PE; and

WHEREAS, on August 6, 2013 the Board of Aldermen approved Ordinance 2698, approving Thousand Oaks Thirteenth Plat, Phase B, Final Plat, as consistent with the Planning and Zoning Commission's prior recommendation and the previously approved plat; and

WHEREAS, after the August 6, 2013 approval, Forest Park Development LLC of Kansas City (Developer) caused the development plans to be revised, changing portions of the previously approved plat, increasing the area to be platted, modifying the legal description, and modifying the layout for Summit Circle, Lots 651-656, Tract D, and the southern boundary of the plat; and

WHEREAS, the Developer has submitted a revised Thousand Oaks Thirteenth Plat, Phase B, Final Plat, containing three sheets last revised and signed and sealed by Sam A. Aylett, PLS on January 29, 2015, all attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, Ordinance No. 2698 did not include any provision for accepting changes to the plat after Board of Aldermen approval and it is necessary to repeal Ordinance No. 2698 and approve a revised ordinance in order to approve a revised plat; and

WHEREAS, Parkville Municipal Code, Chapter 505, Subdivision Regulations requires the approval of improvement plans by the Public Works Director prior to final plat approval; and

WHEREAS, the Developer has submitted revised Plans for Street Improvements and Storm Sewer Improvements for Thousand Oaks Phase 13B which were approved by the Public Works Director on January 28, 2015; and

WHEREAS, approval of the final plat is to be conditioned on final approval of utility improvement plans and associated easements by the applicable service providers and approval of a revised final plat if any significant changes are required to obtain that approval; and

WHEREAS, the changes made to the plat are not substantial, can meet all minimum applicable criteria and are not contrary to the Planning and Zoning Commissions April 11, 2006 unanimous recommendation for approval or any conditions thereof.

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

SECTION 1. Ordinance No. 2698, approved August 6, 2013, is hereby repealed.

SECTION 2. The *Thousand Oaks Thirteenth Plat, Phase B, Final Plat*, containing three sheets last revised and signed and sealed by Sam A. Aylett, PLS on January 29, 2015, including proposed rights-of-way and easements to be dedicated to the City of Parkville, attached hereto and incorporated herein by reference as Exhibit A, is hereby approved subject to final approval of utility improvement plans and associated easements by the applicable service providers and approval of a revised final plat if any significant changes are required to obtain that approval prior to recording..

SECTION 3. The Governing Body hereby authorizes the Public Works Director or his/her designee to approve the public improvements subject to satisfactory completion of any and all associated inspections and determination that those improvements are completed in accordance with all applicable City standards and regulations. If any improvement shall not be completed in accordance with the applicable standard and regulations, acceptance may only be granted by the Board of Aldermen.

SECTION 4. The City hereby accepts and agrees to maintain City improvements in easements and rights-of-ways, which are designated on the plat, upon approval by the Public Works Director.

SECTION 5. Following completion of the conditions above, the City Clerk is hereby directed to have the plat recorded in the office of the Platte County Recorder of Deeds following execution. All expenses for recording the plat are to be borne by the Developer or their designee.

SECTION 5. This ordinance shall be effective following completion of the conditions above.

PASSED and APPROVED this 3rd day of February 2015.

Mayor Nanette K. Johnston

ATTESTED:

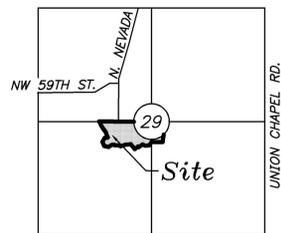
City Clerk Melissa McChesney

THOUSAND OAKS - PHASE 13B

SOUTH HALF OF SECTION 29-51-34,

FINAL PLAT

A Subdivision in the City of Parkville, Platte County, Missouri
(Per the Preliminary Plan of Thousand Oaks Estates)



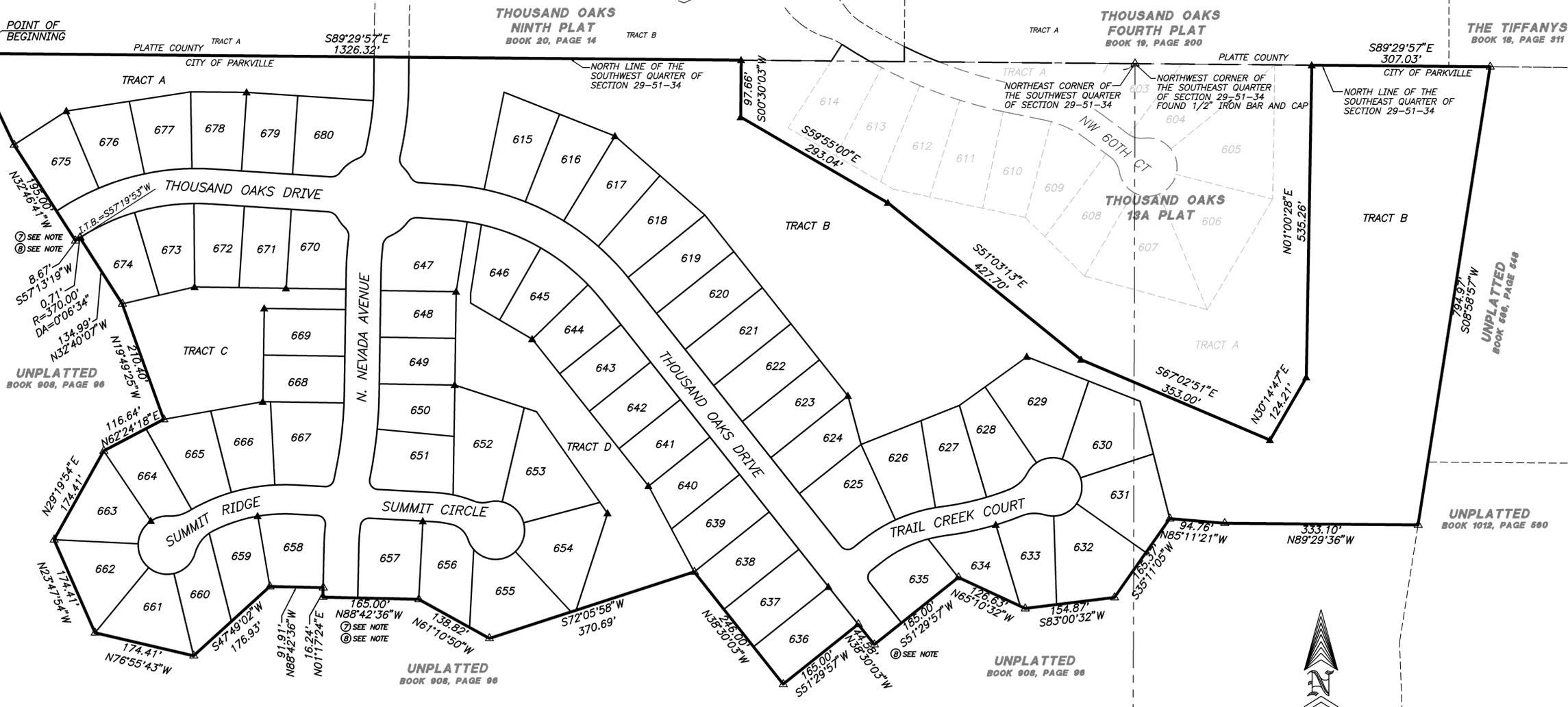
SEC. 29-51-34
Location Map

DESCRIPTION:
All that part of the South half of Section 29, Township 51, Range 34, in the City of Parkville, Platte County, Missouri, described as follows: Commencing at the Northwest corner of the Southwest Quarter of said Section 29; thence South 89 degrees 29 minutes 57 seconds East, along the North line of the Southwest Quarter of said Section 29, a distance of 609.84 feet to a point on the South line of Tract "A", THOUSAND OAKS NINTH PLAT, a subdivision of land in Platte County, Missouri, said point also being the Point of Beginning of the tract of land herein to be described; thence continuing South 89 degrees 29 minutes 57 seconds East, along the North line of the Southwest Quarter of said Section 29 and the South line of Tract "A" of said THOUSAND OAKS NINTH PLAT, a distance of 1326.32 feet; thence South 00 degrees 30 minutes 03 seconds West, a distance of 97.66 feet; thence South 59 degrees 55 minutes 00 seconds East, a distance of 293.04 feet; thence South 51 degrees 03 minutes 13 seconds East, a distance of 427.70 feet; thence South 67 degrees 02 minutes 51 seconds East, a distance of 353.00 feet; thence North 30 degrees 14 minutes 47 seconds East, a distance of 124.21 feet; thence North 01 degrees 00 minutes 28 seconds East, a distance of 535.26 feet to a point on the North line of the Southeast Quarter of said Section 29, said point being on the South line of Tract "A", THOUSAND OAKS FOURTH PLAT, a subdivision of land in Platte County, Missouri; thence South 89 degrees 29 minutes 57 seconds East, along the North line of the Southeast Quarter of said Section 29, also being the South line of Tract "A" of said THOUSAND OAKS FOURTH PLAT, also being the South line of Lot 7, THE TIFFANYS, a subdivision of land in Platte County, Missouri, a distance of 307.03 feet; thence South 08 degrees 58 minutes 57 seconds West, a distance of 794.97 feet; thence North 89 degrees 29 minutes 36 seconds West, a distance of 333.10 feet; thence North 85 degrees 11 minutes 21 seconds West, a distance of 94.76 feet; thence South 35 degrees 11 minutes 05 seconds West, a distance of 165.37 feet; thence South 83 degrees 00 minutes 32 seconds West, a distance of 154.87 feet; thence North 65 degrees 10 minutes 32 seconds West, a distance of 126.63 feet; thence South 51 degrees 29 minutes 57 seconds West, a distance of 185.00 feet; thence North 38 degrees 30 minutes 03 seconds West, a distance of 44.58 feet; thence South 51 degrees 29 minutes 57 seconds West, a distance of 165.00 feet; thence North 38 degrees 30 minutes 03 seconds West, a distance of 246.00 feet; thence South 72 degrees 05 minutes 58 seconds West, a distance of 370.69 feet; thence North 61 degrees 10 minutes 50 seconds West, a distance of 138.82 feet; thence North 88 degrees 42 minutes 36 seconds East, a distance of 162.4 feet; thence North 01 degrees 17 minutes 24 seconds West, a distance of 176.93 feet; thence North 76 degrees 55 minutes 43 seconds West, a distance of 174.41 feet; thence North 23 degrees 47 minutes 54 seconds East, a distance of 174.41 feet; thence North 29 degrees 19 minutes 54 seconds East, a distance of 174.41 feet; thence North 62 degrees 24 minutes 18 seconds East, a distance of 116.64 feet; thence North 19 degrees 49 minutes 25 seconds West, a distance of 210.40 feet; thence North 32 degrees 40 minutes 07 seconds West, a distance of 134.99 feet to a point on a circular curve to the left, having an initial tangent bearing of South 57 degrees 19 minutes 53 seconds West, and a radius of 370.00 feet; thence Southwesterly along the curve, having a delta angle of 00 degrees 06 minutes 34 seconds, an arc distance of 0.71 feet; thence South 57 degrees 13 minutes 19 seconds West, a distance of 8.67 feet; thence North 32 degrees 46 minutes 41 seconds West, a distance of 195.00 feet; thence North 25 degrees 19 minutes 48 seconds West, a distance of 173.43 feet to the Point of Beginning. Said tract of land contains 40.72 Acres, more or less.

- NOTES:
- Bearing System is based on the Missouri State Plane Coordinate System.
 - Parent tract is recorded at the Platte County Recorder of Deeds office in Book 908, Page 96.
 - This plat meets the accuracy requirements for an urban class of property.
 - Permanent reference monument and semi-permanent lot corners and curb chip at lot line projections will be placed upon completion of construction but in any event, within twelve months after the plat has been recorded.
 - This tract of land does not lie within a regulatory floodplain, per FIRM Map No. 290475 0165 A, dated December 18, 1979.
 - On corner lots the 25 foot building line indicates the front of the lot, for purposes of building placement.
 - Temporary cul-de-sac easements will be provided by separate document. Said easements will be vacated or dedicated as right-of-way when the streets are extended in the future.
 - These streets will be extended in the future as part of future phases of development.
 - No vehicular access shall be allowed along the roundabout. See Sheet 2 for restricted limits.

I hereby state that the plat of THOUSAND OAKS - PHASE 13B subdivision is based on an actual survey made by me or under my direct supervision and that said survey meets or exceeds the current Missouri Minimum Standards for Property Boundary Surveys as established by the Missouri Department of Natural Resources, Division of Geological Survey and Resources Assessment, and Missouri Standards for Property Boundary Surveys, established by the Missouri Board of Architects, Professional Engineers, Professional Land Surveyors and Landscape Architects. I further state that I have complied with all statutes, ordinances and regulations governing the practice of surveying and the platting of subdivisions to the best of my professional knowledge and belief.

DATE: _____
SAM A. AYLETT, PLS-2074



DEDICATION: The undersigned proprietors of the tract of land described hereon have caused the same to be subdivided in the manner as shown on the accompanying plat which subdivision shall hereafter be known as "THOUSAND OAKS - PHASE 13B".
STREETS: Streets and Right of Ways shown on this plat and not heretofore dedicated to public use are hereby so dedicated.

BUILDING LINES: Building lines or setback lines are hereby so established as shown on the accompanying plat and no building or portion thereof shall be built between this line and the street line. Variance case number BZA04-35 was approved on October 20, 2004, which allowed a reduction of the side-yard setbacks in an R-3 District from 10 feet to 6.5 feet for the Thousand Oaks Estates development with the condition that there would be a 10 foot side yard setback requirement for any property abutting non Thousand Oaks property.

EASEMENTS DEDICATION: An easement is hereby granted to Parkville, Missouri, and to the utility companies franchised to operate in Parkville, Missouri, for the purpose of locating, constructing, operating and maintaining facilities for water, gas, electricity, sewage, telephone, cable TV and surface drainage including, but not limited to, underground pipes and conduits, pad mounted transformers, service pedestals, any or all of them upon, over, under and along the strips of land designated "Utility Easement" or "U/E". Where other easements are designed for a particular purpose, the use thereof shall be limited to that purpose only. All the above easements shall be kept free from any and all obstructions which would interfere with the construction or reconstruction and proper, safe and continuous maintenance of the aforesaid uses and specifically there shall not be built thereon or thereover any structure (except driveways, paved areas, grass, shrubs and fences) nor shall there be any obstruction to interfere with the agents and employees of Parkville, Missouri, and its franchised utilities from going upon said easement and as much of the adjoining lands as may be reasonably necessary in exercising the rights granted by the easements. No excavation or fill shall be made or operation of any kind or nature shall be performed which will reduce or increase the earth coverage over the utilities above stated or the appurtenances thereto without the written approval of the Director of Public Works, as to utility easements.

DRAINAGE EASEMENTS: An easement is hereby granted to Parkville, Missouri, for the purpose of locating, constructing, operating and maintaining facilities for stormwater drainage including, but not limited to, underground pipes and conduits, any or all of them upon, over, under and along the strips of land designated "Drainage Easement" or "D/E".

SEWER EASEMENTS: An easement or license is hereby granted to Platte County Regional Sewer District to locate, construct and maintain or authorize the location, construction and maintenance and use of sanitary sewer mains under and along the strips designated "Sewer Easement" or "S/E".

RESTRICTIONS: Covenants and restrictions have been filed simultaneously with this plat.

PRIVATE OPEN SPACE: Tracts A, B, C and D are reserved for Private Open space and are to be owned and maintained by the Homeowners Association.

IN TESTIMONY WHEREOF: FOREST PARK DEVELOPMENT COMPANY OF KANSAS CITY, LLC, a Missouri Limited Liability Company, has by the authority of its Members caused this instrument to be executed by its Member this _____ day of _____, 20____.

STATE OF MISSOURI } s.s. _____ David Barth, Member
COUNTY OF _____

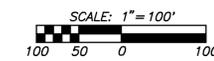
Be it remembered that on this _____ day of _____, 20____, before me the undersigned Notary Public in and for the County and State above mentioned, came David Barth, Member of FOREST PARK DEVELOPMENT COMPANY OF KANSAS CITY, LLC, a Missouri Limited Liability Company, who is personally known to me and duly sworn did say that he executed this instrument as the free act and deed of said FOREST PARK DEVELOPMENT COMPANY OF KANSAS CITY, LLC and was signed by its authority, in testimony whereof.

IN TESTIMONY WHEREOF: I have hereunto set my hand and affixed my notarial seal at my office in _____ County, Missouri, on the day and year last written.

My Commission Expires: _____ NOTARY PUBLIC

BOARD OF ALDERMEN
City of Parkville, Missouri: This is to Certify that this plat of THOUSAND OAKS - PHASE 13B, was duly submitted to and considered by and approved by the Board of Aldermen of Parkville, Missouri, by Ordinance No. _____ duly authenticated as passed this _____ day of _____, 20____.

MAYOR: Nanette K. Johnston CITY CLERK: Melissa McChesney



- LEGEND:
- R = Radius
 - I.T.B. = Initial Tangent Bearing
 - DA = Delta Angle
 - N.T.S. = Not to Scale
 - △ Denotes Existing 1/2" Bar Capped MO 156, unless otherwise noted
 - ▲ Denotes Permanent Reference Monument

FINAL PLAT
THOUSAND OAKS - PHASE 13B
PARKVILLE, PLATTE COUNTY, MISSOURI

Developer:
FOREST PARK DEVELOPMENT OF KANSAS CITY, LLC
6014 N. HWY. 9
PARKVILLE, MO 64152

AYLETT SURVEY & ENGINEERING COMPANY
LAND SURVEYING ~ CIVIL ENGINEERING ~ LAND PLANNING
201 NW 72ND ST. ~ GLADSTONE, MO 64118
PH. (816) 438-0732 ~ FAX (816) 438-0767

SHEET 1 OF 3

Drawn By: JKR File Name: 45200FPA SEC: 19-51-34 Date: January 29, 2015 Job No: 45200

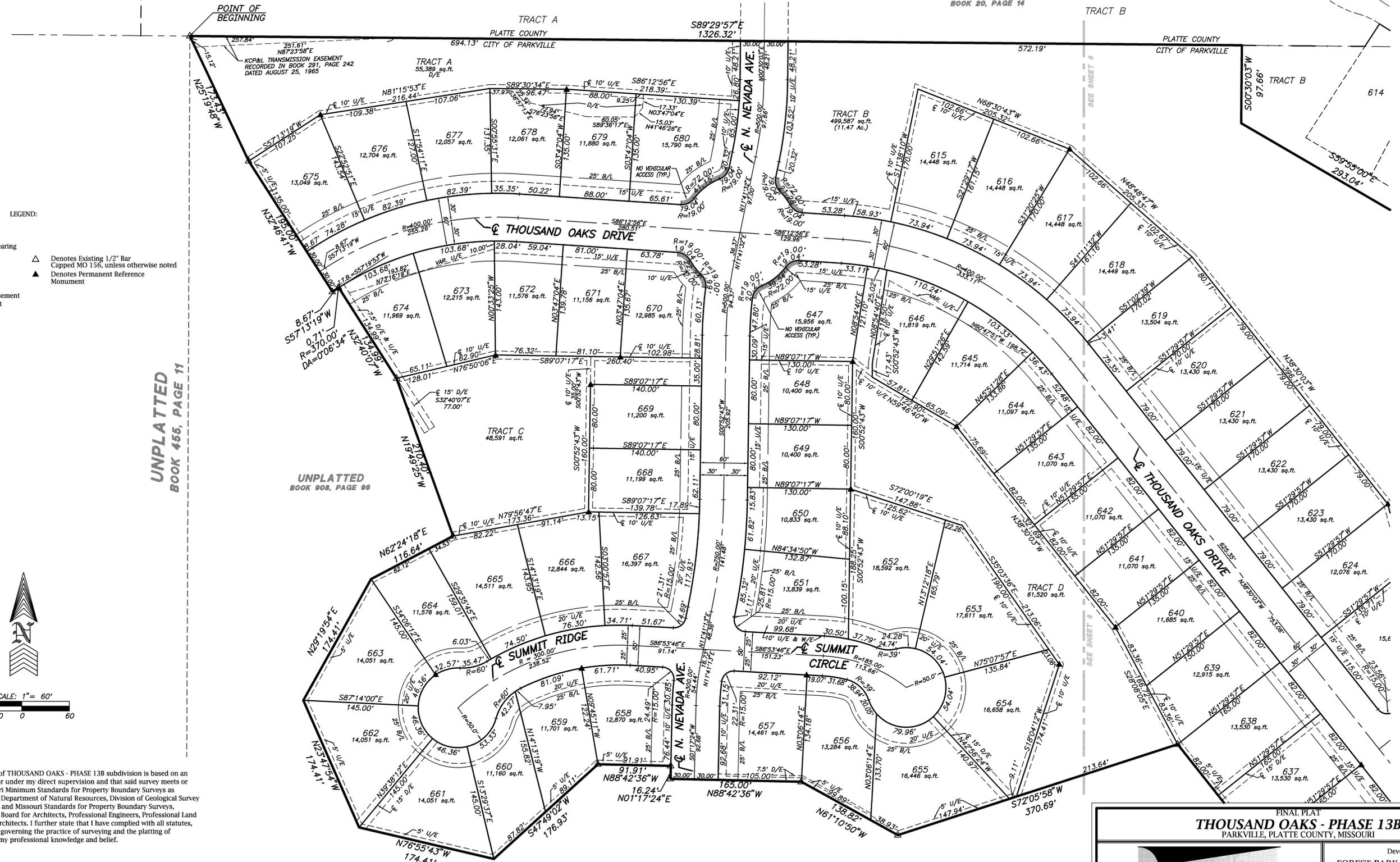
THOUSAND OAKS - PHASE 13B

SOUTH HALF OF SECTION 29-51-34,

FINAL PLAT

A Subdivision in the City of Parkville, Platte County, Missouri
(Per the Preliminary Plan of Thousand Oaks Estates)

THOUSAND OAKS
NINTH PLAT
BOOK 20, PAGE 14

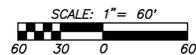


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UNPLATTED
BOOK 455, PAGE 11

UNPLATTED
BOOK 908, PAGE 98

UNPLATTED
BOOK 908, PAGE 98



I hereby state that the plat of THOUSAND OAKS - PHASE 13B subdivision is based on an actual survey made by me or under my direct supervision and that said survey meets or exceeds the current Missouri Minimum Standards for Property Boundary Surveys as established by the Missouri Department of Natural Resources, Division of Geological Survey and Resources Assessment, and Missouri Standards for Property Boundary Surveys, established by the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors and Landscape Architects. I further state that I have complied with all statutes, ordinances and regulations governing the practice of surveying and the platting of subdivisions to the best of my professional knowledge and belief.

DATE: _____
SAM A. AYLETT, PLS 2074

FINAL PLAT THOUSAND OAKS - PHASE 13B PARKVILLE, PLATTE COUNTY, MISSOURI	
<p>AYLETT SURVEY & ENGINEERING COMPANY LAND SURVEYING ~ CIVIL ENGINEERING ~ LAND PLANNING 201 NW 72ND ST. ~ GLADSTONE, MO 64118 PH. (816) 438-0732 ~ FAX (816) 438-0767</p>	Developer: FOREST PARK DEVELOPMENT OF KANSAS CITY, LLC 6014 N. HWY. 9 PARKVILLE, MO 64152
SHEET 2 OF 3	
Drawn By: JKR File Name: 45200FPA SEC: 29-51-34 Date: January 29, 2015 Job No: 45200	

THOUSAND OAKS - PHASE 13B

SOUTH HALF OF SECTION 29-51-34,

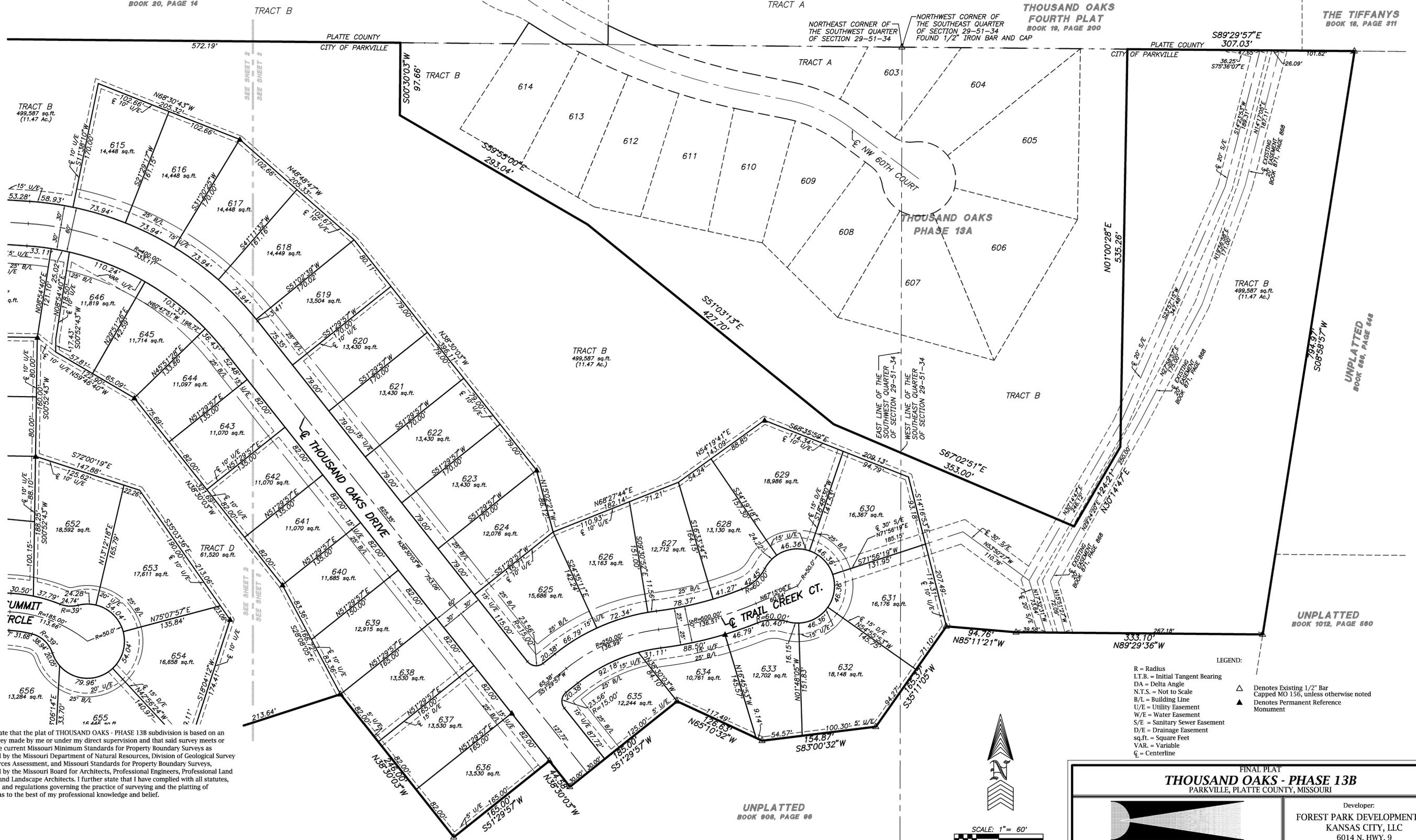
FINAL PLAT

A Subdivision in the City of Parkville, Platte County, Missouri
(Per the Preliminary Plan of Thousand Oaks Estates)

THOUSAND OAKS
NINTH PLAT
BOOK 20, PAGE 14

THOUSAND OAKS
FOURTH PLAT
BOOK 19, PAGE 200

THE TIFFANYS
BOOK 18, PAGE 311

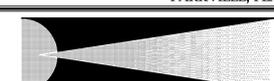


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 - ▲ Denotes Permanent Reference Monument

DATE: _____
SAM A. AYLETT, PLS 2074

FINAL PLAT
THOUSAND OAKS - PHASE 13B
PARKVILLE, PLATTE COUNTY, MISSOURI



AYLETT SURVEY & ENGINEERING COMPANY
LAND SURVEYING ~ CIVIL ENGINEERING ~ LAND PLANNING
201 NW 72ND ST. ~ GLADSTONE, MO 64118
PH. (816) 438-0732 ~ FAX (816) 438-0767

Developer:
FOREST PARK DEVELOPMENT OF KANSAS CITY, LLC
6014 N. HWY. 9
PARKVILLE, MO 64152

SHEET 3 OF 3

Drawn By: JKR File Name: 45200FPA SEC: 19-51-34 Date: January 29, 2015 Job No: 45200

THOUSAND OAKS - PHASE 13B

SOUTH HALF OF SECTION 29-51-34,
FINAL PLAT

A Subdivision in the City of Parkville, Platte County, Missouri
(Per the Preliminary Plan of Thousand Oaks Estates)

REMOVED SQA 1-9-14

City of Parkville

Case #

Exhibit #

City of Parkville

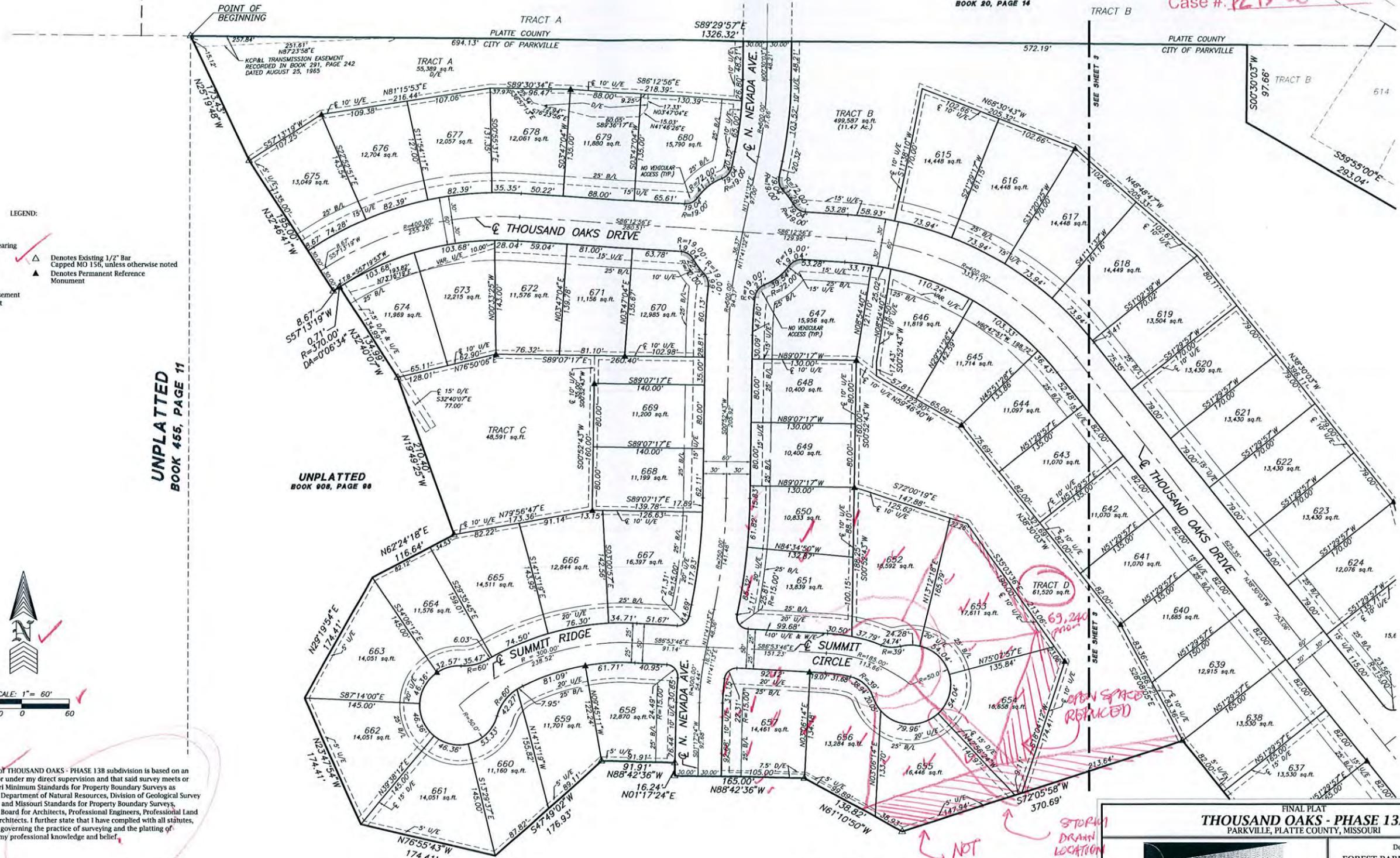
FILE COPY

Case #: PL 13-06

THOUSAND OAKS
NINTH PLAT
BOOK 20, PAGE 14

TRACT B

PLATTE COUNTY
CITY OF PARKVILLE

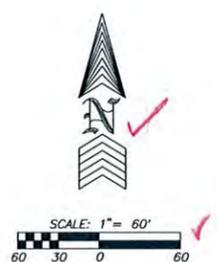


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UNPLATTED
BOOK 455, PAGE 11

UNPLATTED
BOOK 908, PAGE 98

UNPLATTED
BOOK 908, PAGE 98



I hereby state that the plat of THOUSAND OAKS - PHASE 13B subdivision is based on an actual survey made by me or under my direct supervision and that said survey meets or exceeds the current Missouri Minimum Standards for Property Boundary Surveys as established by the Missouri Department of Natural Resources, Division of Geological Survey and Resources Assessment, and Missouri Standards for Property Boundary Surveys, established by the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors and Landscape Architects. I further state that I have complied with all statutes, ordinances and regulations governing the practice of surveying and the platting of subdivisions to the best of my professional knowledge and belief.

DATE: _____
SAM A. AYLETT, PLS 2074

STORM DRAIN LOCATION
NOT PREVIOUSLY INCLUDED

FINAL PLAT THOUSAND OAKS - PHASE 13B PARKVILLE, PLATTE COUNTY, MISSOURI	
Developer: FOREST PARK DEVELOPMENT OF KANSAS CITY, LLC 6014 N. HWY. 9 PARKVILLE, MO 64152	AYLETT SURVEY & ENGINEERING COMPANY LAND SURVEYING - CIVIL ENGINEERING - LAND PLANNING 301 NW 72ND ST. - CLAYSTONE, MO 64118 PH. (816) 836-9732 - FAX (816) 836-0787
SHEET 2 OF 3	
Drawn By: JKR File Name: 45200FPA SEC: 29-51-34	Date: July 9, 2013 Job No: 45200

AS REVISED.

REVISION DATE?

BILL NO. CA 39

ORDINANCE NO. CA 39

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A SETTLEMENT AGREEMENT WITH FOREST PARK DEVELOPMENT, L.L.C. TO BIND THE CITY OF PARKVILLE, MISSOURI TO THE TERMS THEREOF.

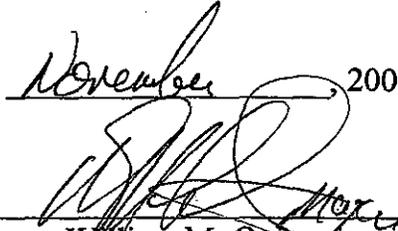
WHEREAS, the City of Parkville, Missouri and Forest Park Development, L.L.C. have come to an amicable agreement regarding the Annexation Petition filed by the City in Platte County Circuit Court Case No. 01CV82127.

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

SECTION 1: The Mayor is hereby authorized and directed to sign the Settlement Agreement attached hereto and made a part hereof by reference.

SECTION 2: The City shall be bound by all of the terms and conditions of the Settlement Agreement and all City Officials are hereby directed to take all action necessary to carry out the terms thereof.

PASSED THIS 6th DAY OF November, 2001.



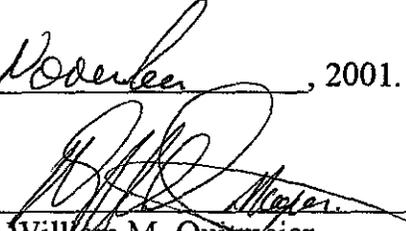
Mayor William M. Quitmeier

ATTEST:



CITY CLERK

APPROVED THIS 6th DAY OF November, 2001.



Mayor William M. Quitmeier

IN THE CIRCUIT COURT OF PLATTE COUNTY, MISSOURI

CITY OF PARKVILLE, MISSOURI

PLAINTIFF



vs.

NO. 01CV82127
DIVISION I

KIRK and KIM CAMORIANO, et al.

DEFENDANTS

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into this 19th day of November, 2001 by and between the City of Parkville ("Plaintiff") and Forest Park Development, L.L.C. ("Defendant"), one of the Defendants in this matter, with the express purpose and intention to forever compromise, settle, release and resolve all claims between the Plaintiff and Defendant.

WHEREAS, the Plaintiff filed a Class Action Petition for Declaratory Judgment Authorizing Annexation herein; and

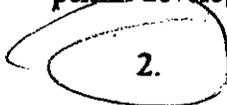
WHEREAS, Defendant filed an Answer to said Petition requesting that the Court enter a judgment finding and declaring that Plaintiff has not fully complied with all the provisions of Section 71.015 R.S.Mo. et seq. and judgment denying any authorization to Plaintiff to proceed with the proposed annexation; and

WHEREAS, all parties to this Settlement Agreement wish to resolve, compromise and settle all claims arising in the above-captioned matter in accordance with this Agreement.

BE IT AGREED that in exchange for the mutual covenants and undertakings expressed herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is agreed:

1. Plaintiff will allow Defendant to develop any land annexed pursuant to the Petition filed herein with zoning which is no more restrictive than the current Platte County R-7 Zone and which shall be subject to subdivision regulations no more restrictive nor burdensome than those currently in effect in Platte County. Plaintiff will amend any applicable zoning regulations to comply with this Agreement and will amend any subdivision regulations or grant variances to certain subdivision regulations so as to permit development in conformance with this Agreement.

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2. Plaintiff will approve all plats submitted to it for approval that have been approved by Platte County without adding any new or additional requirements for said approval.

3. Plaintiff will voluntarily de-annex the Defendant's development currently platted as "Thousand Oaks" if the annexation described in the Petition filed herein is approved and the proposed annexation finalized.

4. Plaintiff will approve Defendant's plans to establish a lake in the Sixth, Seventh and Eighth Phases of Thousand Oaks pursuant to Platte County guidelines and if approved by Platte County prior to annexation, will allow the Platte County plat to be recorded post-annexation.

5. Plaintiff will allow Defendant to install street lighting in any development annexed by the proposed annexation which conforms to that currently installed in the

Thousand Oaks subdivision and will either pay the Defendant what Plaintiff would have paid KCP&L for the installation of street lighting or will enter into an agreement leasing the street lighting from any homeowner's association on the same terms and conditions as street lighting is leased from KCP&L.

6. As a condition precedent to performance by Plaintiff on de-annexation, Defendant will obtain all necessary consents to the proposed voluntary de-annexation of the Thousand Oaks subdivision. Defendant will make the improvements to Brinkmeyer Road as agreed with Platte County pursuant to subdivision approval by Platte County.

7. Defendant will withdraw its opposition to the Plaintiff's Petition filed herein.

8. Defendant agrees to pay any costs in the above-captioned matter which might be assessed to Defendant.

9. Plaintiff and Defendant warrant and acknowledge that this Settlement Agreement is for the stated consideration and that no promise or agreement not herein expressed has been made; that this Settlement Agreement is not executed in reliance upon any statement or representation made by any party hereby released, except as set forth herein; that this Settlement Agreement shall be binding upon the parties hereto and upon their successors and assigns; that the terms herein are contractual and not mere recitals; that Plaintiff, by municipal ordinance, has the right to execute this Agreement and Defendant has the legal capacity to execute this Agreement; and that both parties have had their representatives read this Settlement Agreement and fully understand it and execute it with full knowledge of its content and meaning.

10. The parties hereto agree that they shall be responsible for their own respective attorney's fees and that Plaintiff shall pay all court costs in the above-captioned matter which might be taxed to Defendant.

11. This Agreement shall be binding upon the parties hereto and upon their successors and assigns forever.

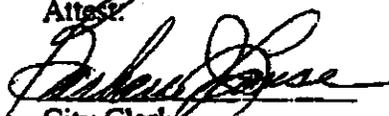
IN WITNESS WHEREOF, the parties have caused this Settlement Agreement to be executed on the date first above written.

CITY OF PARKVILLE, MISSOURI

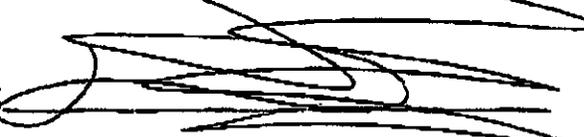
By: 
William M. Quitmeier

Title: Mayor

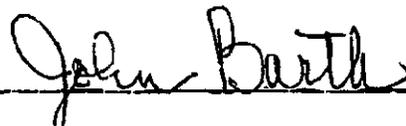
Attest:


City Clerk

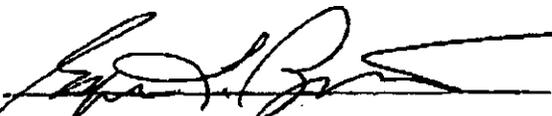
FOREST PARK DEVELOPMENT, L.L.C.

By: 

Title: Member

By: 
John Barth

Title: Member

By: 

Title: Member

AN ORDINANCE APPROVING THE THOUSAND OAKS THIRTEENTH PLAT, PHASE B, FINAL PLAT INCLUDING ACCEPTANCE OF PROPOSED EASEMENTS AND RIGHTS-OF-WAY DEDICATION.

WHEREAS, At their April 11, 2006 meeting, the Planning Commission recommended approval of the *Thousand Oaks 13th Plat – south half of Section 29-51-34, a replat of part of Tract A, Thousand Oaks Fourth Plat and a replat of part of Tract B, Thousand Oaks Ninth Plat, Final Plat, a subdivision in the City of Parkville, Platte County, Missouri*, subject to staff recommended conditions by a vote of 9-0; and

WHEREAS, On April 18, 2006, the Board of Aldermen accepted said recommendation and approved Ordinance 2256, approving said plat, including acceptance of proposed easements and rights-of-way dedication; and

WHEREAS, Following approval, the owner of said property determined it was desirable to develop said property in two phases and as such said plat was never recorded as approved; and

WHEREAS, On May 1, 2012, the Board of Aldermen approved Ordinance 2637, repealing Ordinance 2256, and approving the Thousand Oaks Thirteenth Plat, Phase A, Final Plat, as consistent with the Planning Commission's prior recommendation and the previously approved plat; and

WHEREAS, No significant change has been made to the plat or the subdivision regulations, improvement requirements or other applicable codes since the Planning Commission's prior recommendation or the Board's prior approval.

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

SECTION 1. The *Thousand Oaks Thirteenth Plat, Phase B, Final Plat*, containing three sheets and dated July 9, 2013, including proposed rights-of-way and easements, as described in said plat attached hereto and incorporated herein by reference as Exhibit A, is hereby approved.

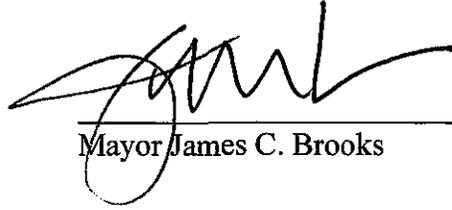
SECTION 2. The City agrees to maintain said public streets located in dedicated rights-of-way and public stormwater infrastructure located in storm water utility easements, which are designated on the plat map and recorded in the office of the Platte County Recorder of Deeds, once constructed to City standards and accepted for maintenance.

SECTION 3. The Governing Body hereby authorizes the Public Works Director, upon receiving notification of completion of the public improvement, performing any and all appropriate inspections of the public improvements and determining that the public improvements are completed in accordance with all applicable City standards, to approve the public improvements.

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

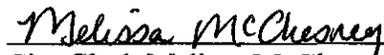
PASSED and APPROVED this 6th day of August 2013.





Mayor James C. Brooks

ATTESTED:



City Clerk Melissa McChesney

CITY OF PARKVILLE

Policy Report

DATE: Thursday, January 29, 2015

PREPARED BY:

Sean Ackerson
Assistant City Administrator /Community Development Dir.

REVIEWED BY:

Lauren Palmer
City Administrator

ISSUE:

Request for authorization to petition the Missouri Highways and Transportation Commission to vacate portions of 45 Highway rights-of-way north and south of the roundabout at National Drive and to negotiate associated terms and agreements.

Applicant, Tony Borchers, Director of Development, FiveStar Lifestyles.

BACKGROUND:

FiveStar Lifestyles (the National) has requested that the City petition the Missouri Highways and Transportation Commission (MHTC) to vacate two portions of rights-of-way previously donated to the Missouri Department of Transportation (MoDOT) by the National (see attachment 1). The two rights-of-way are located north and south of the roundabout at 45 Highway and National Drive (see attachment 2). The National is requesting these areas in hopes of being able to make further landscaping and signage improvements that could be permitted under City regulations, but would not be permitted under State highway regulations.

Prior to the roundabout at National Drive being reconstructed as part of the recent 45 Highway widening project, the National had landscaped and improved the islands in the roundabout and splitters and the areas outside the travel lanes. These improvements greatly improved the appearance of the highway corridor and were recognized as a City landmark. After removal, the National envisioned new improvement plans including landscaping, rock, signage and other improvements. A portion of these improvements have been permitted by MoDOT through two agreements executed in July 2013 (see attachments 3 and 4). The first agreement, between MoDOT and the City, authorized landscaping improvements and obligated the City to ongoing maintenance. The second agreement, between the City and FiveStar Lifestyles, obligated the National to installing and maintain the improvements.

Since then The National has sought approval of signage and additional improvements. State highway regulations do not include provisions for decorative signage and they will no longer approve private development improvements in the State highway rights-of-way. Instead, to meet the highway regulations, signage would have to be designed on breakaway bases greatly limiting design. The resulting signage is not consistent with The National's vision or the general character of the corridor. As an alternative, MoDOT had suggested that those portions of the highway rights-of-way containing the landscaped islands where signage is proposed be vacated so the signs could be considered and approved under the City regulations. However, MHTC cannot vacate rights-of-way containing public streets to a private entity. Instead, The National is requesting the City petition for vacation and accept the rights-of-way as part of the city public street system.

The areas requested by The National contain other storm sewer, lighting and utility improvements. If included in the area to be vacated, the City would need to negotiate maintenance with MoDOT and The National. As an alternative, the request may be to only vacate the islands if possible.

In order to proceed, City staff requests authorization from the Board of Aldermen to petition MHTC for the vacation of all or portions of the rights-of-way subject to final Board of Aldermen approval and to negotiate terms and conditions of any associated maintenance agreement. To that extent, the areas in question are already covered under the July 2013 maintenance agreement between the City and FiveStar Lifestyles. Staff has prepared a draft amendment #1 to clarify that any new improvements would be the maintenance responsibility of The National (see attachment 5). The National has previously reviewed the draft and agreed to the terms should the rights-of-way be transferred to the City.

BUDGET IMPACT:

Budget impact would be dependent on the negotiated terms. If portions of the road improvements on National Drive are included the City would be responsible for ongoing maintenance. Increased maintenance costs would be nominal and would be covered within the existing funds budgeted for the Transportation Fund (Fund 40).

ALTERNATIVES:

1. Authorize staff to proceed as recommended.
2. Authorize staff to proceed subject to specified conditions.
3. Deny the request.
4. Postpone action.

STAFF RECOMMENDATION:

City staff requests authorization from the Board of Aldermen to petition MHTC for the vacation of all or portions of the requested rights-of-way subject to final Board of Aldermen approval and to negotiate terms and conditions of any associated maintenance agreement.

POLICY:

Public land and easements require acceptance by the Board of Aldermen.

SUGGESTED MOTION:

I move to authorize City staff to petition MHTC for the vacation of all or portions of the requested rights-of-way subject to final Board of Aldermen approval and to negotiate terms and conditions of any associated maintenance agreement.

ATTACHMENTS:

1. January 19, 2015 letter of request from Tony Borchers, Director of Development, FiveStar Lifestyles
2. Map showing approximate location of the maximum right-of-way area requested
3. July 16, 2013 maintenance agreement between MoDOT and the City
4. July 16, 2013 maintenance agreement between City and FiveStar Lifestyles
5. Draft amendment #1 to the July 16, 2013 agreement between City and FiveStar Lifestyles



FIVESTAR LIFESTYLES

PO Box 14146
Parkville, Missouri 64152
Ph: 816-777-2277
Fx: 816-741-1462

January 19, 2015

Mr. Sean Ackerson
Assistant City Administrator
City of Parkville
8880 Clark Avenue
Parkville, MO 64152

Dear Mr. Ackerson:

As we have discussed, The National respectfully requests the City petition MoDOT for a portion of right-of-way previously donated to MoDOT by The National. This right-of-way is located north and south of the roundabout at 45 Highway and National Drive (see attached map). The right-of-way requested is part the land we donated (valued in excess of \$2M) in order to help close the funding gap, allowing Highway 45 to be widened as part of the Amendment 3 projects. These two portions extended well beyond that area previously dedicated for the roundabout. The additional area was requested by MoDOT to help reduce the project costs by tying into desired grades. Granting the additional land was one of several compromises The National made to help made the project feasible.

As part of our donation agreements, MoDOT agreed to allow The National to regain ownership of excess right-of-way that was no longer needed after project completion. We have previously regained right-of-way donated to MoDOT in order to advance the Village at The National office project. Unlike with the Village project, the right-of-way requested includes street improvements. In this case, MoDOT will only deed the property to the City so that two sections of public right-of-way and improvements are not separated by private ownership.

We are requesting that the City request these two areas from MoDOT, so we can make improvements to the splitter islands and abutting landscaped areas which are not allowed under the MoDOT highway regulations. You may recall that prior to the roundabout expansion The National had greatly improved the appearance of the intersection with landscaping and other improvements. After the widening project, we redesigned the entry monumentation that was removed for the highway widening. Through a three party agreement, MoDOT and the City approved our landscaping plans and we agreed to install landscaping and other improvements in the center of the roundabout, in the splitter islands and along the edge of the roadway at no expense to MoDOT or the City. Unfortunately, MoDOT cannot approve the rest of our vision under their highway regulations. The City accepting the two portions of right-of-way from MoDOT would allow us to make the desired improvements if approved by the City.

If transferred by MoDOT, the City would be responsible for maintenance of the area accepted. It may be helpful to know that this area was previously maintained by Parkville prior to MoDOT's construction of the first roundabout (the first on a State Highway). In exchange for accepting the right-of-way from MoDOT, the National agrees to improve and maintain the landscaped areas. The improvements we have

already made in this location were completed under a permit from MoDOT and three-party agreements between MoDOT, the City and the National Homeowner's Association. Under these agreements the National Homeowner's Association is obligated to maintain the landscaping improvements. The right-of-way areas requested to be deeded to the City are covered under this maintenance agreement.

With the improvements we have already made and have planned for the future, we believe the community as a whole has and will benefit from the improved appearance. The improvements we made to the prior roundabout were recognized by many as a Parkville landmark. We believe with our existing and planned improvements, the roundabout will once again be a landmark for the community and we respectfully ask the City approved this request.

If you have any questions or would like additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tony B.', with a stylized flourish at the end.

Tony Borchers
Director of Development



Approximate location of MoDOT ROW requested to be vacated by the National

CCO Form: MT17
Approved: 12/07 (BDG)
Revised: 02/11 (ASB)
Modified: 06/25/13

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
LANDSCAPE IMPROVEMENTS AGREEMENT**

THIS AGREEMENT is made and entered into by and between the Missouri Highways and Transportation Commission (hereinafter, "Commission"), whose address is P.O. Box 270, 105 W. Capitol, Jefferson City, Missouri 65102, and the City of Parkville, Missouri (hereinafter, "City"), whose address is 8880 Clark Avenue, Parkville, MO 64152.

WITNESSETH:

WHEREAS, the Commission owns and operates, as part of the State Highway System, MO 45 Highway located within the City limits in Platte County; and

WHEREAS, the City is desirous of performing certain tasks related to the installation and maintenance of landscape improvements within the City limits.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained in this Agreement, the parties agree as follows:

- (1) **PROPOSAL:** The City proposes and the Commission will allow the installation, including maintenance, of landscape improvements on Commission right-of-way as provided in this Agreement. The landscape improvements are limited to the installation of the proposed and approved plants as shown within the provided plans from Fivestar Lifestyles, LLC and Embassy Landscape Group, Inc.
- (2) **LOCATION:** The general location of the landscape improvements to be installed and maintained pursuant to this Agreement is at Station 1745+76.01 of 45 Highway and Station 50+00 of National Drive. The proposed landscaping includes the roundabout and the splitter islands of National Drive. (See attached plan sheet MODOT Job J4U1108, Sheet No. 20)
- (3) **COSTS:** All costs associated with the installation and maintenance of the proposed landscape improvements, including, but not limited to, signing, traffic signals, and traffic control during installation and maintenance, will be borne entirely by the City, with no cost incurred by the Commission.
- (4) **PLANS:** The City shall have detailed plans prepared at no cost to the Commission, which are to be submitted to the Commission's District Engineer for the Commission's review and approval. The Commission's District Engineer, in his/her sole discretion, may require modifications to the plans prior to approving the plans.

(5) TRAFFIC CONTROL DEVICES: All pavement marking, signs, and traffic signals installed with the proposed Landscape Improvements shall be in accordance with the latest revision of the *Manual on Uniform Traffic Control Devices for Streets and Highways*.

(6) RELOCATION: The City shall secure the removal, relocation or adjustment of any public or private utilities located on private easements or public right-of way, if the construction of the herein contemplated Landscape Improvements so required, without cost to the Commission.

(7) INSPECTION: The City will allow inspection of the construction and maintenance activities of the herein contemplated Landscape Improvements by the Commission's District Engineer, or his authorized representative, at any time and shall take no attempts to prevent said inspection. Within thirty (30) days following notice by the City to the Commission that construction is complete, the Commission will inspect the work to determine that it is acceptable. The Landscape Improvements will not be placed in operation until the Commission authorizes.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard

to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) OWNERSHIP AND MAINTENANCE: All improvements made pursuant to this Agreement within the state-owned right-of-way shall become the Commission's property. The City, at its sole cost and expense, is responsible for maintaining all sidewalks constructed or installed pursuant to this Agreement in fully operational, safe and aesthetically acceptable condition. All future alterations, modifications, or maintenance of the sidewalk improvements will be the responsibility of the City. Maintenance by the City will include, but is not limited to, crack repair, patching holes, removing litter, debris, trash, and leaves, and removal of snow and ice (through methods approved by the Commission). All sidewalks constructed pursuant to this Agreement shall be maintained in a condition safe for use of the sidewalks by the general public at all times. If the City fails to maintain the sidewalks in a safe condition, the Commission may cancel this Agreement and remove the sidewalks from Commission right of way or the Commission may maintain the sidewalks at the City's cost and expense.

(10) PERMITS: Before beginning work, the City shall secure from the Commission's District Engineer a permit for the proposed improvement. The City shall comply with any additional conditions placed on the permit by the Commission.

(11) BOND: The City shall secure sufficient bond, as determined by the Commission's District Engineer or his authorized representative, for the construction of the proposed improvement on Commission right-of-way.

(12) CONSTRUCTION OF IMPROVEMENTS: All construction of the proposed improvements shall be according to the latest editions of the Missouri Highways and Transportation Commission's *Standard Specifications for Highway Construction*, Standard Plans for Highway Construction, and the Missouri Department of Transportation's *Approved Products List for Traffic Signals and Highway Lighting*.

(13) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the City and the Commission.

(14) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(15) AUDIT OF RECORDS: The City must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this

available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(16) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(17) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(18) MISSOURI NONDISCRIMINATION CLAUSE: The City shall comply with all state and federal statutes applicable to City relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(19) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(20) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(21) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(22) NO INTEREST: By installing and maintaining the landscape improvements on Commission right of way, the City gains no interest in Commission right-of-way whatsoever. The Commission shall not be obligated to keep the installed improvements in place if the Commission, in its sole discretion, determines removal or modification of the improvements is in the best interests of the state highway system. In the event the Commission decides to remove the improvements, the City shall not be entitled to a refund of the funds expended by the City pursuant to this Agreement.

(23) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(24) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(25) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(26) DURATION: Unless otherwise terminated pursuant to (9) or (16), above, or through mutual agreement of the parties, this Agreement shall be in effect for a continuing duration upon execution of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this 23rd day of July, 2013.

Executed by the Commission this 22 day of August, 2013

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

By: [Signature]

Title Asst. Chief Engineer

CITY OF Parkville

By: [Signature]

Title JAMES C. BROOKS, MAYOR

ATTEST:

[Signature]
Asst Secretary to the Commission

ATTEST:

By: [Signature]

Title LAUREN PALMER, CITY ADMINISTRATOR
CITY CLERK PRO-TEMPORE

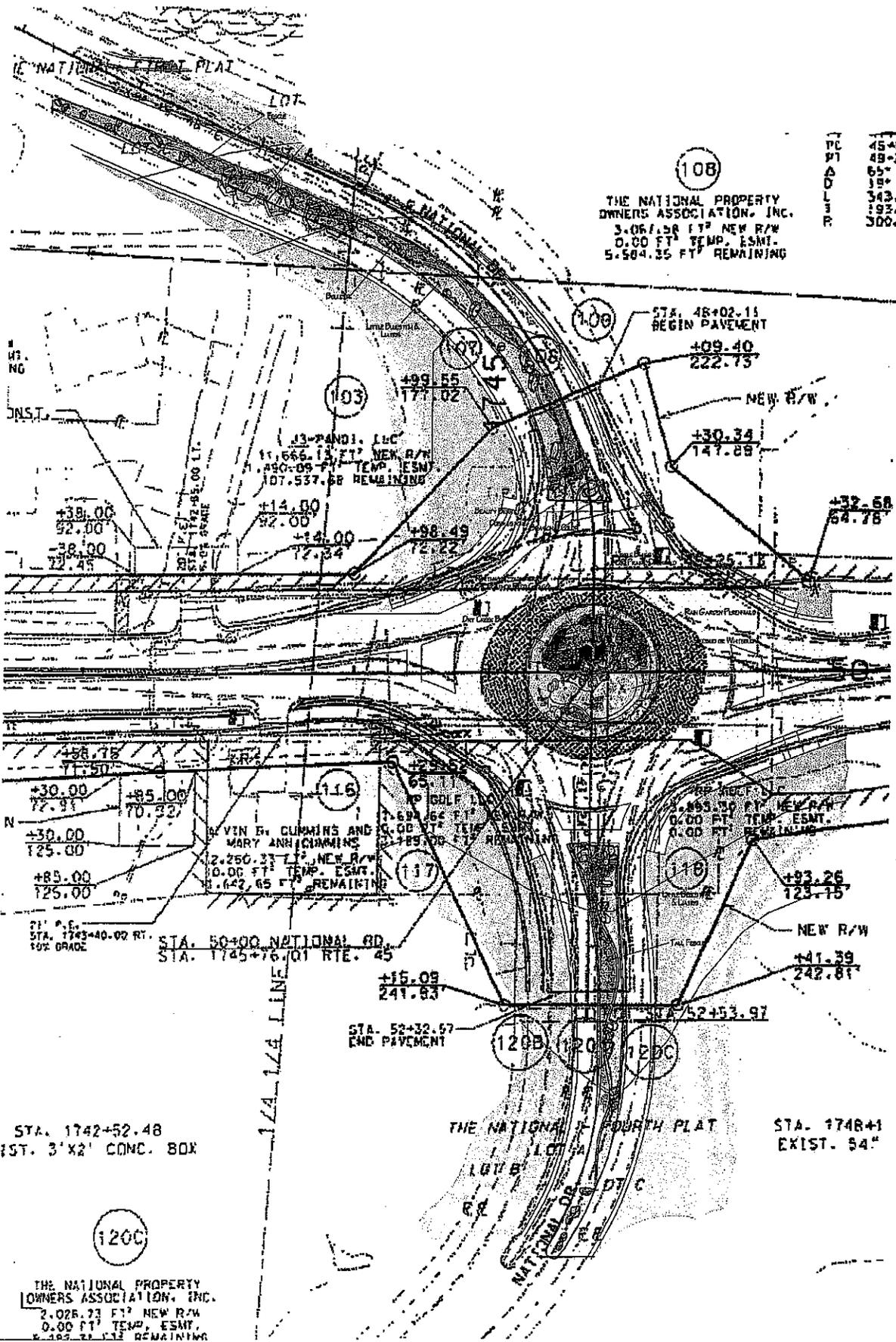
Approved as to Form:

[Signature]
Commission Counsel

Approved as to Form:

[Signature]
Title STEPHEN P. CHINN, CITY ATTORNEY





108

THE NATIONAL PROPERTY OWNERS ASSOCIATION, INC.
 3,061.58 FT² NEW R/W
 0.00 FT² TEMP. ESMT.
 5,504.35 FT² REMAINING

TC
 45'
 48'
 65'
 15'
 343.
 193.
 300.

STA. 48+02.11
 BEGIN PAVEMENT

+09.40
 222.75

NEW R/W

+30.34
 147.88

+32.68
 64.78

103

+99.55
 177.02

+14.00
 92.00

+98.49
 72.22

+38.00
 92.00

-38.00
 72.45

+30.00
 72.91

+30.00
 125.00

+30.00
 125.00

+85.00
 125.00

116

+69.64
 118.00

+89.00
 118.00

+85.00
 125.00

+85.00
 125.00

+15.09
 241.83

STA. 52+32.57
 END PAVEMENT

120B

120C

120C

110

+93.26
 129.75

NEW R/W

+41.39
 242.81

STA. 1742+52.48
 1ST. 3'x2' CONC. BOX

120C

THE NATIONAL PROPERTY OWNERS ASSOCIATION, INC.
 2,028.23 FT² NEW R/W
 0.00 FT² TEMP. ESMT.
 4,492.21 FT² REMAINING

STA. 1748+1
 EXIST. 54"



LANDSCAPE IMPROVEMENTS MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Parkville, Missouri (hereinafter, "City"), whose address is 8880 Clark Avenue, Parkville, MO 64152, and the Fivestar Lifestyles, LLC (hereinafter, "Developer"), whose address is PO Box 14146, Parkville, MO 64152.

WITNESSETH:

WHEREAS, the Missouri Highways and Transportation Commission (hereinafter, "Commission") owns and operates, as part of the State Highway System, MO 45 Highway located within the City limits in Platte County; and

WHEREAS, the Developer is desirous of performing certain tasks related to the installation and maintenance of landscape improvements within a portion of the MO 45 Highway right-of-way located within the City limits; and

WHEREAS, the Developer has obtained a permit from the Commission as necessary for work on a non-local government project in said right-of-way; and

WHEREAS, as a condition of approval of said permit, the Commission has required an agreement with the City for long-term maintenance of the desired improvements; and

WHEREAS, the Developer has agreed to install and maintain said improvements at no cost to the City.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained in this Agreement, the parties agree as follows:

- (1) **PROPOSAL:** The Developer proposes and the Commission will permit the installation, including maintenance, of landscape improvements on Commission right-of-way as provided in the Commission's permit KC-13-015205 and attachments thereto. The landscape improvements are limited to the installation of the proposed and approved plants and materials as detailed in said permit, including any subsequent amendments or changes approved by the Commission thereto.
- (2) **LOCATION:** The general location of the landscape improvements to be installed and maintained pursuant to this Agreement is at Station 1745+76.01 of 45 Highway and Station 50+00 of National Drive. The proposed landscaping includes the roundabout and the splitter islands of National Drive.
- (3) **COSTS:** All costs associated with the installation and maintenance of the proposed landscape improvements, including, but not limited to, signing, traffic signals and traffic

control during installation and maintenance, will be borne entirely by the Developer, with no cost incurred by the City.

- (4) **PLANS**: Detailed landscape plans have been prepared and are attached hereto and incorporated into this Agreement as Exhibit A. Those plans have been reviewed and approved by the Commission's District Engineer as compliant with all applicable design standards and guidelines. The City has not approved said plans, but acknowledges the Engineer's approval of such. Prior to any amendments to said plans, the Developer shall have detailed plans prepared at no cost to the City, which are to be submitted to the Commission's District Engineer for the Commission's review and approval prior to installation. The Developer shall provide notice of any plan changes to the City prior to implementation. Following installation, the Developer agrees to maintain the improvements, as set forth in Section (9) hereof.
- (5) **TRAFFIC CONTROL DEVICES**: All pavement marking, signs and traffic signals utilized in the installation of the proposed improvements shall be in accordance with the latest revision of the Manual on Uniform Traffic Control Devices for Streets and Highways. The Developer agrees to follow the State's Traffic Control for Field Operations for any necessary lane closures. All workers of the Developer or its subcontractors shall wear the appropriate Personal Protective Equipment (PPE) as required by both the State and the current MUTCD when working on the Commission right-of-way.
- (6) **RELOCATION**: The Developer shall secure the removal, relocation or adjustment of any public or private utilities located on private easements or public right-of-way, if the installation of the herein contemplated improvements so required, without cost to the City.
- (7) **INSPECTION**: The Developer will allow inspection of the installation and maintenance activities of the herein contemplated improvements by the Commission's District Engineer, or his authorized representative, at any time and shall take no attempts to prevent said inspection. Additional, supplementary inspection may be completed by the City's Public Works direct as deemed necessary by the City. Upon completion of the installation, the Developer shall notify the City and Commission of said completion. The Commission shall perform final inspections and upon approval accept said improvements.
- (8) **INDEMNIFICATION**:
 - (A) The Developer shall defend, indemnify and hold harmless the City, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Developer's wrongful or negligent performance of its obligations under this Agreement.
 - (B) The Developer will require any contractor procured by the Developer to work under this Agreement:
 - (1) To obtain a no cost permit from the Commission's District Engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's District Engineer will not be required for work outside of the Commission's right-of-way, however, City permits may be required); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the City and its employees, as additional named insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental or official immunities and protections as provided by federal and state constitution or law.

- (9) **OWNERSHIP AND MAINTENANCE:** All improvements made pursuant to this Agreement within the state-owned right-of-way shall become the Commission's property. The Developer, at its sole cost and expense, is responsible for maintaining all landscape improvements installed pursuant to this Agreement in fully operational, safe and aesthetically acceptable condition, and except as otherwise stated herein, shall be maintained in compliance with the Missouri Department of Transportation's Engineering Policy Guide, Category 233 *At - Grade Intersections*, Section 233.3 *Roundabouts* and the Transportation Research Board's NCHRP Report 672, *Roundabouts: An Informational Guide, Second Edition*, and subsequent amendments thereto. All future alterations, modifications or maintenance of the landscape improvements will be the responsibility of the Developer. Maintenance by the Developer will include, but is not limited to, watering, mowing, fertilizing, trimming, replanting (when may be necessary), removing litter, debris, trash and leaves, and repairs to the sprinkler system. All plants located on the splitter islands within the right-of-way of the Commission shall not be above 3.0 feet in height above the driving surface/ roadway, in order to maintain sight distance. Non-breakaway items/structures are not allowed within the Commission's right-of-way. The maintenance of the landscaping and any repairs to the sprinkler system or otherwise shall be performed so as not to obstruct or cause a hazard to the traveling public. If the Developer fails to maintain the landscape in a safe condition, the City may cancel this Agreement and the Developer shall remove the landscape improvements from the Commission's right-of-way within thirty (30) days of cancellation. If the Developer fails to remove the landscape improvements within that period, the City may remove the improvements at the sole expense of the Developer.
- (10) **PERMITS:** Before beginning work, the Developer shall secure from the Commission's District Engineer a permit for the proposed improvement. The Developer shall comply with any additional conditions placed on the permit by the Commission. This agreement shall extend to any subsequent amendments or changes to said permit that are not in conflict with the terms or intent of this agreement.
- (11) **BOND:** The Developer shall secure sufficient bond, as determined by the Commission's District Engineer or his authorized representative, for the installation of the proposed improvement on Commission right-of-way.
- (12) **CONSTRUCTION OF IMPROVEMENTS:** All construction of the proposed improvements shall be according to the latest editions of the Missouri Highways and Transportation Commission's Standard Specifications for Highway Construction, Standard Plans for Highway Construction and the Missouri Department of Transportation's Approved Products List for Traffic Signals and Highway Lighting.

- (13) **AMENDMENTS**: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Developer and the City.
- (14) **ASSIGNMENT**: The Developer shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the City.
- (15) **AUDIT OF RECORDS**: The Developer must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the City and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.
- (16) **CANCELLATION**: The City may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Developer with written notice of cancellation. Should the City exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Developer.
- (17) **LAW OF MISSOURI TO GOVERN**: This Agreement shall be construed according to the laws of the state of Missouri. The Developer shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.
- (18) **MISSOURI NONDISCRIMINATION CLAUSE**: The Developer shall comply with all state and federal statutes applicable to Developer relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, et seq.); and with any provision of the Americans with Disabilities Act" (42 U.S.C. Section 12101, et seq.).
- (19) **VENUE**: It is agreed by the parties that any action at law, suit in equity or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Platte County, Missouri.
- (20) **SECTION HEADINGS**: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
- (21) **SOLE BENEFICIARY**: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Developer.
- (22) **NO INTEREST**: By installing and maintaining the landscape improvements on Commission right-of-way, the Developer gains no interest in Commission right-of-way whatsoever. The Commission shall not be obligated to keep the installed improvements in place of the Commission, in its sole discretion, determines removal or modification of the improvements is in the best interests of the state highway system. In the event the Commission decides to remove the improvements, the Developer shall not be entitled to a refund of the funds expended by the Developer pursuant to this Agreement or any other form of compensation by the City.

- (23) **AUTHORITY TO EXECUTE:** The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.
- (24) **VOLUNTARY NATURE OF AGREEMENT:** Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.
- (25) **ENTIRE AGREEMENT:** This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.
- (26) **DURATION:** Unless otherwise terminated pursuant to (9) or (16), above, or through mutual agreement of the parties, this Agreement shall be in effect for a continuing duration upon execution of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Developer this _____ day of July, 2013.

Executed by the City this 23rd day of July 2013.

CITY OF PARKVILLE, MISSOURI

FIVESTAR LIFESTYLES, LLC

James C. Brooks

By: DALE W. BROOK

Mayor

Title: COO/CEO

Signature [Handwritten Signature]

Signature [Handwritten Signature]

Attest:

Attest:

Lauren Palmer

By: NICK Bloch

City Administrator / City Clerk Pro-tempore

Title: Property Manager

Signature [Handwritten Signature]

Signature Nick Bloch



Approved as to Form:

Stephen P. Chinn

Legal Counsel

Signature [Handwritten Signature]



LANDSCAPE IMPROVEMENTS MAINTENANCE AGREEMENT Amendment #1

THIS AMENDMENT #1 (hereinafter "Amendment") to the Landscape Improvements Maintenance Agreement (hereinafter, "Agreement") is made and entered into by and between the City of Parkville, Missouri (hereinafter, "City"), whose address is 8880 Clark Avenue, Parkville, MO 64152, and the Fivestar Lifestyles, LLC (hereinafter, "Developer"), whose address is PO Box 14146, Parkville, MO 64152, collectively "the Parties."

WITNESSETH:

WHEREAS, the Missouri Highways and Transportation Commission (hereinafter, "Commission") owns and operates, as part of the State Highway System, MO 45 Highway located within the City limits in Platte County;

WHEREAS, the Commission had allowed the Developer to landscape and make other improvements to the roundabout at 45 Highway and National Drive, improving the appearance of the corridor;

WHEREAS, with the widening of 45 Highway in 2010 through 2013, the improvements required to be removed;

WHEREAS, after the widening was completed, the Developer designed new improvements which have partially been implemented through the Agreement, entered into on July 23, 2013;

WHEREAS, the Missouri Department of Transportation (hereinafter "MoDOT") on behalf of the Commission has concluded that portions of the National's envisioned improvements cannot be made within the State Highway rights-of-way under their existing regulations, but that these improvements could be made on City right-of-way or private property;

WHEREAS, on January 19, 2014, the Developer petitioned the City to request the Commission vacate State Highway rights-of-way to the north and south of the roundabout at 45 Highway and National Drive (hereinafter "State ROW") as depicted in Exhibit A, attached hereto and incorporated herein by reference;

WHEREAS, the State ROW contains portions of public streets which the Commission will not vacate to the Developer, and therefor would have to be vacated to the City;

WHEREAS, vacation of the State ROW to the City would obligate the City to maintain those improvements within the right-of-way, including the pavement, landscaped islands, grass and other improvements;

WHEREAS, the Developer has agreed that in exchange for City acceptance of the State ROW, the Developer will accept maintenance responsibility for any and all vegetated areas within that State ROW, including mowing, weeding, irrigation and other maintenance of planting and private improvements as necessary; and

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

Section 1. Section 2 of the Agreement is hereby repealed and replaced as follows:

(2) LOCATION: The general location of the landscape improvements to be installed and maintained pursuant to this Agreement is at Station 1745+76.01 of 45 Highway and Station 50+00 of National Drive. The proposed landscaping includes the roundabout island, and the splitter islands of National Drive and that portion of the City right-of-way exclusive of the street and utilities, all as depicted in Exhibit A, attached hereto and incorporated herein by reference.

Section 2. This Amendment shall be effective upon City acceptance of the rights-of-way vacated by the Commission and transfer of ownership of said rights-of-way.

IN WITNESS WHEREOF, the parties have entered into this Amendment to the Agreement on the date last written below.

Executed by the Developer this _____ day of _____, 2015.

Executed by the City this _____ day of _____, 2015.

CITY OF PARKVILLE, MISSOURI

FIVESTAR LIFESTYLES, LLC

Nannette K. Johnston

By: _____

Mayor

Title: _____

Signature _____

Signature _____

Attest:

Attest:

Melissa McChesney

By: _____

City Clerk

Title: _____

Signature _____

Signature _____

Approved as to Form:

Stephen P. Chinn

Legal Counsel

Signature _____