



BOARD OF ALDERMEN
Regular Meeting Agenda
CITY OF PARKVILLE, MISSOURI
Tuesday, April 1, 2014, 7:00 pm
City Hall Boardroom

Next numbers: Bill No. 2765 / Ord. No. 2735

- 1. CALL TO ORDER and ROLL CALL**
- 2. CITIZEN INPUT**
- 3. SPECIAL RECOGNITION FOR MAYOR BROOKS** (City Administrator)
- 4. MAYOR'S REPORT**
 - A. Proclaim April 6-13, 2014 as National Volunteer Week

5. CONSENT AGENDA

- A. Approve the minutes for the March 18, 2014 regular meeting
- B. Approve a three-year lease extension with the Parkville Economic Development Council for office space at City Hall
- C. Approve an agreement with Prodigy Baseball for use of Grigsby Field and Field No. 3 (Public Works)
- D. Accounts Payable

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

6. ACTION AGENDA

- A. Approve a settlement agreement in the matter of *Agnes J. Otjen v. City of Parkville, Missouri* (Administration)
- B. Approve a resolution to authorize offering for sale limited general obligation bonds for the Brush Creek Drainage Area Neighborhood Improvement District (Administration)
- C. Approve an ordinance to assess the final costs of the improvements for the Brink Meyer Road Neighborhood Improvement District (Administration)
- D. Approve a resolution to authorize offering for sale the limited general obligation bonds for the Brink Meyer Road Neighborhood Improvement District (Administration)
- E. Approve an ordinance employing Mary Ann Hauth as part-time City Hall receptionist (City Clerk)
- F. Approve an ordinance employing Shannon DiMaggio as part-time City Hall receptionist (City Clerk)

7. STAFF UPDATES ON ACTIVITIES

None scheduled at this time.

8. CITY COMMITTEE REPORTS

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

9. OTHER COMMITTEE REPORTS

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

10. MISCELLANEOUS ITEMS FROM THE BOARD

11. ADJOURN

General Agenda Notes:

This agenda closed at noon on Thursday, March 13, 2014. With the exception of emergencies or other urgent matters, any item requested after the agenda was closed will be placed on the next board meeting agenda. Emergencies and urgent matters may be placed on an amended agenda only upon the vote of the Board of Aldermen.



PROCLAMATION

NATIONAL VOLUNTEER WEEK IN PARKVILLE

Whereas, volunteers are citizens who perform unpaid work for our community and those in need; and,

Whereas, almost 64.5 million citizens volunteer their time and talents nationally each year to the cause of their choice, and;

Whereas, National Volunteer Week 2014 is about taking action and encouraging individuals and their respective communities to be at the center of social change, with the goal of discovering and actively demonstrating their collective power to make a difference, and;

Whereas, the national theme for volunteerism in 2014 is to “Celebrate Service”, and;

Whereas, such an effort will encourage increased volunteerism and provide recognition to the dedicated individuals who unselfishly give their personal time to make a difference, and;

NOW, THEREFORE, I, James C. Brooks, Mayor of the City of Parkville, Missouri do hereby proclaim the week of **April 6 – 13, 2014 as National Volunteer Week in Parkville to “Celebrate Service”** and urge everyone in Parkville to learn more about the value of volunteerism.

Signed and dated this 1st day of April, 2014.

Mayor James C. Brooks

1. CALL TO ORDER

A regular meeting of the Board of Aldermen was convened at 7:00 p.m. on Tuesday, March 18, 2014, and was called to order by Mayor Jim Brooks. City Clerk Melissa McChesney called the roll as follows:

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

A quorum of the Board of Aldermen was present.

The following staff was also present: Lauren Palmer, City Administrator
Sean Ackerson, Asst. City Administrator/Comm. Dvlpt. Director
Kevin Chrisman, Police Chief
Kirk Rome, P.E., Public Works Director
Steve Chinn, City Attorney

2. CITIZEN INPUT

3. MAYOR'S REPORT

A. Proclaim March 2014 as National Athletic Training Month in Parkville

Mayor Brooks presented the proclamation naming March 2014 as National Athletic Training Month in Parkville and with a theme of "We've Got Your Back" and urged everyone to learn more about the value of athletic training.

B. Appointments to the Highway 45 Corridor Study Steering Committee

Assistant City Administrator/Community Development Director Sean Ackerson stated that a study grew out of citywide master plan and Highway 45 planning to look at the corridor and create a vision and associated standards and guidelines for public and private improvements. He added the contractor was Gould Evans.

Mayor Brooks provided an overview of his recommended appointees.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN JOHNSTON TO APPROVE THE APPOINTMENTS OF DAVID JONES, HILARY MURRAY, MIKE CARNEY, BOB LOCK AND TONY BORCHERS TO SERVE AS PARKVILLE'S REPRESENTATIVES ON THE 45 HIGHWAY CORRIDOR PLAN STEERING COMMITTEE. ALL AYE; MOTION PASSED 6-0.

4. CONSENT AGENDA

- A. Approve the minutes for the March 4, 2014 regular meeting
- B. Approve the minutes for the March 4, 2014 work session
- C. Liquor by the drink picnic license for the 19th Annual Parkville Blues Jazz and Fine Arts River Jam June 13-14, 2014
- D. Liquor by the drink picnic license for the Platte County Republican Central Committee Election Kickoff Fundraiser at the Parkville Athletic Complex on April 5, 2014

E. Accounts Payable

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN JOHNSTON TO APPROVE THE CONSENT AGENDA AND RECOMMENDED MOTION FOR EACH ITEM. ALL AYE; MOTION PASSED 6-0.

5. ACTION AGENDA

A. Approve donation agreements with the Parkville Turkey Trot and Martin Marietta Materials, Inc. for the Loop Trail in Platte Landing Park

City Administrator Lauren Palmer stated the Board approved concurrence with the construction bid for the first phase of construction of Platte Landing Park and provided direction to staff to continue to work with Platte County. She added the two donation agreements would complete the funding gap for funding of the loop trail. Parkville Turkey Trot agreed to donate \$10,000 in exchange for naming the riverfront portion of the trail the Turkey Trot Trail. Martin Marietta Materials agreed to donate limestone screenings and trail signage (estimated value of \$15,000) in exchange for naming the other legs of the trail the Martin Marietta Trail. The cooperative agreement with Platte County required both the City and County to agree on naming rights, and the item was scheduled for Platte County Commission approval on April 7. Both agreements included naming rights for ten years.

Ken Parrish, Parkville Turkey Trot, provided a history of the annual Turkey Trot event and the Riegelman Memorial Trail at English Landing Park. He added that Turkey Trot's mission for events was to help maintain the trails.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN JOHNSTON TO APPROVE THE DONATION AGREEMENTS WITH THE PARKVILLE TURKEY TROT AND MARTIN MARIETTA MATERIALS, INC. FOR THE LOOP TRAIL IN PLATTE LANDING PARK. ALL AYE; MOTION PASSED 6-0.

Palmer also recognized Chris Bollinger of Martin Marietta Materials and the Board thanked him for the donation.

B. Approve an agreement with the Northland Lacrosse Club for use of the City property generally known as Vikings Field

City Administrator Lauren Palmer stated the Northland Lacrosse Club was a non-profit local club team of seventh grade students. They requested use of the field for practice for ten weeks, two evenings per week. The City had an existing agreement with the Parkville Vikings Football Club which required the City to consult with them for additional considerations before entering into agreements with other groups. Tommy Ryan, Vikings Football Club, spoke with Northland Lacrosse Club and agreed to considerations to minimize damage to the field. Staff negotiated a draft use agreement under similar terms as the Vikings, including paying for maintenance and prohibited use of electricity and water. Palmer added that since the packet was distributed she spoke with the Vikings and they approved of the agreement, so the Board did not need to authorize her to finalize the agreement.

Concerns were raised on use of the water at the field. Palmer responded that could the City's agreement with the Vikings provided adequate protection against unauthorized water usage, but the City could offer to allow the Vikings to install a lock on the hydrant if desired. Further

discussion focused on a lock on the hydrant and who would be accountable if the water were used.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN JOHNSTON TO AUTHORIZE AN AGREEMENT WITH THE NORTHLAND LACROSSE CLUB FOR THE USE OF VIKINGS FIELD, WITH THE RECOMMENDATION TO HAVE THE ABILITY TO MONITOR WATER USAGE MOVING FORWARD. ALL AYE; MOTION PASSED 6-0.

C. Adopt the Flood Protection Study (Downtown and English Landing Park) as completed by engineers at CDM Smith in conjunction with the U.S. Army Corps of Engineers and City staff

Public Works Director Kirk Rome stated the study was presented to the Board at a work session in June 2013 by the U.S. Army Corps of Engineers. He provided an overview of the presentation from the work session, appended hereto as Exhibit A.

Public Works Director Kirk Rome stated the study was presented to the Board at a work session in June 2013 by the U.S. Army Corps of Engineers (COE). The COE commissioned a \$50,000 study as part of the Planning Assistance to States Program and was divided between the City and the COE, each paying half of the cost. The study evaluated alternatives for integrated, cost-efficient and effective flood protection for downtown and English Landing Park, looked at newer technologies, and addressed issues such as extensive pre-flood mitigation efforts, long-term park closures and restorations.

Rome provided an overview of the presentation from the work session, appended hereto as Exhibit A. He said the desired level was the one percent chance or 100 year flood event at an elevation of 760 feet. Slide 8 of the presentation provided images of various flood protection systems. Rome added that the metal walls, in a flood event, would cross Highway 9 and East and Main streets. Benefits of the concrete and metal walls included limited maintenance, easy installation, and would allow part of the flood insurance to be removed from the floodplain. The estimated cost of the project was \$2.4 million.

The study also looked at alternatives at English Landing Park, including a six foot tall berm following the trail and the east side of White Aloe Creek; a one to three foot tall berm; and to create an account to fund the rebuilding of the park after a flood event. Rome also reviewed the estimated costs for the alternatives. Further discussion focused on raising the trail and berm and what would happen if flood waters filled the park. Rome added there would be sufficient alignment if the City wanted to build it in the future that would require multiple considerations prior to doing the work, including maintaining vegetation and drainage. Rome continued the presentation by reviewing the trail segments and historical water levels since 1990.

The COE appropriated \$50,000 for a feasibility study and to begin developing a preliminary cost-benefit analysis to include gathering site data, collecting existing utility data, and the preliminary cost-benefit analysis. Rome noted that if the cost-benefit analysis appeared favorable the COE would approach the City to enter into a cost share agreement, for any costs above \$100,000, to complete the study. If the feasibility study concluded that the area had a cost-benefit analysis greater than one the City could pursue future grants to design and build the flood protection improvements.

Concerns from the Board were raised about the effect on English Landing Center, subdivision entrances blocked by flooding, and the entrance to Park University in flooding events. Rome responded that the issues could be addressed in a future phase. Further discussion focused on cost

options for the different types of barriers and the Section 1135 program. The next step was to accept the study and conduct a cost-benefit analysis. If the analysis, which could be done by fall, exceeded \$100,000 the City would be responsible for half of the overage amount. Rome added the project would not move forward to future phases without the city's input.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN JOHNSTON TO ACCEPT THE FLOOD PROTECTION STUDY AS CREATED BY CDM SMITH AND DIRECT STAFF TO CONTINUE TO WORK WITH THE CORPS OF ENGINEERS ON A PRELIMINARY FEASIBILITY STUDY FOR THE PROTECTION OF DOWNTOWN. ALL AYE; MOTION PASSED 6-0.

6. STAFF UPDATES ON ACTIVITIES

A. Public Works

Public Works Director Kirk Rome updated the Board on the household hazardous waste event to be held at Riverside's E.H. Young Riverfront Park on October 4. He would continue to work with the Mid-America Regional Council and Riverside on options for next year's event. One option was Platte Landing Park, but would need to verify space was adequate on a Saturday after the park opened.

Rome also provided an update on the Brink Myers retaining wall, noting the staining was completed and seeding was the next step. The curb and asphalt work would be done in the summer. .

He also provided an update on Platte Landing Park, noting that contractors were working to pour concrete, he spoke with the engineer and County staff about drainage issues, and seeding of the dog area was moving forward to be ready for the park opening. He added that smaller project, like electrical relocation, is being done by City staff.

B. Police Department

Police Chief Kevin Chrisman provided an overview of the January 2014 crime statistics, noting there were no significant events. He added that the current staffing level allowed him to patrol the I-435 area.

Chrisman also updated the Board on the fire at the Nature Sanctuary and thanked the fire department, police department, and Riss Lake residents who helped.

7. CITY COMMITTEE REPORTS

Financial Reports – Alderman Werner

Alderman Werner stated the General Fund was in good shape, with revenues on the high side and expenses on the low side compared to the prior year. He added that by the end of the year the additional General Fund money would help increase the Emergency Reserve Fund if executed as planned.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN JOHNSTON TO ACCEPT THE FINANCIAL REPORT FOR THE MONTH ENDING FEBRUARY 28, 2014. ALL AYE; MOTION PASSED 6-0.

8. OTHER ORGANIZATION REPORTS

Parkville Economic Development Council – Alderman Johnston

Alderman Johnston introduced Greg Foss, Parkville Economic Development Council Director. Mr. Foss reviewed Platte County's 2013 Business Retention Report, appended hereto as Exhibit B, noting that Parkville was involved in four of the 33 companies and 20 were looking to expand in the next three years. Highlights included good education and business growth and increased market share, while workforce and transportation were concerns. Foss added there were changes in committee structures, including the Parkville Trading Company worked with four Park University students, and one designed a chair looked at a patent for the product, a new committee created from the prior year's infrastructure committee called the Project Resource Task Force to identify funding sources to assist with infrastructure, and the West Edge Task Force name was changed to the Parkville Sports Village Task Force because of the concept plan being shared with others. He added the Request for Proposals approved by the Board on March 4 for the feasibility and economic impact study was sent to 19 firms. Foss added he was the vice-chair of the Northland Regional Chamber's committee.

Banneker School – Mayor Brooks

Mayor Brooks noted he would be leaving the Banneker School Board of Directors and was looking for an alderman interested in serving in the position.

9. MISCELLANEOUS ITEMS FROM THE BOARD

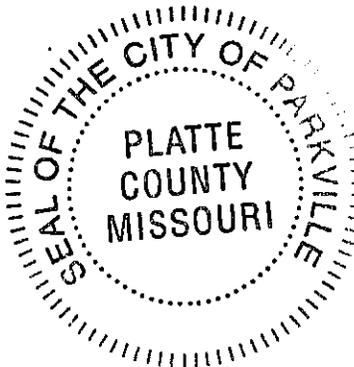
10. ADJOURN

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN JOHNSTON TO **ADJOURN THE MARCH 18, 2014 REGULAR BOARD MEETING AT 8:45 P.M. ALL AYE; MOTION PASSED 6-0.**

The minutes for Tuesday, March 18, 2014, having been read and considered by the Board of Aldermen, and having been found to be correct as written, were approved on this the first day of April 2014.

Submitted by:

Melissa McChesney
City Clerk Melissa McChesney – 3/21/2014



City of Parkville, Missouri Flood Protection Study

March 2013



US Army Corps of Engineers

CDM
Smith

Study Authority: Planning Assistance to States (PAS) Program, Section 22 of the Water Resources Development Act (WRDA) of 1974

- Planning program for water resources planning – can address diversity of water related issues including flood risk
- Cost sharing 50% Federal, 50% Local Sponsor:
This study: \$50,000 total cost; \$25,000 City, \$25,000 Corps
- For comparison of potential solutions and preparation of plans, not for construction assistance
- This study focused on addressing flood threat to Parkville's Historic Downtown and English Landing Park

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Objectives of the Study:

- Evaluate alternatives for ***integrated, cost efficient, and effective*** flood protection for
 - Historic Downtown Business District
 - English Landing Park



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Tasks To Achieve the Objectives:

- Evaluation of traditional and innovative / temporary flood protection systems available & applicable
- Evaluated flood protection systems for use in the Historic Downtown Business District
- Evaluated flood protection options for English Landing Park lower cost, less risk, but more frequently flooded, less warning time

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Evaluation Criteria for Alternatives

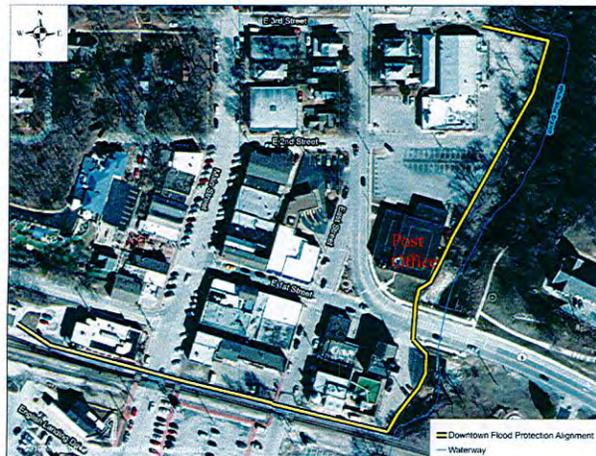
- Effectiveness
 - Response time: time to set up the system (how much warning time is needed)
 - Function of the system during extended flood events (durability)
- Constructability
 - Labor requirements for installation (ease of constructability)
 - Special equipment requirements for installation
- Affordability
 - Cost of system per linear foot of alignment
 - Initial and recurring costs
- Alignment Constraints
 - Foundation requirements
 - Available area for installation (width and height)
 - Existing utility impacts
- Maintenance and storage
 - Inspection and maintenance requirements during extended flood conditions
 - Maintenance requirements during non- and post flood conditions
- Review of Federal Design Standards

Flood Protection for Historic Downtown

Preliminary Planning Criteria:

- Desired horizontal alignment based on 2011 Flood Port-a-Dam construction
- Desired vertical level of protection
 - 1% Chance or 100 Year Flood Event = Elevation 760 ft.
 - Plus Required Freeboard: 3-4 feet
 - Approximate Height Above Existing Ground: 7.5 to 10 feet
 - 1993 Flood = 764.5 ft., a protection level not evaluated - much more costly & less technically feasible
- Limited clearance available in places (8 feet at the Post Office)

Flood Protection Alignment for Downtown



Evaluation of Flood Protection Systems



Concrete Floodwall



Fabric Membrane Dam Flood Protection
(Photo Source: Port-a-dam)



Water-Inflated Tubes at Testing Grounds (Photo Source: US Flood Control Corporation)



Metal Panel Flood Protection (Photo Source: EKO Flood Systems USA, LLC)



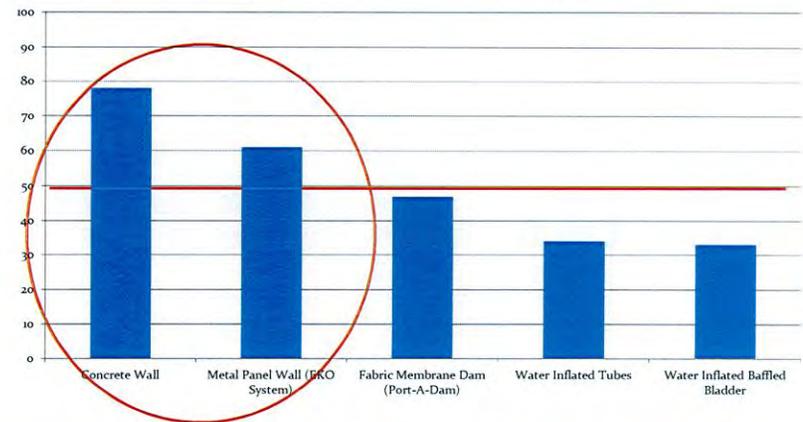
Water-Inflated Baffled Bladder (Photo Source: Hydrological Solutions, Inc.)

Evaluation of Flood Protection for Downtown Parkville

Evaluation Criteria	Concrete Wall	Metal Panel Wall (EKO System)	Fabric Membrane Dam (Port-A-Dam)	Water Inflated Tubes	Water Inflated Baffled Bladder
Response Time	None	Low	Med	High	High
Durability	Very High	High	Med	Low	Low
Constructability Issues During Flood Response	Low	Low	High	High	High
Special Equipment for Installation	None	Med	Med	High	High
Foundation Requirements	Yes	Yes	No	No	No
Width Requirements	Min	Min	Min	Cannot achieve min width	Cannot achieve min width
Maintenance requirements	Med	Med	High	High	High
Storage requirements	None	Yes	Yes	Yes	Yes
Affordability - cost per linear ft @ 8-ft	\$800	\$770	\$720	\$600	NA (Can't achieve 8-ft)

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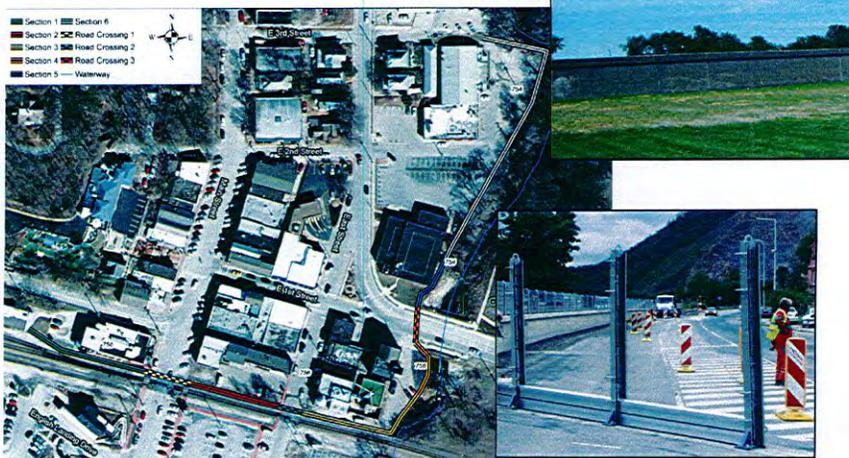
Flood Protection for Historic Downtown



Most effective flood protection is concrete wall and metal panel wall

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Recommendation – Concrete Wall with Metal Panel Closures



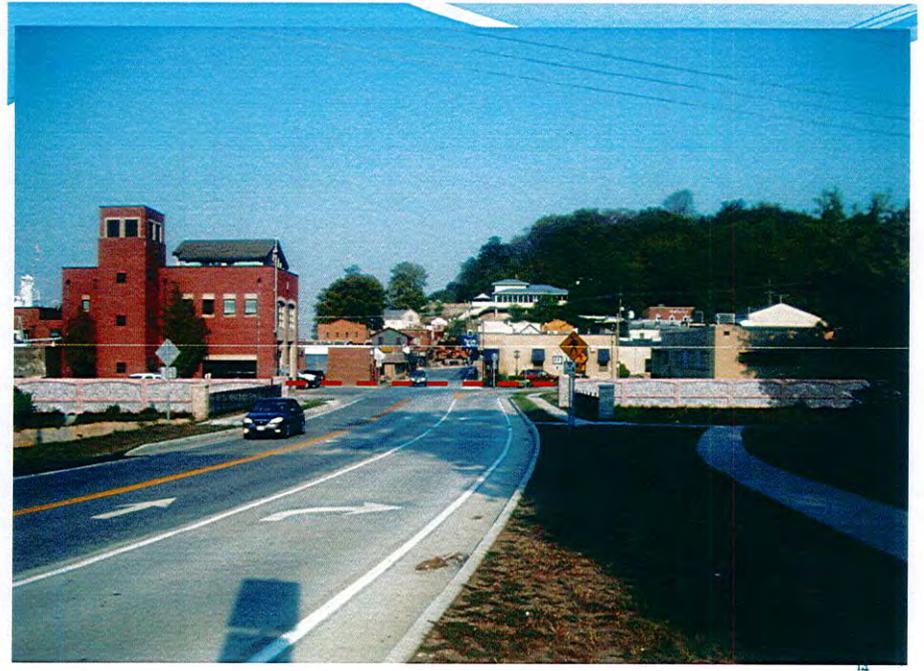
(Photo Source: EKO Flood Systems USA, LLC)

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Recommendation for Historic Downtown Flood Protection – Concrete Wall w/ Metal Panel Barrier At Road Crossings

What could this look like?

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Cost Estimate for Recommend Option – Concrete Wall with Metal Panel Closures

Description	Flood Protection Technology
Permanent Flood Protection (Concrete Floodwall)	\$1,091,000
Gate/Road Crossings (Metal Panels w/footer)	\$197,000
Subtotal Wall Construction	\$1,288,000
Easement and Acquisition (5% of Construction Cost)	\$65,000
Utility Modifications/Relocations (16% of Construction Cost)	\$206,000
Local/State/Federal Permitting (5% of Construction Cost)	\$65,000
Engineering Design, Borings, Surveys (25% of Construction Cost)	\$321,000
Contingency (35% of Construction Cost)	\$460,000
Subtotal Other Costs	\$1,117,000
Total	\$2,405,000

Note: Conceptual level cost estimate. Actual cost could vary based on subsurface investigations, utilities, esthetics for concrete wall, & economy / bidding climate. **Does not include cost escalation to a future point of construction.**

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Benefits of this Recommendation for Historic Downtown

- Limited annual maintenance
 - Annual inspections of concrete wall
 - Metal panels can be stacked and stored at existing facilities
- Installation
 - One-time construction for concrete wall & panel foundation
 - Limited time & staff needed for installation of metal panels prior to flooding
- Regulatory
 - Precedence to remove protected area from FEMA Floodplain
- Aesthetics
 - Could be made compatible with architectural historic features

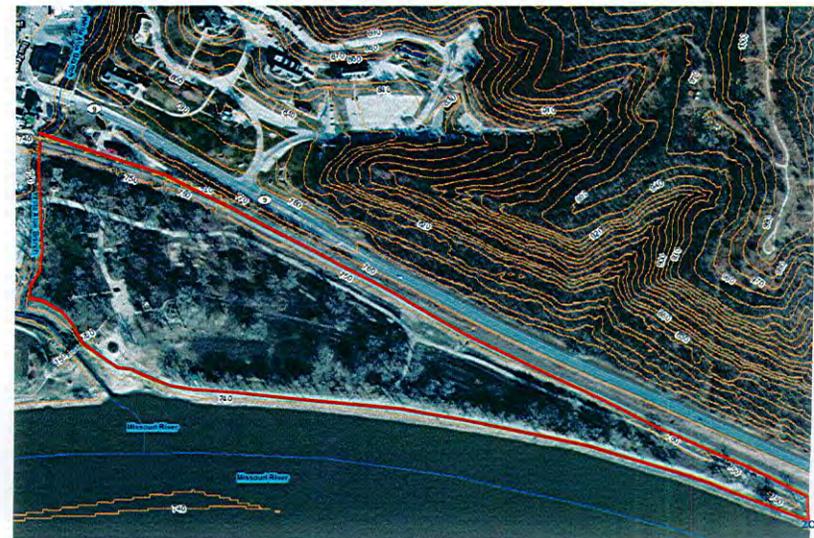
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English Landing Park Alternatives

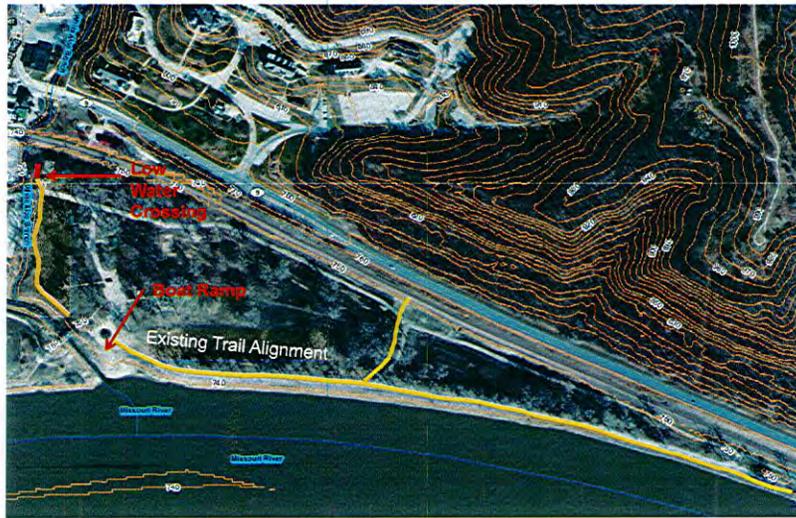
- City's Goals for Study:
 - Provide better flood protection to the Park from frequent flooding and improve the trail
 - Retain existing mature trees where possible
 - Retain current trail alignment
 - Trail top width of 12 feet
 - Retain the Park's connection with the Missouri River (aesthetic view)
 - Evaluate a range of alternatives
 - Complete screening level analysis
 - Develop concept plan for improved trail and flood protection in Park



English Landing Park – Protected Area



Trail Raise / Flood Protection Alignment



Trail Raise / Flood Protection Alternatives

- **Raise Trail**
 - **Elevation 749 Ft** (Approx 3 ft. ave. raise on most of trail)
 - **Elevation 752 Ft** (Approx 6 ft. ave. raise on most of trail)
- **Temporary Protection: Water Filled Tubes**
 - **El. 749 Ft** (3 ft. raise ave.)
 - **El. 752 Ft** (6 ft. raise ave.)
- **No Action – Budget for Flood Clean-up Cost** – used average cost per year from City cost data - period 2007-11



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Estimated Costs for Trail Raise Alternatives

Alternative	Description	Initial Cost	Annual Cost
Raise to 752 Ft	Contract for raise work	\$1,812,000	\$336,000
Raise to 749 Ft	Contract for raise work	\$670,000	\$220,000
Raise to 749 Ft	City construct the raise	\$510,000	\$200,000
752-Ft w/ Tubes	6-ft High Water-Filled Tubes	\$513,000	\$128,000
749-Ft w/ Tubes	3-ft High Water-Filled Tubes	\$270,000	\$134,000
No Action	Budget for Park Clean-Up	\$0	\$210,000

Conclusions:

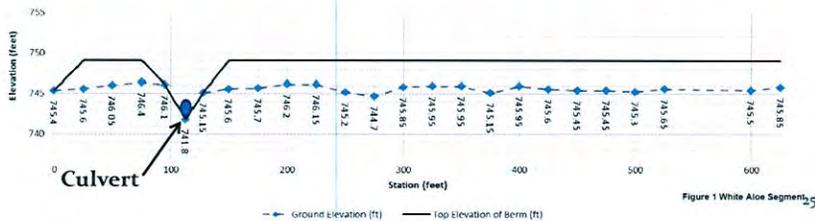
- **Raise to 749 Ft** – competitive with No Action alternative (Assumed City cost 75% of contract for 749 Ft. Raise, a 25% savings.)
- **Water Filled Tubes** – considered infeasible due to lack of water to park, potential for compromise by Missouri River flows
- **No Action** – budget for park clean-up – used average cost per yr with cost data from City for flooding in period 2007 - 2011
- **Raise to 752 Ft** - significant impact to river view, higher annual costs than No Action alternative, and safety concerns for trail users

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Construction Segments for English Landing Park



White Aloe Berm Segment – El. 749



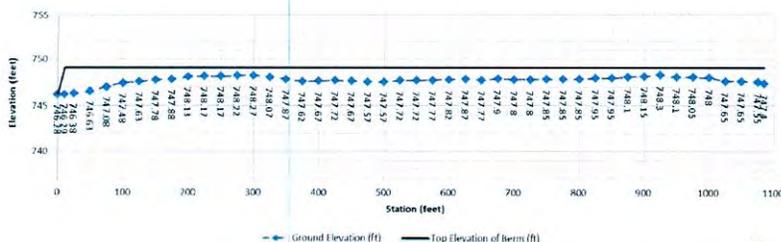
Construction Considerations for White Aloe Segment El. 749

Construct a berm embankment adjacent to White Aloe with top elevation at 749 feet and top width of 10 ft,

Considerations:

- Fill compacted to meet Corps' "Semi-compacted" Standards
- Vegetate to maintain stability
- Consult an arborist to determine fill allowable near trees and/or design requirements for tree protection
- Existing drainage must be maintained through the berm
- Park road lower than top of berm – **sandbag closure & tie-in to high ground at Low Water Crossing / Public Restroom**
- Inspect berm semi-annually for burrowing animals, sunken areas, and voluntary trees
- During high water monitor status during event

Trail Segment 1

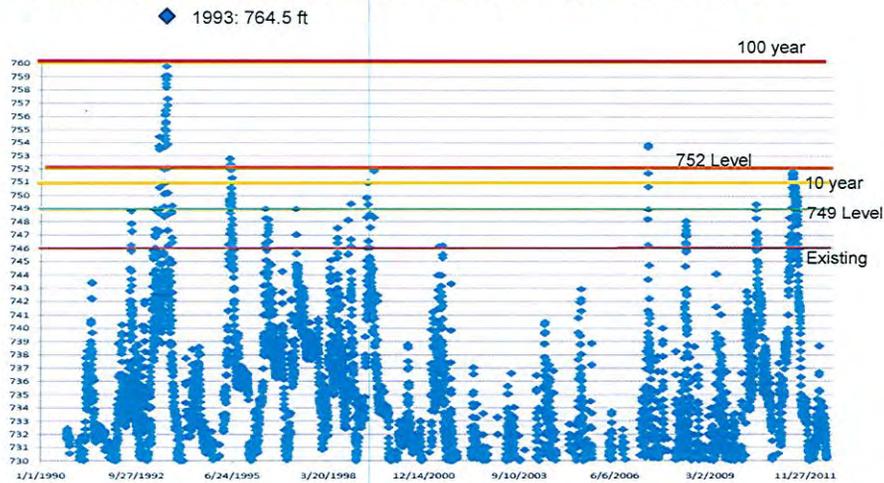


Trail Construction - Flood Protection El. 749



Assumed 12-ft wide trail + 2-ft shoulder dry side + 5-ft shoulder on wet side of berm - could modify these dimensions

Historical Missouri River Water Levels



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Flood Protection for English Landing Park

Implementation Considerations:

- Entirety of Park is within the FEMA regulated *floodway of the Missouri River* – requires City floodplain permit
- Potentially impacted trees - need to be field evaluated by arborist for detailed assessment of conflicts & necessary design features
- Where possible, trail improvements should meet the “Shared Use Path Design Criteria” per AASHTO for trail design
- Local drainage improvements needed to maintain park drainage
- Modification to light poles and accommodation for benches will be required

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Flood Fighting Considerations

- Sandbag closures required at:
 - Low water crossing / public restroom
 - Boat ramp
 - Adjacent to railroad embankment
- Flood protection planning
 - Close the park prior to flood
 - 1-2 day lead notice
- Monitoring during flood event
 - Berm, sandbag closures, & dewatering
 - Limited access to dry side of berm
- Post flood event
 - Remove sandbags
 - Inspect berm
 - Repair wet side damage

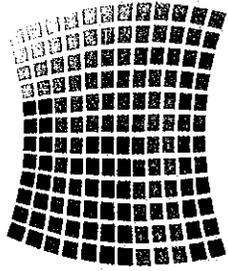


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Questions ?

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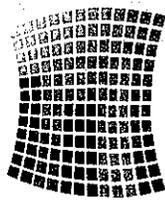
Exhibit B
plus
to Minna



PLATTE COUNTY
ECONOMIC DEVELOPMENT COUNCIL

2013 Business Retention Report

11724 NW Plaza Circle, Suite 400
Kansas City, MO 64153
www.plattecountyedc.com



A Focus on Business Retention

The Platte County Economic Development Council (Platte County EDC) is a public-private partnership that provides economic development services for Platte County, Missouri. The organization implements a program of work to retain businesses currently located in the community to help them grow and expand. Business retention is an important component of business growth. Gauging the satisfaction of the existing business base helps identify strengths and weaknesses. In a continuing effort to create an environment for businesses to succeed and the community to prosper, the Platte County EDC completed another year of business calls and surveys of Platte County businesses.

The 2013 Platte County EDC business retention interviews represented 33 non-retail businesses. These businesses were asked to assist in the Business Outreach Program as a way to gauge the community's economic health. We appreciate the help of our local partners - the City of Riverside, the Economic Development Corporation of Kansas City, and the Parkville Economic Development Council, who also assisted in the business retention interviews.

The Platte County EDC utilizes a national software program called Synchronist to track and analyze employer information. The Synchronist software provides three main benefits:

- Maintains a detailed profile for each industry
- Analyzes survey responses to provide each business a score on their value to the community, growth potential, satisfaction with the community, and risk of leaving the community
- Groups survey responses together and provides information on the status of businesses in the community and finds issues that need to be addressed to create an environment for businesses to succeed

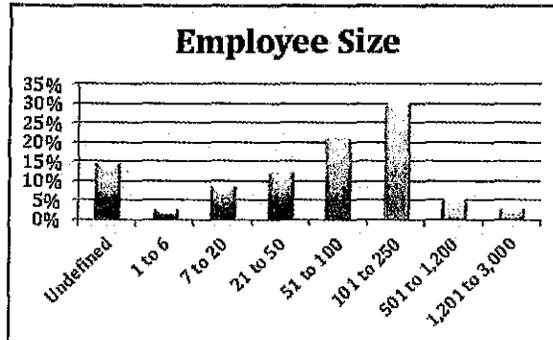
All information collected from the business visits is kept strictly confidential and reported only in an aggregated form. Consequently, there will not be a list of participants. All graphs and numbers contained in this report are based upon direct answers given by the 33 participating business executives.

The Platte County EDC would like to thank Kansas City Power and Light for providing the Synchronist master license and training.

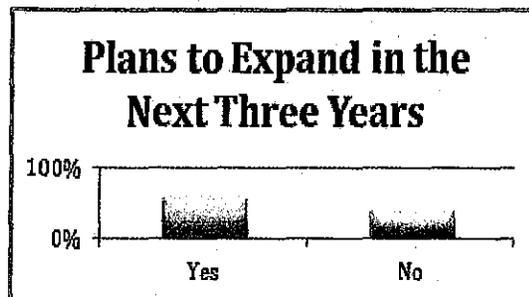
Key Findings

Businesses interviewed represented a diversity of sectors. Finance, Insurance, and Real Estate (F.I.R.E) was the most prevalent business sector interviewed this year with 24% of the visits conducted.

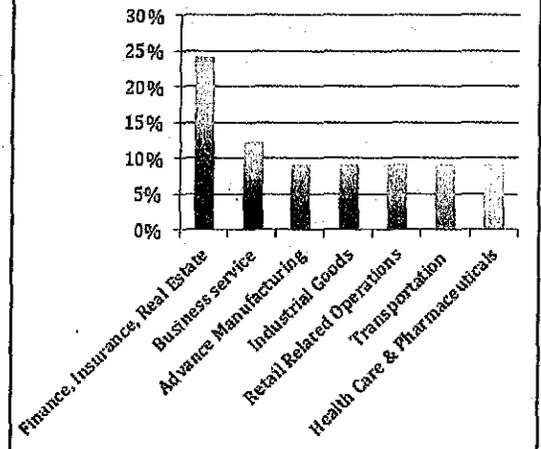
The Platte County EDC interviews all sizes of businesses. The majority of businesses interviewed this past year had between 101 and 250 employees.



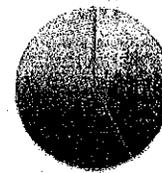
The majority of businesses interviewed, 60%, plan to expand in the next three years. This is an opportunity for Platte County that will bring new jobs and capital investment to the community.



Top Business Sectors



Primary Markets

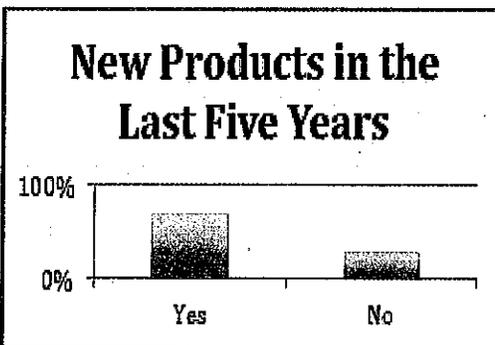
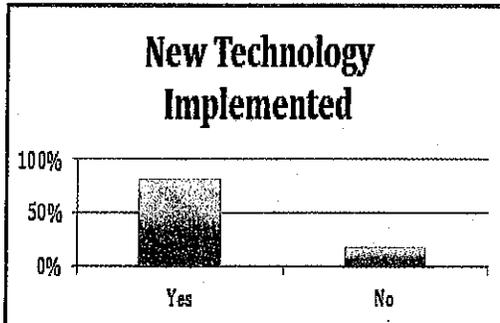


■ National
■ International

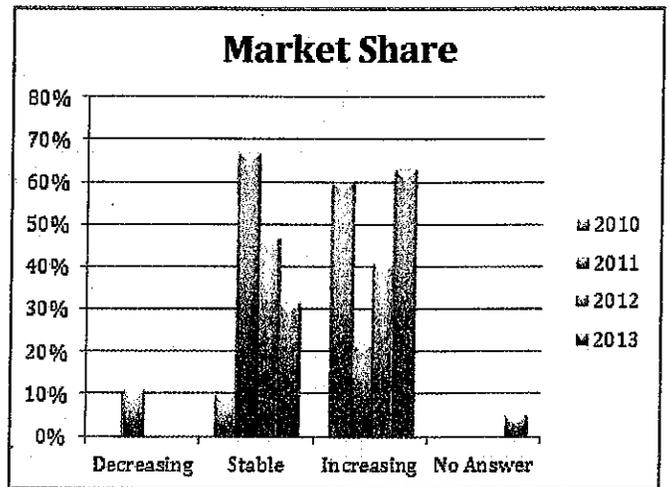
Businesses in Platte County are not only doing business locally, but nationally and internationally as well. The primary markets for Platte County companies are international and national.

Key Findings

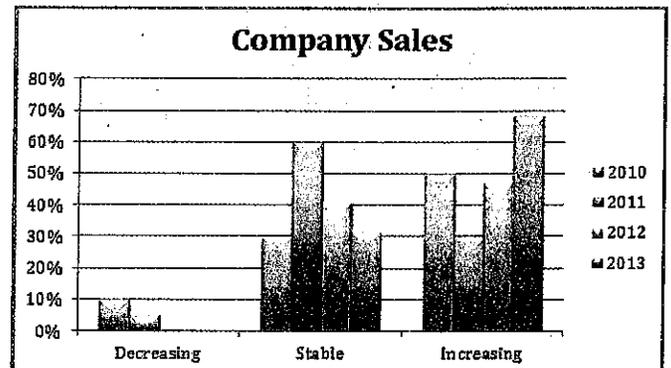
In today's world, technology is critical for the success of a business. Platte County businesses are technologically aware as 82% of businesses interviewed implemented new technology this past year.



New products are being developed right here in Platte County. Out of the 33 businesses interviewed, 70% have introduced new products within the last five years

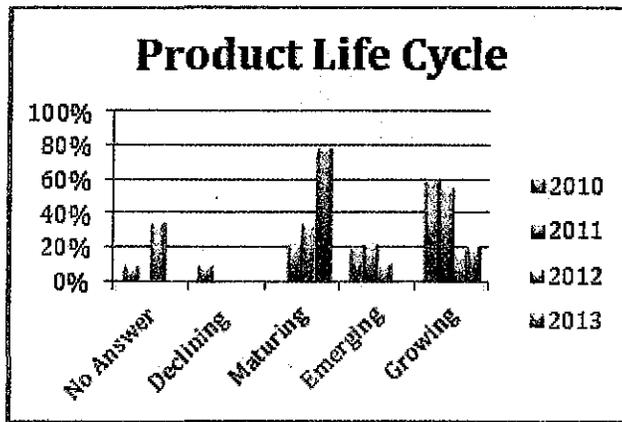


Most businesses in Platte County are either maintaining or increasing their market share. Businesses that have an increasing market share have been growing every year since 2011. No businesses are experiencing a decrease in market share, which is a positive sign.



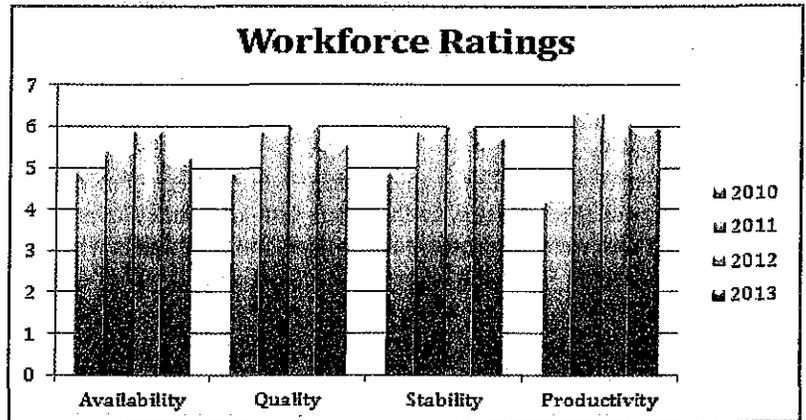
Businesses interviewed this year had either stable or increasing sales. No business had decreasing sales. Businesses with increasing sales have steadily increased since 2011. This shows that businesses in Platte County are doing well.

Key Findings



Platte County has many businesses that have maturing or growing products. This means that businesses in Platte County have products that are stable and have longevity. A concern is that there are no emerging products, which can hold the future of an economy.

This graph rates workforce on a scale from 1 to 7, with 1 being poor and 7 being excellent in the categories of availability, quality, stability, and productivity. Each category has shown a slight decrease this past year, but not even a full point. The Platte County EDC is convening a light industrial workforce taskforce after the first of the year to look more deeply at this issue.



This table shows the value, growth potential, risk, and satisfaction businesses have in Platte County. Over half of businesses have a high satisfaction with the county. This proves that businesses like and want to be located in Platte County. Also, almost half of companies in Platte County have a high growth potential. While this is positive, the Platte County EDC needs to be aware of future space and workforce issues that might arise with business growth.

Value, Growth Potential, Risk, Satisfaction				
	Low	Medium	High	Very High
Value	12.12%	60.61%	27.27%	0%
Growth Potential	24.24%	27.27%	30.30%	18.18%
Risk	36.36%	51.52%	12.12%	0%
Satisfaction	21.21%	24.24%	51.52%	3.03%

Strengths, Concerns, Opportunities and Threats

Strengths

- **Location:** Location continues to be a top reason businesses like Platte County. Access to major interstates and highways and proximity to the airport allows businesses to easily transport their goods locally, regionally, nationally, and internationally.
- **Education:** The response for the quality of schools in Platte County was overwhelmingly positive. Many executives interviewed have children in the public school system and were very satisfied with the education they are receiving.
- **Business growth:** Businesses in Platte County had a strong year with increased sales and market share.

Concerns

- **Workforce:** Attracting, training, and retaining employees greatly impacts a business's bottom line. Businesses experience employee recruitment and retention challenges every day. In regards to employee attraction, skill attainment, not educational attainment, at the entry level needs to be improved. There are also employee retention challenges when employees move to other employers for a very small pay increase. The Platte County EDC will host a series of roundtables with businesses to further identify the issues whether that is wage rates, transportation challenges, competition for workforce, or access to post-secondary education and training.
- **Transportation:** Public transportation is still a key concern in Platte County and the Northland. While challenges still persist in finding a solution, the Platte County EDC is fully aware of the concern from businesses. There were also some traffic congestion complaints with the construction of the new Tiffany Springs interchange. When the interchange is complete, it will allow for even less congestion than before construction.

Opportunities

- **New development:** Many executives were inquisitive and excited about the new developments at the airport and Twin Creeks.
- **Expansion:** Out of the 33 businesses interviewed, 20 are looking to expand in the next three years. This will be a great opportunity for the Platte County EDC to work with these businesses to retain them in the community.
- **Relationships:** This year, the Platte County EDC was able to meet many new business executives. The response in reaching out to them was very positive. This organization will continue to maintain these relationships and hope to engage them in the work the organization does.

Threats

- **Real estate costs:** Some businesses experiencing growth have mentioned cheaper real estate options in other parts of the metro area.
- **Federal government uncertainty:** With the government shutdown and the implementation of the Affordable Care Act, many businesses felt uncertain about how regulation at the federal level will affect their cost of doing business in the future.

CITY OF PARKVILLE Policy Report

Date: Wednesday, March 19, 2014

Prepared By:
Lauren Palmer
City Administrator

Reviewed By:
Melissa McChesney
City Clerk

ISSUE:

Approve a three-year lease extension with the Parkville Economic Development Council for office space at City Hall.

BACKGROUND:

On April 5, 2011, the Board of Aldermen approved a lease agreement with the Parkville Economic Development Council (PEDC) for use of office space, common areas, office furnishings and communication equipment at City Hall. The initial three-year term is set to expire on April 5, 2014. The City negotiated a lease renewal to extend the term for another three years. In general, the lease terms are the same with the exception of minor modifications and updates. The City will no longer provide long-distance phone service since the EDC uses a cellular service for long-distance calls. In addition, the EDC agreed to a modest 3.5% inflationary rent increase (\$15 per year). The executive committee of the Parkville Economic Development Council Board of Directors approved the lease renewal on March 19, 2014.

BUDGET IMPACT:

The EDC will pay \$435 annually for use of the office space and equipment. The revenue is applied to the General Fund.

ALTERNATIVES:

1. Approve the lease renewal with the PEDC.
2. Do not approve the lease renewal.
3. Direct City Administration to negotiate changes to the lease to meet the desires of the Board.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends that the Board of Aldermen approve the three-year lease extension with the Parkville Economic Development Council for space and furnishings at City Hall.

POLICY:

The Board of Aldermen must approve all agreements for the sale or lease of City property.

SUGGESTED MOTION:

Staff recommends that the Board of Aldermen approve the three-year lease extension with the Parkville Economic Development Council for space and furnishings at City Hall.

ATTACHMENT:

1. Lease Renewal
-

LEASE AGREEMENT

Between

CITY OF PARKVILLE, MISSOURI

and

PARKVILLE ECONOMIC DEVELOPMENT COUNCIL

Date: April 6, 2014

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LEASE AGREEMENT

This Lease Agreement ("Lease") is made as of this 1st day of April, 2014 (the "Effective Date"}, between the City of Parkville, Missouri, a Missouri municipal corporation (the "City"), and the Parkville Economic Development Council, a Missouri not-for-profit corporation (the "EDC").

SECTION 1. LEASED PREMISES AND COMMON AREAS

1.1 The City leases to the EDC the office space designated as Suite 218 (the "Premises") located in the City's City Hall building (the "Building") located at 8880 Clark Avenue, Parkville, Missouri.

1.2 In addition to the Premises, the EDC shall have a nonexclusive right of use of common areas as designated by the City, such as meeting space upon availability, restrooms, break room and vending machines as stocked by the City or its vendor(s), entrance(s) and hallways (collectively, "Common Areas") and the exclusive use of the Office Furnishings (defined below) and Communication Equipment (defined below). Notwithstanding, the use of the break room and vending machines by the EDC, the EDC will provide its own refreshments for use by EDC's employees, guests, and invitees.

1.3 The City shall provide keys and/or access cards to the Common Area and the Premises for the EDC's use as provided in this Lease; provided, however, such keys and access cards shall be limited to use by those persons who are officers, agents and/or employees of the EDC who have been approved by the City to use such keys and access cards. It is understood that the City may, in its sole discretion, require a background check for each such person prior to the City approving such person to use any such key or access cards. The EDC shall be responsible for the cost of replacing any lost or stolen keys or access cards and shall immediately report any such lost or stolen keys or access cards.

SECTION 2. RENT

2.1 The EDC shall pay to the City as rent the sum of One Hundred Twenty Five Dollars (\$125.00) per year for the Premises and the nonexclusive use of the Common Areas ("Base Rent").

2.2 The EDC shall pay to the City as additional rent the sum of Three Hundred Ten Dollars (\$310.00) per year for the use of the Office Furnishings and the Communication Equipment ("Additional Rent").

2.3 The Base Rent and Additional Rent (collectively, "Rent") shall be payable in advance for each lease year ("Lease Year") and shall be due on the Effective Date for the first year of this Lease and thereafter for each subsequent Lease Year on each anniversary date of the Effective Date. In the event the EDC fails to pay any portion of the Rent on or before the tenth day following the due date, the EDC shall be in default under this Lease. In the event this Lease shall be terminated early pursuant to Section 3.2 of this Lease, the City shall reimburse to the EDC a portion of the Rent and Additional Rent that was paid by the EDC for

the then current Lease Year pro rata based on the unaccrued portion of the Lease Year.

SECTION 3. TERM: OPTION TO TERMINATE

3.1 The term of this Lease shall be for a period of three (3) years commencing on April 6, 2014 and ending at Midnight on April 5, 2017 ("Term").

3.2 Notwithstanding the foregoing, either party may at its option terminate this Lease by giving 90 days prior written notice to the other party and the date of termination as set forth in such written notice shall be the expiration date of the Term.

SECTION 4. MAINTENANCE AND REPAIRS; ALTERATIONS

4.1 The City shall provide at its own cost routine maintenance items, including routine cleaning and janitorial services.

4.2 In case of any damages or injury to the glass in the Premises or damage or injury to the Premises of any kind whatsoever, said damage or injury being caused by the carelessness, negligence or improper conduct of the EDC, its agents, servants, guests, or employees, then the EDC shall cause the said damage or injury to be repaired in equal quality and type as speedily as possible at its own cost and expense, otherwise the same shall be replaced or repaired by the City at the cost of the EDC.

4.3 The EDC may add or change the lock to the Premises; provided, however, the EDC shall provide a working key(s) to the City to allow the City's access to the Premises in accordance with this Lease.

SECTION 5. OFFICE FURNISHINGS AND COMMUNICATION EQUIPMENT

5.1 The City shall provide to the EDC one office desk, one desk chair, two guest chairs, one bookshelf and two two-drawer lateral file cabinet (collectively, the "Office Furnishings") for the EDC's exclusive use within the Premises.

5.2 The City shall provide to the EDC: (a) two operating direct-dial private phone lines, with local phone service for both phone lines and with private voice mail service for one phone line, from the City's telephone service provider; and (b) one operating internet cable connection and internet cable service from the City's internet cable provider (collectively, the "Communication Equipment"). The Communication Equipment may be part of the City's existing phone and internet cable service, provided, however, such phone lines and internet cable connection provided to the EDC shall be for the sole and exclusive use of the EDC and it is the intent of the parties that the use of the same shall not be open public records or be subject to any open records request as the EDC is not a public body or quasi-governmental body subject to any open public records requirements. Long distance phone service is not provided by the City.

SECTION 6. USE OF PREMISES; CONDITION

6.1 The EDC shall continuously use the Premises, the Office Furnishings and the Communications Equipment for the purposes of the EDC and for no other purpose without the City's prior written consent. The EDC has the sole responsibility to determine the suitability of the Premises and the Office Furnishings for that use. The EDC shall not make any unlawful, improper, or offensive use of the Premises, the Office Furnishings or the Communications Equipment nor suffer any waste thereof. The EDC shall not permit any objectionable noise, vibration, hazardous waste or odor to escape or be emitted from the Premises. The EDC shall not permit anything to be done which tends to create a nuisance or which adversely affects the ability of other persons in the Building to conduct their respective work.

6.2 The EDC acknowledges that the Premises and the Office Furnishings are in good condition and repair as of the date of this Lease. This acknowledgment includes, without limitation, all window glass, electrical fixtures, plumbing, heating, wiring, and sewage system.

6.3 The City has no obligation to provide any items of furniture to the EDC during the Term except the Office Furnishings. The City may, at its sole discretion, loan items of furniture or other personal property to the EDC during the Term of this Lease. In such event and upon vacation of the Premises, the EDC shall return any such personal property, in addition to the Office Furnishings, to the City in as good condition and repair as when received by, normal wear and tear excepted.

SECTION 7. NO PARTNERSHIP

7.1 The City is not a partner of or in a joint venture with the EDC in connection with the EDC's business conducted on the Premises and the EDC is not an agency of the City nor a public or quasi-governmental body; provided, that, the City and the EDC do have a unique relationship in which they work closely with one another with respect to economic development activities, share in-kind services, and cooperate closely to further their mutual goals of maintaining and improving the economic viability of Parkville.

SECTION 8. INSURANCE; INDEMNITY

8.1 The EDC shall immediately obtain and continuously maintain during the term of this Lease, and any renewal thereof, liability insurance in form and with an insurer satisfactory to the City, naming the City and the EDC as insureds against all liability for damages to persons and property arising out of the EDC's activities on or any condition of the Premises with limits of at least \$500,000 for injury to one person, \$1,000,000 for injuries arising out of any one occurrence, and \$50,000 for property damage. At the City's request, the EDC shall furnish to the City satisfactory evidence of continuing compliance with the terms of this Section. Should the City receive notice of cancellation of said insurance it shall have the right to terminate the EDC's operations on the Premises and Common Areas immediately, not to start again until the City receives new copies evidencing that insurance as described in this section is in full force and effect.

8.2 The EDC shall indemnify and save the City and the Board of Aldermen of the City harmless from all claims or liabilities of any type or nature to any person, firm, or corporation, including any agents or employees of the EDC arising in any manner from the EDC's use of the Premises, and/or Common Areas.

8.3 It is expressly understood and agreed by and between the parties to this Lease that the City shall not be liable for any damage or injury which may be sustained by the EDC or other person; or any other damage or injury resulting from the carelessness, negligence or improper conduct on the part of any other user of the Building or agents or employees of the City; or by reason of the breakage, leakage, or obstruction of the water sprinkler or soil pipes, electric conduits or wiring or other leakage or breakage in or about the Building, unless, as permitted by law, due to the City's negligence.

SECTION 9. COMPLIANCE WITH LAW

9.1 The EDC shall comply with all statutes, regulations, ordinances, building codes, rules and other laws of all federal, state, county, and municipal bodies and agencies concerning the use of the Premises at all times and shall indemnify the City for any damage caused by violation thereof. The EDC shall also comply with any rules or regulations concerning the use of the Premises and/or Common Areas promulgated by the Board of Aldermen of the City.

SECTION 10. FIRE DAMAGE OR DESTRUCTION

10.1 In case of destruction of all or part of the Premises by fire or other causes, the EDC shall immediately give notice thereof to the City, who shall thereupon cause the damages to the Premises to be repaired, but if the Premises are so damaged that the Premises cannot be occupied and/or the City shall decide not to rebuild, this Lease shall terminate and the Rent and Additional Rent, if not paid for the then current Lease Year, shall be paid up to the time of said destruction, and if paid for the then current Lease Year, shall be reimbursed by the City to the EDC such portion of the Rent attributed to the unaccrued portion of such Lease Year.

SECTION 11. ASSIGNMENT OR SUBLEASE

11.1 No part of the Premises may be assigned, mortgaged, or subleased by the EDC, nor may a right of use of any portion of the Premises be conferred on any person voluntarily or involuntarily by any other means, without the prior written consent of the City. This Section shall apply, without limitation, to all transfers by operation of law and all transfers to and by trustees, including trustees in bankruptcy, receivers, conservators, and personal representatives of decedents' estates. A purported assignment, sublease, transfer or other matter or transaction in violation of this Section shall be void. Consent by the City to one assignment or sublease shall not destroy or waive this provision; all later assignments and subleases shall likewise require the City's prior written consent. Any Subtenant or assignee shall become liable directly to the City for all obligations of the EDC hereunder, without

relieving the EDC's liability therefore.

SECTION 12. EDC'S INSPECTION OF PREMISES

12.1 The EDC acknowledges that the EDC has relied solely upon the EDC's own independent inspection, investigation, and opinion of the Premises and its quality, value, suitability, and business potential for the contemplated use; and that the EDC has not relied upon any such representation by the City or any agent of the City, except to the extent that any representation may be contained in this Lease.

SECTION 13. INSPECTION BY LANDLORD

13.1 At all reasonable times with prior notice to the EDC, the City and the City's agents shall have access to all portions of the Premises for the purpose of inspecting the condition of the Premises and to exercise any right or power reserved by the City under this Lease, including but not limited to making any necessary repairs or other alterations. In the event of an emergency, the City shall not be required to give prior written notice but shall give notice to the EDC of such emergency access as soon as possible.

SECTION 14. SIGNS

14.1 The EDC shall not erect or paint any signs on any portion of the Premises, Common Areas or the Building without obtaining the City's prior written consent. Upon termination of this Lease, at the EDC's sole cost, the EDC shall remove all signs which the City may then require to be removed. The City reserves the right to erect signs and to lease, license, or otherwise grant to others the right to erect exterior signs in the Premises.

SECTION 15. VACATION OF PREMISES

15.1 The EDC covenants to vacate the Premises upon the expiration of the Term or early termination of this Lease and agrees that if there is any holding over after the expiration of the Term with the City's consent, such consent shall be for a month to month tenancy. Upon vacation the EDC shall deliver all keys and access cards to the City and leave the Premises, Office Furnishings and any other personal property belonging to the City in as good condition and repair as the same were at the beginning of the term, normal wear and tear excepted.

SECTION 16. DEFAULT BY TENANT

16.1 Each of the following shall be a default by the EDC and a breach of this Lease:

- a. Failure to pay Rent or any part thereof within 10 days after it is due.
- b. Failure to comply with any other term or fulfill any other obligation of this Lease to be met or fulfilled by the EDC within ten (10) days after receiving written notice from the City requesting such compliance.

- c. The insolvency of the EDC; an assignment by the EDC for the benefit of creditors; the filing by the EDC of a voluntary petition in bankruptcy; an adjudication that the EDC is bankrupt; the filing of an involuntary petition of bankruptcy against the EDC and the failure of the EDC to secure a dismissal of the petition within 30 days after filing; the appointment of a receiver over a substantial portion of the properties of the EDC; the attachment of or the levying of execution on the Premises interest and failure of the EDC to secure discharge of the attachment or release of the levy of execution within 10 days.
- d. Abandonment of the Premises, for which purpose abandonment means a failure of the EDC to occupy the Premises for one or more of the purposes permitted under this Lease for 15 days or more, unless such failure is excused under other provisions of this Lease.
- e. Failure by the EDC within 10 days after receiving written notification from the City to prevent, correct, or abate nuisances or other grievances which directly or indirectly cause interference with, harm, or damage to the City's use of the Building or any portion thereof.

16.1 Termination upon Default. If the EDC is in default the City may elect to terminate this Lease by notice in writing to the EDC. The City may exercise this option at the time of such default or, so long as such default has not been cured, at any time thereafter, and upon giving such notice of termination, this Lease shall then expire as if the date of notice had been originally fixed as the expiration date of the Term.

16.2 Damages without Termination. Whether or not this Lease is terminated by election of the City or otherwise, the City shall be entitled to recover actual damages from the EDC for the default.

16.3 Rights and Liabilities upon Termination. If this Lease is terminated for any reason by election of the City or otherwise, the EDC's liability to the City for damages shall survive termination, and the rights and obligations of the parties shall be as follows: (a) the EDC shall vacate the Premises immediately, remove any property which the EDC is required to remove under this Lease and perform any clean-up, alterations, or other work necessary to leave the Premises and the Office Furnishings in the condition required under this Lease; and (b) the City may reenter, take possession of the Premises and Office Furnishings and remove any persons or property by legal action or self help. No reentry by the City shall be deemed an acceptance of surrender of this Lease.

16.4 Damages upon Termination. If this Lease is terminated upon default by the EDC, whether by election of the City or otherwise, the EDC's liability to the City for damages shall survive termination of this Lease. Without waiting until the due date of any future Rent or until the date fixed for expiration of the Term, the City shall be entitled to immediately recover a sum equal to the amount of all Rent which has accrued as of the termination date and a sum equal to the reasonable costs of reentry, including without limitation the cost of

clean-up; refurbishing; removal of the EDC's property and fixtures, or any other expenses occasioned by the EDC's failure to quit the Premises upon termination and to leave the Premises in the required condition; attorney's fees; and court costs. The City may also recover and the EDC agrees to pay on or before the day of each year on which the Rent would have been payable if this Lease had not terminated. Actions for the recovery of such damages or any installments thereof may be brought by the City at the City's election, and nothing contained herein shall be deemed to require the City to postpone such action until the date when the Term would have expired, if this Lease had not been terminated.

16.5 Performance by the City. If the EDC fails to perform any obligation under this Lease, the City shall have the right but no obligation to perform the same after 10 days written notice to the EDC. The EDC covenants to reimburse the City for all of the City's expenditures to correct the default which shall be immediately paid upon the City's demand.

16.6 Remedies Cumulative. The foregoing remedies are in addition to and shall not exclude any other remedy available to the City under applicable law.

SECTION 17. DEFAULT BY CITY

17.1 Default Defined. Failure to comply with any term or fulfill any other obligation of this Lease to be met or fulfilled by the City under this Lease within ten (10) days after receiving written notice from the EDC requesting such compliance shall constitute a breach of this Lease by the City.

17.2 Termination upon Default. If the City is in default the EDC may elect to terminate this Lease by notice in writing to the EDC. The EDC may exercise this option at the time of such default or, so long as such default has not been cured, at any time thereafter, and upon giving such notice of termination, this Lease shall then expire as if the date of notice had been originally fixed as the expiration date of the Term; in which case: (a) the EDC shall vacate the Premises immediately, remove any property which the EDC is required to remove under this Lease and perform any clean-up, alterations, or other work necessary to leave the Premises and the Office Furnishings in the condition required under this Lease; and (b) the City may reenter, take possession of the Premises and Office Furnishings and remove any persons or property by legal action or self-help.

17.3 Damages upon Termination. If this Lease is terminated upon default by the City, whether by election of the EDC or otherwise, the City's liability to the EDC for actual damages shall survive termination of this Lease. Actions for the recovery of such actual damages may be brought by the EDC at the EDC's election.

17.4 Remedies Cumulative. The foregoing remedies are in addition to and shall not exclude any other remedy available to the City under applicable law.

SECTION 18. ATTORNEY FEES

18.1 If civil action is instituted by either party to establish or enforce any right under

this Lease; to recover any amounts due hereunder; to correct a breach of any covenant, term, or condition hereof; or to litigate any other matter arising from the execution of this Lease, the prevailing party in the trial court and the prevailing party on any appeal shall recover reasonable attorney fees awarded by the trial and appellate courts in addition to costs and disbursements. This Section shall survive any termination of this Lease.

SECTION 19. NON-WAIVER

19.1 Failure by the City to require the EDC's strict performance of any terms under this Lease shall not affect the City's right to enforce the same, nor shall a waiver of default be construed to be a waiver of any succeeding default or a waiver of this Section. To be effective, any waiver by the City must be written and signed by the City.

SECTION 20. NOTICE

20.1 All written notices to be given to the City shall be mailed to the City at 8880 Clark Avenue, Parkville, Missouri 64152, Attention City Administrator, or at such other address as the City shall designate in writing. All written notices to be given to the EDC shall be mailed to the EDC at 8880 Clark Avenue, Suite 218, Parkville, Missouri 64152, Attention Executive Director, or at such other address as the EDC shall designate in writing. Notice shall be deemed given when deposited in the United States mail, certified or registered, addressed as provided in this Section with postage fully prepaid.

SECTION 21. HOURS OF OPERATION AND UTILITIES

21.1 The City covenants and agrees that it will keep Building open and in operation Monday through Friday from 8:00 am to 5:00 pm, except legal holidays ("Hours of Operation"). During the Hours of Operation, the EDC, its employees, officers, agents, guests and invitees, may access the Building and use the Premises and Common Areas in accordance with this Lease; and during non-Hours of Operation, the EDC, its employees, officers, agents, guests and invitees, may have access to the Premises, however, the City may limit access to the Common Areas.

21.2 The City will furnish utilities, such as heating, cooling, electricity, water, telephone, cable and sewer, without charge to the EDC except as expressly provided in this Lease. It is understood that any one or more of these utilities may experience normal interruption of service and interruption for maintenance and repair which shall not constitute a breach of this Lease by City. It is further understood that heating and cooling may be limited except during Hours of Operation.

SECTION 22. MISCELLANEOUS

22.1 This Lease shall bind and shall inure to the benefit of the parties and their respective successors in interest, and to the extent this Lease is assignable by its terms, the assigns of the parties.

22.2 The provisions of this Lease are severable. If any term or its application to any person or circumstance shall be invalid or unenforceable, the application of such term to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected, and the remainder of this Lease shall not be affected thereby.

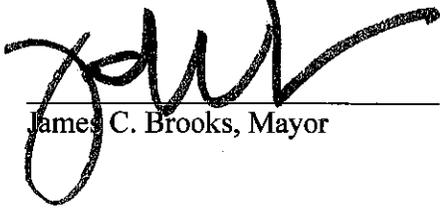
22.3 If the context so indicates, the singular pronoun shall be construed to mean and include the plural, the masculine, the feminine, and the neuter, and generally all grammatical changes shall be made, assumed, and applied to make the provisions of this Lease apply equally to one or more corporations and individuals.

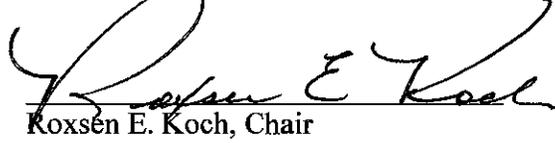
22.4 Notwithstanding anything to the contrary this Lease, this Lease is the entire agreement between the parties as to the subject matter of this Lease.

IN WITNESS WHEREOF, the City and the EDC have executed this Lease.

City of Parkville, Missouri

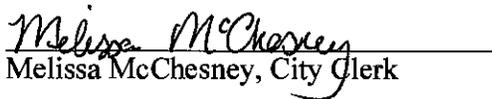
Parkville Economic Development Council


James C. Brooks, Mayor


Roxsen E. Koch, Chair

Attest:

Attest:


Melissa McChesney, City Clerk


Greg Foss, Executive Director



CITY OF PARKVILLE

Policy Report

Date: March 27, 2014

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

Reviewed By:
Sean Ackerson
Assistant City Administrator

ISSUE:

Request for approval to contract with Prodigy Baseball for use of Grigsby Field and Field #3 during the specific dates and times outlined in the agreement.

BACKGROUND:

The Parks Department requested proposals from area baseball teams and leagues for the 2014 season for use of the baseball fields in English Landing Park. Prodigy Baseball, a local Parkville business, submitted the only proposal to use the ball fields. They propose to use Grigsby and Field #3 during specific dates and times (see attachments). These times allow for use by other teams and the general public as required by the Land and Water Conservation Fund (LWCF) rules applicable to these fields. The agreement includes payment to the City of \$1,184 and installation of two nets in the batting cages with a total value of \$1,078. In addition Prodigy will provide a load of clay dirt for the bull pen, and perform routine work such as dragging and lining the infield, applying city provided "turface," and cleaning up any trash or debris after each use. Prodigy will also provide liability insurance in an amount not less than \$2,000,000 naming the City as additionally insured.

CLARB:

This proposal was submitted to the Community Land and Recreation Board (CLARB) for their March meeting. There was no quorum for the meeting, but the four individual members present expressed their support for the proposal. The agreement is consistent with those previously recommended by CLARB, including the 2013 agreement with Prodigy.

BUDGET IMPACT:

\$3,000 in revenue is budgeted for sports field reservations in 2014 (General Fund line item 10-415-04-01). Revenue is expected from this agreement and separate individual, hourly field reservations.

ALTERNATIVES:

1. Approve the agreement with Prodigy Baseball.
2. Do not approve the agreement.
3. Postpone action on the request.

STAFF RECOMMENDATION:

Staff recommends approving the agreement with Prodigy Baseball.

POLICY:

The Board of Aldermen must approve all contracts and agreements.

SUGGESTED MOTION:

I move to approve the contract with Prodigy Baseball for the 2014 season.

ATTACHMENTS:

1. Prodigy Proposal
2. Prodigy Contract



PROPOSAL TO THE CITY OF PARKVILLE

Baseball Field Use

February 14, 2014

Prodigy Baseball Academy

Prodigy Baseball Academy is a baseball training and practice facility that's been operating in the City of Parkville at 6211 NW Kelly Drive for 2 years. Michael Younghanz, Owner and General Manager, played and coached baseball at Park University. Prodigy Baseball Academy currently has 10 youth baseball teams. Prodigy Baseball Academy has 125 players in our organization and over 300 parents. The Prodigy Baseball Academy business plan calls for continued growth through increased membership sales and Prodigy Teams.

Seven of our ten Prodigy baseball teams are currently looking for practice fields for the 2014 season. This proposal outlines a plan that is intended to accomplish the following goals:

- Provide practice facilities for the Prodigy baseball teams.
- Leave the majority of field times available to for other teams and/or for general public use.
- Help fund maintenance and improvements at the facilities.

The Proposal

Prodigy Baseball Academy proposes the following:

1. Use of Fields. Baseball fields would be set aside for use by Prodigy teams as follows:
 - a. English Landing Field 3 on Tuesday and Wednesday evenings, from 5:30pm - 7:30pm, from March through June, 2014. (Approximately 30 practice sessions)
 - b. Grigsby Field on Tuesdays and Thursdays from 5:30pm to 7:30pm, from March through June. (Approximately 30 practice sessions)
 - c. Grigsby Field from 4pm to 6pm, Tuesdays and Wednesdays, from June through July. (Approximately 16 practice sessions)

- d. Grigsby Field from 1pm to 4pm, Tuesdays, Wednesdays, and Thursdays, from June through July. (Approximately 24 practice sessions)
2. Payment. In exchange for the field times requested above, Prodigy teams will pay to the City of Parkville \$14 per anticipated practice session for evening times and \$5 per session for early afternoon times, for a total of \$1,184 if all of the above times are awarded. Prodigy offers 2 batting cage nets for the batting cage area. Both cages were purchased from Masterpitch at \$539/net. We also will bring down a load of clay dirt for the pitching mound.
 3. Prodigy Baseball Academy's Obligations. In exchange for use of the fields as described above, we will:
 - a. Make required payments as identified above.
 - b. Drag, line, apply (City provided) "turface", and otherwise prepare fields as necessary prior to use.
 - c. Clean up and remove all debris and trash following each use.
 - d. Provide liability insurance for all Prodigy teams in the form attached hereto. (See Attached Certificates)

Sincerely,

Michael Younghanz
816/315-4323
michael@prodigybaseballacademy.com



BALL FIELD USE AGREEMENT

This Agreement is made by and between the CITY OF PARKVILLE, MISSOURI, a political subdivision, hereinafter referred to as "CITY", and PRODIGY BASEBALL ACADEMY, hereinafter referred to as "PRODIGY BASEBALL ACADEMY ".

WHEREAS, CITY is the owner of certain real property located in the City of Parkville, Missouri, in English Landing Park, which is more particularly described as Ball Field #3; and Grigsby Field.

WHEREAS, PRODIGY BASEBALL ACADEMY wishes to use a portion of the City' parks for conducting Spring, and Summer baseball for youth and adults.

WHEREAS, this agreement allows involvement of Parkville youth and residents who participate in the PRODIGY BASEBALL ACADEMY.

WHEREAS, CITY wishes to grant the use of said fields for the recreational enjoyment of the PRODIGY BASEBALL ACADEMY and its participants.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **PERMISSION FOR USE OF PREMISES.** CITY grants to PRODIGY BASEBALL ACADEMY the right to Ball Field #3 and Grigsby Field on the dates and times as outlined below for baseball use only:

- a. Field #3 on Tuesday and Wednesday evenings from 5:30 pm to 7:30 pm from March through June 2014 (approximately 30 practice sessions); and
- b. Grigsby Field on Tuesdays and Thursdays from 5:30 pm to 7:30 pm from March through June (approximately 30 practice sessions); and

- c. Grigsby Field on Tuesdays and Wednesdays from 4:00 pm to 6:00 pm from June to July (approximately 16 sessions); and
- d. Grigsby Field on Tuesdays, Wednesdays, and Thursdays from 1:00 pm to 4:00 pm from June through July (approximately 24 practice sessions).

As consideration for the use of the above fields on the date and times agreed upon PRODIGY SPORTS ACADEMY will pay CITY One-Thousand, On-Hundred and Eighty Four-dollars (\$1,184.00) prior to use.

2. **CITY'S OBLIGATION.** CITY agrees that it will:

- a. Provide baseball and softball fields as described above on the agreed upon dates and times.
- b. Provide trash receptacles and trash pickup at the fields daily, Monday through Friday, unless deemed unnecessary due to volume or lack of use.
- c. Provide one (1) portable restroom to be located at Grigsby Field.
- d. Mow the fields at least once a week to a level of three (3) inches.

3. **PRODIGY OBLIGATION.** Prodigy Sports Academy agrees that it will:

- a. Provide bases. (as-needed)
- b. Drag fields prior to agreed upon practice/playing time.
- c. Line fields
- d. Provide the necessary equipment or manpower to layout, drag and line, and maintain the fields. Equipment used by PRODIGY BASEBALL ACADEMY in performing such work on infields and outfields shall be limited to equipment approved by the Parks Superintendent.

- e. Cleanup and remove debris and trash following each use, including trash pickup on the weekend.
- f. Grigsby Field will have “turface” applied and Field #3 will have Ball Field fines applied. These improvements will be completed when mutually agreed upon as beneficial by CITY and PRODIGY BASEBALL ACADEMY. The CITY will provide the material and PRODIGY will apply the material.
- g. Provide and install two “Masterpitch” nets in the batting cages.
- h. Provide and install one load of clay dirt for the pitcher’s mound in the bull pen area.

4. **NEGLIGENCE AND INDEMNITY.** PRODIGY BASEBALL ACADEMY shall defend, indemnify and hold harmless CITY from and against all claims arising out of or resulting from all acts or omissions in connection with this Agreement caused in whole or in part by PRODIGY BASEBALL ACADEMY or it’s designated agents, employees, coaches, managers, umpires, members, or participants, regardless of whether or not caused in part by any act or commission, including negligence, of CITY. PRODIGY BASEBALL ACADEMY is not obligated under this Section to indemnify CITY for the sole negligence of the CITY.

5. **INSURANCE:** PRODIGY BASEBALL ACADEMY shall procure and maintain in effect throughout the duration of this Agreement insurance coverage not less than the type and amounts specified in this Section. Policies containing a self-insured retention will be unacceptable to CITY.

- a. **Commercial General Liability Insurance:** in an amount not less than Two Million Dollars (\$2,000,000.00) naming CITY as additionally insured. A copy of the policy shall be provided to CITY prior to use of fields.

b. Workers' Compensation Insurance: as required by statute.

6. **MODIFICATION.** The terms, covenants and conditions of this Agreement may not be changed orally, but only by an instrument in writing executed by the parties.

7. **REIMBURSEMENT OF EXTRAORDINARY EXPENSES.** PRODIGY BASEBALL ACADEMY shall reimburse CITY for the following costs and expenses by the CITY in connection with any event at the above fields.

a. CITY'S actual expense incurred in providing trash disposal, and clean up assistance should PRODIGY BASEBALL ACADEMY fail to comply with its obligations set forth in paragraph 3e.

b. CITY'S actual expense incurred for damage to amenities such as, but not limited to fencing and bleachers.

c. Claims, demands, and liabilities asserted by a third person against the CITY, its officers, officials and employees (whether insured against or not and whether such claims, demands and liabilities may be subject to the indemnification provisions of this agreement) relating to or arising out of the conduct of any of the PRODIGY BASEBALL ACADEMY events.

d. Within thirty (30) days after any event by the PRODIGY BASEBALL ACADEMY, CITY shall submit its invoice for actual extraordinary expenses to the PRODIGY BASEBALL ACADEMY. PRODIGY BASEBALL ACADEMY shall pay the amount of any actual extraordinary expense invoiced within thirty (30) days after the date of the CITY'S invoice.

8. **SUBLETTING.** PRODIGY BASEBALL ACADEMY shall not sublet field(s) to another entity during the duration of this agreement.

9. **TERM OF AGREEMENT.** PRODIGY BASEBALL ACADEMY shall be responsible for arranging use of Ball Field 3 and Grigsby Field on the dates and times previously listed.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on this 1st day of April, 2014.

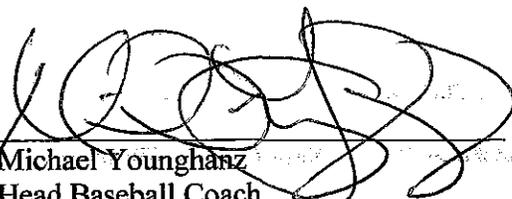


CITY OF PARKVILLE, MISSOURI

By: 
James C. Brooks
Mayor

ATTEST:


Melissa McChesney
City Clerk


Michael Younghanz
Head Baseball Coach

CITY OF PARKVILLE
Policy Report

Date: April 1, 2014

Prepared By:

Tim Blakeslee
Assistant to the City Administrator

Reviewed By:

Matthew Chapman
Finance/Human Resources Director

ISSUE:

Approval of Accounts Payable Invoices, Payroll Expenditures, Electronic Funds Transfer (EFT) Payments, Insurance Payments, and 1st of the Month Checks from 3/10/28/2014 - 3/24/2014.

BACKGROUND:

Attached are the statements of approved payments, per the City's Purchasing Policy, for the period from March 10, 2014, through March 24, 2014. All disbursements must be reviewed and approved by the Board of Aldermen prior to the release of City funds.

BUDGET IMPACT:

Accounts Payable	\$93,213.26
Insurance Payments	\$0.00
1 st of the Month	\$0.00
EFT Payments	\$0.00
Payroll	\$50,851.96
TOTAL	\$144,065.22

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 \$144,065.22 of city funds to pay salaries and accounts.

ATTACHMENTS:

1. Accounts Payable
2. Payroll

PACKET: 04545 Regular Payments 3/14/14

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00123	Sam's Club I-2014 Membership	2014 Membership Renewal	R	3/17/2014		180.00CR	032099	180.00
00314	Pitney Bowes-Purchase Power I-March 2014	March 2014 Postage	R	3/17/2014		500.00CR	032100	500.00
00942	McKeever's Price Chopper I-March 2014 Stmt	March 2014 Stmt	R	3/17/2014		135.27CR	032101	135.27
01099	Toshiba I-10781424 I-10781425	Black Counter-AD Color Counter-AD	R	3/17/2014		108.90CR 139.45CR	032102 032102	 248.35
01390	Riss Lake Homes Association I-March 2014	March 14 Grinder Pump	R	3/17/2014		21,540.93CR	032103	21,540.93
01967	The Waldinger Corporation I-Inv 5285174-1	HVAC Repair-AD	R	3/17/2014		375.50CR	032104	375.50
02204	Platte County Recorder I-3/14/2014	Release of Lien	R	3/17/2014		24.00CR	032105	24.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	7	0.00	23,004.05	23,004.05
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:	7	0.00	23,004.05	23,004.05

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 04549 Federal Withholdings 3/14/14
VENDOR SET: 01
BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00044	Park Bank							
	I-T3 201403144022	FICA W/H	D	3/14/2014		47.96CR	000000	
	I-T4 201403144022	Medicare W/H	D	3/14/2014		11.22CR	000000	59.18

* * 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	59.18	59.18
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	59.18	59.18

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 04554 Federal Withholdings - 3/21/14

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 201403204023	Federal Withholding	D	3/21/2014		7,597.12CR	000000	
	I-T3 201403204023	FICA W/H	D	3/21/2014		8,539.52CR	000000	
	I-T4 201403204023	Medicare W/H	D	3/21/2014		1,997.12CR	000000	18,133.76

* * 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	18,133.76	18,133.76
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	18,133.76	18,133.76

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 04555 Regular Payments 3/21/14

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00159	Missouri American Water							
	I-Due 4/4/14	Due 4/4/14	R	3/24/2014		16.47CR	032107	
	I-Due 4/9/14	Due 4/9/14	R	3/24/2014		279.45CR	032107	295.92
01614	KCPL							
	I-Due 4/3/14	Due 4/3/14	R	3/24/2014		2,491.38CR	032108	
	I-Due 4/4/14	Due 4/4/14	R	3/24/2014		24.55CR	032108	2,515.93

** T O T A L S **	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	2	0.00	2,811.85	2,811.85
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	2	0.00	2,811.85	2,811.85

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 04556 3/21/14

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-28005	File Jackets-CT	R	3/27/2014		929.30CR	032109	
	I-28077	Newsletter Printing-AD	R	3/27/2014		1,260.97CR	032109	2,190.27
00036	Deffenbaugh Industries							
	I-5930998	Trash Service WWTP-SW	R	3/27/2014		29.71CR	032110	29.71
00045	Federal Office Products, Inc.							
	I-496882	Binders for Clerk-AD	R	3/27/2014		63.20CR	032111	
	I-497444-0	Copy Paper-AD	R	3/27/2014		155.00CR	032111	218.20
00052	Glen's Automotive Service Center, Inc							
	I-90591	Truck Repair-CD	R	3/27/2014		156.47CR	032112	156.47
00053	Grass Pad Warehouse							
	I-400326	Herbicide-NS	R	3/27/2014		73.80CR	032113	73.80
00079	MARC							
	I-S-I-0001339	2014 HHW-AD	R	3/27/2014		5,776.16CR	032114	5,776.16
00097	P & G Hardware							
	I-3/17/14 Statement	3/17/14 Statement-ST,DRJP,PK	R	3/27/2014		195.09CR	032115	195.09
00114	Rampart Security, Inc.							
	I-37193	Street Building Security-TP	R	3/27/2014		67.50CR	032116	67.50
00115	Rapid Stamp Products							
	I-480868	Nameplate-PK	R	3/27/2014		30.00CR	032117	30.00
00156	Dave's Foreign Car Repair LLC							
	I-129,146	Oil Change/Repair-PD	R	3/27/2014		60.68CR	032118	
	I-129,161	Oil Change-PD	R	3/27/2014		35.00CR	032118	
	I-129,206	Mount Tire-PD	R	3/27/2014		15.00CR	032118	
	I-129,225	Belt Repair-PD	R	3/27/2014		257.91CR	032118	
	I-129,231	Tire Rotation and Mounting-PD	R	3/27/2014		42.50CR	032118	
	I-129,234	Oil Change-PD	R	3/27/2014		35.00CR	032118	
	I-129,240	Alternator Replacement-PD	R	3/27/2014		535.39CR	032118	981.48
00159	Missouri American Water							
	I-Due 4/10/14	Due 4/10/14	R	3/27/2014		264.32CR	032119	
	I-Due 4/14/14	Due 4/14/14	R	3/27/2014		77.95CR	032119	342.27

PACKET: 04556 3/21/14

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00199	Colonial Nursery Corp I-W1844	Cottonwood Trees-PK	R	3/27/2014		987.00CR	032120	987.00
00274	Ricoh USA, Inc. I-5029910630	Black Counter-PD	R	3/27/2014		76.05CR	032121	76.05
00307	Justrite Rubber Stamp Co I-90.50	Dog Tags-AD	R	3/27/2014		90.50CR	032122	90.50
00338	R H Fastener Supply, Inc. I-278246-0002	Wire Connectors-TP	R	3/27/2014		7.43CR	032123	7.43
00496	Gunter Pest Management, Inc. I-1081388	March Pest Control-AD	R	3/27/2014		50.00CR	032124	50.00
00501	Hinckley Springs I-6911530-031514 I-T#140703054055	Drinking Water-PK Drinking Water-ST	R R	3/27/2014 3/27/2014		38.54CR 63.51CR	032125 032125	102.05
00561	GFOA of Missouri I-GFOA Spring Conf	GFOA Spring Conf Chapman-AD	R	3/27/2014		75.00CR	032126	75.00
01087	Stinson Leonard Street LLP I-30013768	Legal Services	R	3/27/2014		1,057.80CR	032127	1,057.80
01235	Landmark Newspaper, The I-21661	RFB Truck-TP	R	3/27/2014		78.70CR	032128	78.70
01273	TREKK Design Group, Inc I-14-059	BMW Construction Observation	R	3/27/2014		27,092.57CR	032129	27,092.57
01488	Staples Advantage I-8029124225	Office Supplies-ST,PD	R	3/27/2014		59.86CR	032130	59.86
01538	The Victor L. Phillips, Co. I-IK70808	Oil and Filter for Backhoe-TP	R	3/27/2014		201.80CR	032131	201.80
01739	Print Time I-9007848	Mailing Envelopes-AD	R	3/27/2014		69.90CR	032132	69.90
01785	ServiceMaster Elite I-15368	March Janitorial-AD	R	3/27/2014		502.49CR	032133	502.49

3/24/2014 4:16 PM
 PACKET: 04556 3/21/14
 VENDOR SET: 01
 BANK : AP Pooled Cash Regular AP

A / P CHECK REGISTER

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01977	Gilmore & Bell, P.C. I-43-1611738	2014 SRF Administration Fee-SW	R	3/27/2014		124.00CR	032134	124.00
01982	Rejis Commission I-inv0030913	Terminal Rejis-PD	R	3/27/2014		62.56CR	032135	62.56
02018	Ace ImageWear I-276900	Shop Towls-PK	R	3/27/2014		35.50CR	032136	35.50
02035	ProPrint, Inc. I-007602	2016 Golf Cart Stickers-AD	R	3/27/2014		22.50CR	032137	22.50
02140	Commerce Bank - Commercial Cards I-March 18 Stmt	March 18 Credit Card Stmt	R	3/27/2014		5,972.25CR	032138	5,972.25
02154	Royal Papers Inc I-K643715	Janitorial Supplies-AD	R	3/27/2014		273.09CR	032139	273.09
02175	eNet I-3724 I-3733 #2	IT Services-IT Network Switches-IT	R	3/27/2014		1,173.00CR 750.00CR	032140 032140	1,923.00
02180	Timothy Blakeslee I-3/18/14 Exp Report	3/18/14 Exp Rpt Blakeslee-AD	R	3/27/2014		33.30CR	032141	33.30
02190	Knapheide I-KC563850	Plow Light-TP	R	3/27/2014		109.00CR	032142	109.00
02216	Cook Tractor Parts, Inc I-S1446260030	Tractor Part-PK	R	3/27/2014		137.12CR	032143	137.12

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	35	0.00	49,204.42	49,204.42
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	35	0.00	49,204.42	49,204.42

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

CITY OF PARKVILLE

Policy Report

Date: Wednesday, March 19, 2014

Prepared By:
Lauren Palmer
City Administrator

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

ISSUE:
Settlement Agreement for *Agnes J. Otjen v. City of Parkville, Missouri*

BACKGROUND:
On June 4, 2013, a lawsuit was filed in the Circuit Court of Platte County, MO to set aside special assessments for two parcels (Otjen property) located in the Brush Creek Drainage Neighborhood Improvement District (NID). On August 6, 2013, the Board of Aldermen engaged Zerger & Mauer, LLP for legal services to defend the City in the lawsuit. On January 13, 2014, Judge Hull denied the City's motion for summary judgment and a trial date was set for March. The City and the plaintiff agreed to participate in mediation in an effort to resolve the matter before trial. An out-of-court settlement was reached as a result of the mediation on Thursday, February 20, 2014.

The settlement agreement obligates the City to pay \$120,000 toward the NID annual assessment payments for the plaintiff's property. Within 20 days of the issuance of general obligation bonds for the Brush Creek NID, the City must establish a separate governmental fund to account for the full settlement amount. Interest will be applied to the fund in the same manner as all of the City's municipal investments. Each year the property owner will deliver her tax bill to the City, and the City will pay the NID assessment directly to the County within 10 days. This will continue until the full amount of the settlement fund, including any accrued interest, has been depleted.

As part of the settlement agreement, the plaintiff agrees to a consent judgment by which the court finds that the NID was validly formed and is proper. The judgment will be filed with the Court upon the Board's action to approve the settlement agreement.

BUDGET IMPACT:
As part of the Brush Creek permanent financing, the City anticipates receiving reimbursement for its prior out-of-pocket costs related to the last issuance of temporary notes in July 2013. This amount of \$104,023 may be used to offset the settlement amount. City Administration recommends taking the remaining portion of \$15,977 from the General Fund line item for Litigation expenses (10-501-08-01-01). Even anticipating the final payment to Zerger & Mauer, the City has a balance of approximately \$35,000 in this budget line for 2014. In addition, upon completion of the Brink Meyer Road NID permanent financing, the City anticipates returning approximately \$100,000 from the legal settlement for the failed retaining wall to the General Fund. This is the amount remaining in the settlement fund upon completion of all improvements, and it will partially reimburse the General Fund for legal costs related to the wall collapse. This amount will be added to the General Fund reserve. The combination of all of these actions means that the City will not have to dip into the Emergency Reserve Fund to pay for the Otjen lawsuit settlement.

ALTERNATIVES:

1. Approve the settlement agreement.
2. Provide alternative direction to City Administration.

STAFF RECOMMENDATION:

City Administration recommends approval of the settlement agreement. Although the City's legal position is strong, there is no guarantee of a favorable outcome at trial. Staff estimates that the City could incur as much as \$75,000 in legal fees and added interest costs by proceeding to trial and further delaying the issuance of general obligation bonds for the Brush Creek NID. In light of all of these factors, settlement is the best option to protect the City's interests.

POLICY:

The Board of Aldermen must approve all expenses above \$10,000.

SUGGESTED MOTION:

I move to approve the settlement agreement in the matter of *Agnes J. Otjen v. City of Parkville, Missouri* in the amount of \$120,000.

ATTACHMENT:

1. Settlement Agreement
-

SETTLEMENT AGREEMENT

This Agreement is made and entered into as of the 12th day of March 2014 between Agnes J. Otjen, Trustee of the Revocable Trust created July 20, 1999 ("Otjen") and the City of Parkville, Missouri (the "City"). The parties enter into a settlement on the following terms:

1. The City and Otjen agree to the following with respect to the assessments against Otjen's real property by the Brush Creek Area Drainage Neighborhood Improvement District ("NID"):

- a. The City will make the NID annual assessment payments for Otjen's property until \$120,000.00 has been paid by the City as follows:

The City will annually pay NID assessments for Otjen. Each year Otjen will deliver her NID assessment tax bill(s), which the City shall pay within 10 days, until such funds are exhausted and/or depleted. In addition, if the subject property sells, this obligation of the City goes with the property. If for any reason the NID and its assessment is terminated or goes away leaving no assessment on the property, then this obligation of the City goes away.

The City will fund the \$120,000.00 within 20 days after the issuance of the general obligation bonds for the NID assessment. The funds will be placed into an escrow account with a bank normally used by the City. The account will draw interest at the rate normally received by the City at that bank, and the interest will accrue to the benefit of Otjen. The funds and interest may only be used to pay Otjen's assessments as they come due. Otjen understands that there is no option to prepay the assessments at any time in the future. City to provide Otjen the name of the bank and interest rate being earned. The City is responsible for any escrow fees or other costs charged by said bank, if any.

If Otjen sells or transfers the property, the escrow account will remain in place and this settlement and the funds and interest shall inure to the benefit of subsequent owners of the property.

2. Otjen and the City fully release each other and their employees, insurers, etc., with respect to any and all causes of action and damages pertaining to or arising out of all matters claimed or that could have been claimed in the lawsuit pending between the parties in the Circuit Court of Platte County, Missouri ("Lawsuit").
3. Counsel for Otjen and the City will sign an original of a Consent Judgment, the form of which is attached hereto as Exhibit A. The City will be responsible to file the Consent Judgment with the court in the Lawsuit. If the City fails to do that no later than 30 days after issuance of the bonds, Otjen may file her signed copy of the Consent Judgment.

4. Each party will bear her/its own costs and attorneys' fees in the Lawsuit.
5. The terms of this Agreement have been approved by the Board of Aldermen of the City.
6. The parties will endeavor to agree upon and sign a more formal settlement agreement. However, in the event that does not occur, the parties agree that this Agreement contains all material terms and is a binding and enforceable settlement agreement.
7. Ojfen and the City agree to each pay one-half of the fees of the mediator. Each side has already paid \$1,485.00.
8. The parties deny any and all liability to the other.
9. The parties will execute whatever additional documents are necessary to consummate this settlement.
10. Although the mediator contributed to the drafting of this Agreement, the parties accept full responsibility for its content.
11. This Agreement represents the entire agreement between the parties, and supersedes the February 20, 2014 document. There are no other agreements, promises or inducements to this settlement.
12. This Agreement may be executed in one or more counterparts and each executed counterpart shall constitute an original, all of which together shall constitute one instrument.
13. A facsimile or electronic (PDF) copy of a signature to this Agreement shall be deemed to have the same force and effect as an original signature.

IN WITNESS WHEREOF, the parties have signed below through their authorized representatives.

Agacs J. Ojfen, Trustee



The City of Parkville, Missouri

By: 
 Title: CITY ADMINISTRATOR

Exhibit A

IN THE CIRCUIT COURT OF PLATTE COUNTY, MISSOURI

AGNES J. OTJEN, Trustee of the Revocable)	
Trust created July 20, 1999,)	
)	
Plaintiff,)	
)	
v.)	Case No. 13AE-CV01915
)	Division II
CITY OF PARKVILLE, MISSOURI,)	
)	
Defendant.)	

CONSENT JUDGMENT

THIS COURT having reviewed the filings of the Parties hereby finds a follows:

Establishment and History of the NID

1. Plaintiff holds an ownership interest in certain property designated in Platte County parcel numbers 20-4.0-19-000-000-006-001 and 20-9.0-30-000-000-001-001 (“Property”).
2. This case arises from the creation of a Neighborhood Improvement District (“NID”) to fund the construction of sewer lines and related appurtenances.
3. More specifically, on July 26, 2006, a petition signed by two-thirds by area of the owners of the property within the proposed NID was filed with the City.
4. The City reviewed the petition and approved the NID with Ordinance No. 2275.
5. On this same day the City adopted Ordinance 2276, which found that the improvements identified in the NID were advisable. The same Ordinance established the NID, directed the preparation of appropriate plans, identified the nature of the proposed improvements, and determined and estimated the cost of the improvements, among other things.
6. The public hearing on the NID improvements took place on November 21, 2006, where citizens were permitted to voice their input to the City.

7. On January 2, 2007, not less than two-thirds by area of the property owners filed an amended petition requesting the NID be amended. On January 2, 2007 the City adopted Ordinance 2310 correcting the legal description of the NID property and amending Ordinance Nos. 2276, 2293, 2303, and 2305, and determining the Amended and Restated Petition was sufficient.

8. On May 28, 2009, the Second Amended and Restated NID Petition was filed, which expanded the NID boundaries, requested additional improvements within the NID, increased the cost of the NID improvements from \$3,595,000.00 to \$4,680,000.00, and requested the assessments be payable in equal annual installments for not to exceed thirty (30) years.

9. The City passed Ordinance No. 2488, which approved the Second Amended and Restated Petition, and also amended Ordinance Nos. 2276, 2293, 2303, and 2310.

10. The Third Amended and Restated NID Petition was filed April 19, 2011 and requested the assessments be made payable in equal annual installments for not to exceed twenty (20) years.

11. Ordinance No. 2581 amending Ordinance Nos. 2276 and 2488 and approving the Third Amended and Restated Petition was passed on May 3, 2011 and Ordinance No. 2592 authorizing the issuance of limited general obligation renewal temporary notes was passed on June 21, 2011.

12. On June 19, 2012 Ordinance No. 2642 authorizing the offering for sale of the Notes was passed.

13. On March 5, 2013, the City passed Ordinance 2675 assessing the final costs of the NID improvements and directing the City Clerk to compute and apportion the cost to the property benefited by the NID improvements.

14. Plaintiff's Property has been assessed \$342,507.92. The underlying amount of this assessment will not increase, but there will be interest and financing costs added to the amount of the assessment.

Plaintiff's Objections

15. Plaintiff was not a signatory on any of the NID Petitions. Plaintiff did not ask to be included in the NID and affirmatively sought to have her Property excluded from the NID.

16. Plaintiff believes her Property is not benefitted by the NID improvements and that the assessments on her Property create an undue burden on her Property.

17. Plaintiff also objects to the formation of the NID and has raised numerous procedural and technical arguments as to why the NID is void *ab initio*.

Stipulation of Parties

18. The Parties hereby agree and the Court finds that the NID was validly formed and is proper.

19. Recognizing that Plaintiff did not seek to be included in the NID and does not believe her Property has sustained an adequate benefit from the NID improvements in relation to the cost of the assessments, the Parties agree that Parkville shall deposit \$120,000.00 into an interest bearing account, which funds shall be used to make the annual NID assessment payments on Plaintiff's behalf. Once the funds in the account have been paid out, the obligation to make NID assessment payments shall revert to Plaintiff or the then-owner of Plaintiff's Property. In the event the NID assessments on Plaintiff's Property are removed or extinguished for any reason prior to exhaustion of the funds in the account, all remaining funds shall be returned to Parkville.

20. Accordingly, Parkville consents to judgment against it in the amount of \$120,000 pursuant to the negotiated settlement between the parties.

Date: _____

Circuit Court Judge

Agreed to by:

ROE & EPSTEIN, LLP

By: _____

John W. Roe
Mark H. Epstein
920 Main Street, Suite 270
Kansas City, Missouri 64105-2009
Attorneys for Plaintiff

and

ZERGER & MAUER LLP

By: _____

Steven E. Mauer MO Bar #37162
Heather S. Esau Zerger MO Bar #53357
1100 Main Street, Suite 2100
Kansas City, Missouri 64105
(816) 759-3300
(816) 759-3399 (fax)
semauer@zergermauer.com
hezgerger@zergermauer.com

ATTORNEYS FOR DEFENDANT

CITY OF PARKVILLE Policy Report

Date: Monday, March 24, 2014

Prepared By:
Lauren Palmer
City Administrator

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

ISSUE:

Approval of a resolution to authorize offering for sale limited general obligation bonds for the Brush Creek Drainage Area Neighborhood Improvement District (NID).

BACKGROUND:

In 2006, the Board of Aldermen created the Brush Creek NID and ordered assessments against the benefitting properties for the extension of sewer services to the area. Temporary notes (Series 2006A) were issued to finance the improvements. Due to various project changes and additional improvements, the notes were refinanced in 2009 (Series 2009A Notes), 2011 (Series 2011A Notes), 2012 (Series 2012A Notes), and 2013 (Series 2013B Notes). The 2013B notes are set to expire on August 1, 2014. All improvements are complete and an out-of-court settlement agreement has been negotiated in the matter of *Agnes J. Otjen v. City of Parkville, Missouri*. Pending final approval of the settlement on April 1, 2014, the City is prepared to convert the temporary notes to permanent financing. The bond sale and final acceptance by the Board of Alderman are scheduled for May 20, 2014. Final terms of the sale will be provided at that time, but staff anticipates giving an update on current market conditions at the Finance Committee meeting on May 12, 2014.

The principal amount of the limited general obligation bond issue is estimated at \$5,445,000. This is lower than the previously anticipated principal amount of \$5.57 million; therefore, annual assessments are estimated to be slightly lower than the noticed amounts. The annual assessment was previously estimated at an average of approximately \$1,200 per acre per year, and now it is estimated at \$1,150 per acre per year. The City's financial advisor has structured the debt service schedule such that the City will make interest only payments for the first two years (approximately \$150,500 in 2015 and \$203,000 in 2016). This will allow additional time for the NID properties to develop and reduce the impact to the City in the event of any default on assessments.

BUDGET IMPACT:

All costs will be assessed to the NID, so no budgetary impact is anticipated at this time. The financing includes reimbursement to the City of \$104,023 for its prior out-of-pocket costs related to the last issuance of temporary notes in July 2013. Staff recommends applying this amount to offset the settlement agreement for the *Otjen* lawsuit.

ALTERNATIVES:

1. Approve a resolution to authorize staff and the City's financial team to go to market with the Brush Creek NID bond sale.
 2. Do not approve the resolution and provide further direction to City Administration.
 3. Postpone the item.
-

STAFF RECOMMENDATION:

Staff recommends that the Board of Aldermen approve Resolution No. 04-01-14 authorizing the offering for sale of approximately \$5,445,000 of limited general obligation bonds for the Brush Creek Drainage Area Neighborhood Improvement District.

POLICY:

The Board of Aldermen must approve the issuance of all debt.

SUGGESTED MOTION:

I move to approve Resolution No. 04-01-14 authorizing the offering for sale of approximately \$5,445,000 of limited general obligation bonds for the Brush Creek Drainage Area Neighborhood Improvement District.

ATTACHMENTS:

1. Resolution No. 04-01-14
 2. Estimated Net Debt Service Schedule
-

RESOLUTION NO. 04-01-14

A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF APPROXIMATELY \$5,445,000 NEIGHBORHOOD IMPROVEMENT DISTRICT LIMITED GENERAL OBLIGATION BONDS (BRUSH CREEK DRAINAGE AREA NEIGHBORHOOD IMPROVEMENT PROJECT), OF THE OF THE CITY OF PARKVILLE, MISSOURI; AUTHORIZING USE OF A PRELIMINARY OFFICIAL STATEMENT; AND PROVIDING FOR CERTAIN RELATED MATTERS.

WHEREAS, the City of Parkville, Missouri (the "City"), desires to authorize the offering for sale of approximately \$5,445,000 Neighborhood Improvement District Limited General Obligation Bonds (Brush Creek Drainage Area Neighborhood Improvement Project), with appropriate series identifier (the "Bonds"); and

WHEREAS, in connection with the offering of the Bonds, the City desires to proceed with the preparation and distribution of a Preliminary Official Statement for the Bonds to be used to offer the Bonds; and

WHEREAS, the City desires to proceed with the offering for sale of the Bonds;

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

Section 1. Authorization of Preliminary Official Statement and Offering of Bonds. The Board of Aldermen hereby authorizes the preparation of a Preliminary Official Statement to be used in the offering of the Bonds. The underwriters of the Bonds are authorized to proceed with the offering for sale of the Bonds using the Preliminary Official Statement.

Section 2. Further Authority. The Mayor, City Administrator, City Clerk and other officers and representatives of the City are hereby authorized and directed to take such other action as may be necessary to carry out the offering for sale of the Bonds.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Board of Aldermen.

[remainder of page intentionally left blank]

PASSED by the Board of Aldermen of the City of Parkville, Missouri, this 1st day of April, 2014.

[SEAL]

ATTEST:



A handwritten signature in black ink, appearing to read "James C. Brooks".

James C. Brooks, Mayor

A handwritten signature in black ink, appearing to read "Melissa McChesney".
Melissa McChesney, City Clerk

\$5,445,000

City of Parkville, Missouri

**NID Limited General Obligation Refunding Bonds, Series 2014B
(Brush Creek Drainage Area Neighborhood Improvement District)**

NET DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	DSR	Net New D/S
03/01/2015	-	-	150,502.71	150,502.71	-	150,502.71
03/01/2016	-	-	202,925.00	202,925.00	-	202,925.00
03/01/2017	205,000.00	3.000%	202,925.00	407,925.00	-	407,925.00
03/01/2018	215,000.00	3.000%	196,775.00	411,775.00	-	411,775.00
03/01/2019	220,000.00	3.000%	190,325.00	410,325.00	-	410,325.00
03/01/2020	225,000.00	3.000%	183,725.00	408,725.00	-	408,725.00
03/01/2021	230,000.00	3.500%	176,975.00	406,975.00	-	406,975.00
03/01/2022	240,000.00	3.500%	168,925.00	408,925.00	-	408,925.00
03/01/2023	250,000.00	3.500%	160,525.00	410,525.00	-	410,525.00
03/01/2024	260,000.00	3.500%	151,775.00	411,775.00	-	411,775.00
03/01/2025	265,000.00	3.500%	142,675.00	407,675.00	-	407,675.00
03/01/2026	275,000.00	4.000%	133,400.00	408,400.00	-	408,400.00
03/01/2027	285,000.00	4.000%	122,400.00	407,400.00	-	407,400.00
03/01/2028	300,000.00	4.000%	111,000.00	411,000.00	-	411,000.00
03/01/2029	310,000.00	4.000%	99,000.00	409,000.00	-	409,000.00
03/01/2030	325,000.00	4.000%	86,600.00	411,600.00	-	411,600.00
03/01/2031	335,000.00	4.000%	73,600.00	408,600.00	-	408,600.00
03/01/2032	350,000.00	4.000%	60,200.00	410,200.00	-	410,200.00
03/01/2033	365,000.00	4.000%	46,200.00	411,200.00	-	411,200.00
03/01/2034	790,000.00	4.000%	31,600.00	821,600.00	(411,775.00)	409,825.00
Total	\$5,445,000.00	-	\$2,692,052.71	\$8,137,052.71	(411,775.00)	\$7,725,277.71

SIGNIFICANT DATES

Dated Date.....	6/04/2014
Delivery Date.....	6/04/2014
First Coupon Date.....	3/01/2015

Yield Statistics

Bond Year Dollars.....	\$69,598.38
Average Life.....	12.782 Years
Average Coupon.....	3.8679821%
Net Interest Cost (NIC).....	3.6809591%
True Interest Cost (TIC).....	3.6059706%
Bond Yield for Arbitrage Purposes.....	3.4917740%
All Inclusive Cost (AIC).....	3.7061997%

IRS Form 8038

Net Interest Cost.....	3.5262001%
Weighted Average Maturity.....	12.671 Years

CITY OF PARKVILLE
Policy Report

Date: Tuesday, March 25, 2014

Prepared By:
Lauren Palmer
City Administrator

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

ISSUE:

Approval of an ordinance to assess the final costs of the improvements for the Brink Meyer Road Neighborhood Improvement District (NID).

BACKGROUND:

In February 2007, the Board of Aldermen created the Brink Meyer Road NID and ordered assessments against the benefitting properties for improvements including construction of Brink Meyer Road, a retaining wall, and storm sewer improvements. Temporary notes (Series 2007) were issued at that time to finance the improvements. Due to various project delays, including the failure of the Brink Meyer retaining wall and the related lawsuit, the notes were refinanced in 2009 (Series 2009), 2011 (Series 2011B), and 2013 (Series 2013A). The 2013A notes are set to expire on August 1, 2014. Construction of the improvements is now complete, and the City may proceed with assessing the final costs of the improvement to the property owner.

The proposed ordinance authorizes the City to give notice of the assessments to 45 Park Place, LLC, the sole property owner in the Brink Meyer NID. The notice includes information regarding the cost of assessments, an option for payment up front (versus financing over 20 years), and notice that the City will assess an improvement maintenance fee. The notice will be mailed immediately in accordance with a schedule for permanent financing before the expiration of the temporary notes in August. The first assessments will be due in December 2014 if the property owner does not opt to pay for the improvements in full by deadline specified in the notice of assessment.

BUDGET IMPACT:

All costs will be assessed to the NID, so no budgetary impact is anticipated at this time.

ALTERNATIVES:

1. Approve an ordinance to levy the final assessments for the Brink Meyer Road NID.
2. Do not approve the ordinance and provide further direction to City Administration.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends that the Board approve an ordinance to set the final assessments for the Brink Meyer NID.

POLICY:

The Board must find the project complete and assess the final project costs in accordance with the Neighborhood Improvement District Act, Sections 67.453 to 67.475, inclusive, RSMo.

SUGGESTED MOTION:

ITEM 6C
For 04-01-14
Board of Aldermen Meeting

I move that Bill No. 2765, an ordinance finding the amended Brink Meyer Road Neighborhood Improvement District project to be completed and assessing the costs of the project against the property owner, be approved for first reading.

I move that Bill No. 2765 be approved on first reading and passed to second reading by title only.

I move that Bill No. 2765 be approved on second reading to become Ordinance No. _____.

ATTACHMENT:

1. Ordinance
-

AN ORDINANCE FINDING THE AMENDED BRINK MEYER ROAD NEIGHBORHOOD IMPROVEMENT DISTRICT PROJECT TO BE COMPLETED, ASSESSING THE COSTS OF SUCH PROJECT AGAINST THE PROPERTIES LIABLE THEREFOR, AND PROVIDING FOR THE COLLECTION OF SUCH SPECIAL ASSESSMENTS.

WHEREAS, pursuant to proceedings duly had pursuant to Sections 67.453 to 67.475, inclusive, RSMo, named the Neighborhood Improvement District Act (the "Act"), the Board of Aldermen of the City of Parkville, Missouri has heretofore duly authorized and undertaken the acquisition and construction of an improvement known as the Amended Brink Meyer Road Neighborhood Improvement District project (the "Project"); and

WHEREAS, all work in connection with the Project has now been completed and final costs may now be determined and assessed against the property liable therefor:

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

Section 1. It is hereby found and determined that the Project has been completed in accordance with the plans and specifications therefor; that the final cost of the portion of the Project to be paid by special assessments, including all costs authorized by the Act, is set forth in **Exhibit A** attached hereto; and that such portion of the final cost to be paid by special assessments does not exceed the estimated cost of the Project, as previously approved by the Board of Aldermen in the Ordinance determining the advisability of the Project, as amended, by more than 25%.

Section 2. For the purpose of paying the portion of the final cost of the Project to be paid by special assessments, and for paying certain costs of maintenance of the Project, there are hereby levied and assessed against the properties liable therefor the several amounts set forth on **Exhibit B** attached hereto following the description of each lot, parcel or piece of land set forth therein. This Resolution and the Assessment Roll attached hereto as **Exhibit B** are ordered and directed to be filed in the real estate records of the Recorder of Deeds of Platte County, Missouri.

Section 3. The assessments set forth in the final assessment roll attached as **Exhibit B** to this Ordinance shall be due and payable, and shall bear interest, from and after the date of this Ordinance, except that assessments paid within 30 days after notice is given as herein provided shall be payable without interest. The City Clerk shall give written notice by first class mail to each owner of record of property within the neighborhood improvement district established for the Project (a) of the amount of the assessments against such property for the Project, and (b) that said assessment may be paid in full without interest within 30 days. Said written notice shall be in substantially the form attached hereto as **Exhibit C**. The City Clerk may add such other material to such written notice as may be helpful to the property owners.

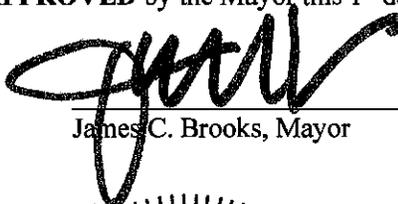
Section 4. After the deadline for payment of assessments in full has passed, the Board of Aldermen and officers of the City are authorized to proceed with the sale and issuance of general obligation bonds of the City in the amount of the unpaid assessments, including the amount required to establish a reasonably required reserve.

Section 5. The City Clerk shall certify, in the same manner and at the same time as other ad valorem taxes are certified, for a period of 20 years, all of the assessments that have not been paid in full within 30 days, together with interest thereon at a rate not exceeding the rate permitted by law and collection fees, if any; and such amounts so certified shall be placed on the tax rolls and levied and collected in the same manner as property taxes are levied and collected, the assessment and levy for each year being a portion of the principal amount of the assessments plus one year's interest on the unpaid assessments.

Section 6. The special assessments made for the Project pursuant to the actions duly taken by the City, including this Ordinance, shall be a lien upon each of the properties assessed on behalf of the City to the same extent as a tax upon real property.

Section 7. This Ordinance shall be in full force and effect from and after its passage.

PASSED by the Board of Aldermen and **APPROVED** by the Mayor this 1st day of April, 2014.



James C. Brooks, Mayor

ATTEST:


Melissa McChesney, City Clerk



EXHIBIT A

**CITY OF PARKVILLE, MISSOURI
Amended Brink Meyer Road Neighborhood Improvement District Project**

STATEMENT OF FINAL COSTS

Design, acquisition and construction	\$3,861,652
Less grants, City contribution and other funds	(\$962,728)
NET COSTS OF CONSTRUCTION	\$2,898,924
Costs of Issuance of Notes and Bonds	\$359,939
Interest on Notes During Construction (assuming April 1, 2014 completion).....	\$569,276
Debt Service Reserve	\$290,876
GROSS PROJECT COST	\$4,119,015
Less:	
Bond Premium	(\$37,175)
Interest Earned During Construction (assuming April 1, 2014 completion).....	(\$121,840)
TOTAL.....	<u>\$3,960,000</u>

Note: The portion of the final cost to be paid by the special assessments may not exceed the estimated cost of the Project, as previously approved by the Board of Aldermen in Ordinance No. 2344 determining the advisability of the Project, as amended, by more than 25%, or \$4,013,778.75.

EXHIBIT B

City of Parkville, Missouri									
Amended Brink Meyer Road Neighborhood Improvement District Project									
FINAL ASSESSMENT ROLL									
Parcel #	Owner	Size(acres)	Subject to Assessment	Size (SF)	Owners Address	City, ST, ZIP	Projected Assessment	Projected Assessment (w/o financing costs)	Projected Maintenance
20-4.0-19-000-000-006-003	45 Park Place, LLC	1.64	1.64	71,438	c/o: Peoples Bank, Attn: Mike Bates, 13180 S. Metcalf	Overland Park, KS 66213	\$ 89,912.78	\$ 81,284.78	\$ 3,405.79
20-4.0-19-000-000-029-000	45 Park Place, LLC	46.54	46.54	2,027,282	c/o: Peoples Bank, Attn: Mike Bates, 13180 S. Metcalf	Overland Park, KS 66213	\$ 2,551,549.22	\$ 2,306,703.59	\$ 96,649.59
20-4.0-19-000-000-030-000	45 Park Place, LLC	1.15	1.15	50,094	c/o: Peoples Bank, Attn: Mike Bates, 13180 S. Metcalf	Overland Park, KS 66213	\$ 63,048.59	\$ 56,998.48	\$ 2,388.20
20-4.0-19-000-000-031-000	45 Park Place, LLC	6.83	6.83	297,515	c/o: Peoples Bank, Attn: Mike Bates, 13180 S. Metcalf	Overland Park, KS 66213	\$ 374,453.83	\$ 338,521.39	\$ 14,183.86
20-4.0-19-000-000-032-000	45 Park Place, LLC	0.87	0.87	37,897	c/o: Peoples Bank, Attn: Mike Bates, 13180 S. Metcalf	Overland Park, KS 66213	\$ 47,697.63	\$ 43,120.59	\$ 1,806.73
20-4.0-19-000-000-033-000	45 Park Place, LLC	9.71	9.71	422,968	c/o: Peoples Bank, Attn: Mike Bates, 13180 S. Metcalf	Overland Park, KS 66213	\$ 532,349.44	\$ 481,265.40	\$ 20,164.75
20-4.0-19-000-000-034-000	45 Park Place, LLC	0.47	0.47	20,473	c/o: Peoples Bank, Attn: Mike Bates, 13180 S. Metcalf	Overland Park, KS 66213	\$ 25,767.69	\$ 23,295.03	\$ 976.05
20-4.0-19-000-000-035-000	45 Park Place, LLC	5.02	5.02	218,671	c/o: Peoples Bank, Attn: Mike Bates, 13180 S. Metcalf	Overland Park, KS 66213	\$ 275,220.82	\$ 248,810.74	\$ 10,425.03
	Totals:	72.23	72.23	3,146,338.80			\$ 3,960,000.00	\$ 3,580,000.00	\$ 150,000.00

EXHIBIT C

(For Mailing to the Property Owner)

NOTICE OF ASSESSMENT

**April 2, 2014
City of Parkville, Missouri
Neighborhood Improvement District
Amended Brink Meyer Road Project**

As owner of record of the properties described on **Exhibit #1** attached hereto in the neighborhood improvement district established in the City of Parkville, Missouri, for the above-named Project, you are hereby notified that the portion of the final cost of the Project set forth on **Exhibit #1** attached hereto has been assessed against your property.

You may pay this assessment, without interest, to the City of Parkville, Missouri on or before May 3, 2014. If not paid within that period of time, the amount of the assessment will be included in a bond issue of the City and will be collected in 20 substantially equal annual installments together with interest and other costs of the bond issue as provided by law in the same manner as property taxes are levied and collected.

Make checks payable to: City of Parkville, Missouri and send to City Clerk, 8880 Clark Avenue, Parkville, MO 64152.

In addition to the assessment described above, the cost of maintenance of the improvements during the term of the bonds issued to pay the costs of such improvements will be assessed against the owners of property within the district. The estimated annual cost of maintenance of the improvements is Seven Thousand Five Hundred Dollars (\$7,500), and the annual cost of maintenance assessed against the owners of property within the proposed district shall not exceed such estimated annual cost by more than 25%.

If you have questions, please call Lauren Palmer, City Administrator at (816) 741-7676.

(SEAL)

Melissa McChesney, City Clerk
City of Parkville, Missouri

EXHIBIT #1

Name and Address of Property Owner

45 Park Place LLC
c/o Peoples Bank
Attn: Mike Bates
13118 South Metcalf
Overland Park, KS 66213

and

45 Park Place, LLC
500 Rockledge Rd., Ste. A
Lawrence, KS 66049

Description of Properties	Amount of Assessment	Amount of Assessment without Financing Costs (if paid in full on or before May 3, 2014)	Maintenance Costs
Parcel #20-4.0-19-000-000-006-003	\$ 89,912.78	\$ 81,284.78	\$ 3,405.79
Parcel #20-4.0-19-000-000-029-000	\$ 2,551,549.22	\$ 2,306,703.59	\$ 96,649.59
Parcel #20-4.0-19-000-000-030-000	\$ 63,048.59	\$ 56,998.48	\$ 2,388.20
Parcel #20-4.0-19-000-000-031-000	\$ 374,453.83	\$ 338,521.39	\$ 14,183.86
Parcel #20-4.0-19-000-000-032-000	\$ 47,697.63	\$ 43,120.59	\$ 1,806.73
Parcel #20-4.0-19-000-000-033-000	\$ 532,349.44	\$ 481,265.40	\$ 20,164.75
Parcel #20-4.0-19-000-000-034-000	\$ 25,767.69	\$ 23,295.03	\$ 976.05
Parcel #20-4.0-19-000-000-035-000	\$ 275,220.82	\$ 248,810.74	\$ 10,425.03
TOTAL	\$ 3,960,000.00	\$ 3,580,000.00	\$ 150,000.00

ACKNOWLEDGEMENT AND WAIVER

I, the undersigned, being a duly authorized officer of 45 Park Place, L.L.C., a Kansas limited liability company (the "District Property Owner") and an authorized representative of Peoples Bank, the sole member of the District Property Owner, hereby certify as follows:

1. The District Property Owner is the sole owner of property located within the boundaries of the Amended Brink Meyer Road Neighborhood Improvement District (the "District"), created by the City of Parkville, Missouri (the "City"), pursuant to an amended petition (the "Petition") presented by the District Property Owner in accordance with Article III, Section 38(c) of the Constitution of Missouri, and Sections 67.453 to 67.475, RSMo (collectively, the "Act").

2. The District Property Owner acknowledges receipt from the City of the final Notice of Assessment, which is attached as **Exhibit A** hereto. The property described in **Exhibit A** accurately describes the property which it owns in the District (the "Property") and is entirely within the District.

3. In consideration of the City completing certain improvements in the District described in the Petition (the "Improvements") and authorizing the issuance of its neighborhood improvement district limited general obligation temporary notes and neighborhood improvement district limited general obligation bonds to finance and refinance the completion of the Improvements, the District Property Owner hereby waives its right to bring suit to set aside the special assessments made against the Property within the boundaries of the District, or to otherwise question the validity of the proceedings relating thereto. The undersigned agrees that this waiver is freely given and with full knowledge of the extent of all statutory, constitutional or other legal rights being waived hereby.

4. This certificate may be relied upon by the City in authorizing the issuance, sale and delivery of its neighborhood improvement district limited general obligation bonds in connection with refinancing the completion of the Improvements, prior to the expiration of the 90-day limitations period for lawsuits, as provided in the Act.

Dated as of the 11th day of April, 2014.

45 PARK PLACE, L.L.C.
a Kansas limited liability company


Name: Michael S. Bates
Title: Vice President

EXHIBIT A

NOTICE OF ASSESSMENT

April 2, 2014
City of Parkville, Missouri
Neighborhood Improvement District
Amended Brink Meyer Road Project

As owner of record of the properties described on **Exhibit #1** attached hereto in the neighborhood improvement district established in the City of Parkville, Missouri, for the above-named Project, you are hereby notified that the portion of the final cost of the Project set forth on **Exhibit #1** attached hereto has been assessed against your property.

You may pay this assessment, without interest, to the City of Parkville, Missouri on or before May 5, 2014. If not paid within that period of time, the amount of the assessment will be included in a bond issue of the City and will be collected in 20 substantially equal annual installments together with interest and other costs of the bond issue as provided by law in the same manner as property taxes are levied and collected.

Make checks payable to: City of Parkville, Missouri and send to City Clerk, 8880 Clark Avenue, Parkville, MO 64152.

In addition to the assessment described above, the cost of maintenance of the improvements during the term of the bonds issued to pay the costs of such improvements will be assessed against the owners of property within the district. The estimated annual cost of maintenance of the improvements is Seven Thousand Five Hundred Dollars (\$7,500), and the annual cost of maintenance assessed against the owners of property within the proposed district shall not exceed such estimated annual cost by more than 25%.

If you have questions, please call Lauren Palmer, City Administrator at (816) 741-7676.



Melissa McChesney

Melissa McChesney, City Clerk
City of Parkville, Missouri

RESOLUTION NO. 04-02-14

A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF APPROXIMATELY \$3,960,000 NEIGHBORHOOD IMPROVEMENT DISTRICT LIMITED GENERAL OBLIGATION BONDS (BRINK MEYER ROAD NEIGHBORHOOD IMPROVEMENT PROJECT), OF THE OF THE CITY OF PARKVILLE, MISSOURI; AUTHORIZING USE OF A PRELIMINARY OFFICIAL STATEMENT; AND PROVIDING FOR CERTAIN RELATED MATTERS.

WHEREAS, the City of Parkville, Missouri (the "City"), desires to authorize the offering for sale of approximately \$3,960,000 Neighborhood Improvement District Limited General Obligation Bonds (Brink Meyer Road Neighborhood Improvement Project), with appropriate series identifier (the "Bonds"); and

WHEREAS, in connection with the offering of the Bonds, the City desires to proceed with the preparation and distribution of a Preliminary Official Statement for the Bonds to be used to offer the Bonds; and

WHEREAS, the City desires to proceed with the offering for sale of the Bonds;

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

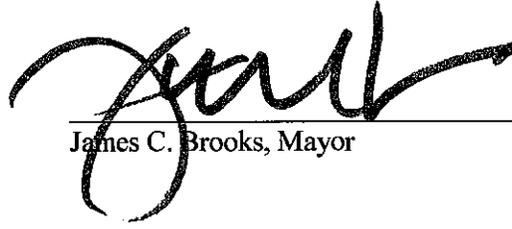
Section 1. Authorization of Preliminary Official Statement and Offering of Bonds. The Board of Aldermen hereby authorizes the preparation of a Preliminary Official Statement to be used in the offering of the Bonds. The underwriter of the Bonds is authorized to proceed with the offering for sale of the Bonds using the Preliminary Official Statement.

Section 2. Further Authority. The Mayor, City Administrator, City Clerk and other officers and representatives of the City are hereby authorized and directed to take such other action as may be necessary to carry out the offering for sale of the Bonds.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Board of Aldermen.

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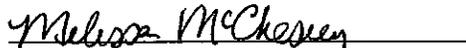
PASSED by the Board of Aldermen of the City of Parkville, Missouri, this 1st day of April, 2014.



James C. Brooks, Mayor

[SEAL]

ATTEST:



Melissa McChesney, City Clerk

\$3,960,000

City of Parkville, Missouri
NID Limited General Obligation Refunding Bonds, Series 2014A
(Brink Meyer Road Neighborhood Improvement Project)

NET DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	DSR	Net New D/S
03/01/2015	-	-	92,464.51	92,464.51	-	92,464.51
03/01/2016	-	-	124,671.26	124,671.26	-	124,671.26
03/01/2017	165,000.00	1.000%	124,671.26	289,671.26	-	289,671.26
03/01/2018	165,000.00	1.300%	123,021.26	288,021.26	-	288,021.26
03/01/2019	170,000.00	1.625%	120,876.26	290,876.26	-	290,876.26
03/01/2020	170,000.00	2.000%	118,113.76	288,113.76	-	288,113.76
03/01/2021	175,000.00	2.350%	114,713.76	289,713.76	-	289,713.76
03/01/2022	180,000.00	2.650%	110,601.26	290,601.26	-	290,601.26
03/01/2023	185,000.00	2.875%	105,831.26	290,831.26	-	290,831.26
03/01/2024	190,000.00	3.000%	100,512.50	290,512.50	-	290,512.50
03/01/2025	195,000.00	3.150%	94,812.50	289,812.50	-	289,812.50
03/01/2026	200,000.00	3.250%	88,670.00	288,670.00	-	288,670.00
03/01/2027	205,000.00	3.400%	82,170.00	287,170.00	-	287,170.00
03/01/2028	215,000.00	3.500%	75,200.00	290,200.00	-	290,200.00
03/01/2029	220,000.00	3.625%	67,675.00	287,675.00	-	287,675.00
03/01/2030	230,000.00	3.750%	59,700.00	289,700.00	-	289,700.00
03/01/2031	235,000.00	3.850%	51,075.00	286,075.00	-	286,075.00
03/01/2032	245,000.00	3.900%	42,027.50	287,027.50	-	287,027.50
03/01/2033	255,000.00	3.950%	32,472.50	287,472.50	-	287,472.50
03/01/2034	560,000.00	4.000%	22,400.00	582,400.00	(290,876.26)	291,523.74
Total	\$3,960,000.00	-	\$1,751,679.59	\$5,711,679.59	(290,876.26)	\$5,420,803.33

SIGNIFICANT DATES

Dated Date.....	6/04/2014
Delivery Date.....	6/04/2014
First Coupon Date.....	3/01/2015

Yield Statistics

Bond Year Dollars.....	\$49,882.00
Average Life.....	12.596 Years
Average Coupon.....	3.5116467%
Net Interest Cost (NIC).....	3.5950034%
True Interest Cost (TIC).....	3.5715261%
Bond Yield for Arbitrage Purposes.....	3.4650867%
All Inclusive Cost (AIC).....	3.6963328%

IRS Form 8038

Net Interest Cost.....	3.5116467%
Weighted Average Maturity.....	12.596 Years



CITY OF PARKVILLE

Policy Report

Date: March 27, 2014

Prepared By:

Melissa McChesney
City Clerk

Reviewed By:

Sean Ackerson
Assistant City Administrator /
Community Development Director

ISSUE:

An ordinance employing Mary Ann Hauth as a part-time City Hall receptionist.

BACKGROUND:

The City Hall reception desk is operated by two part-time receptionists who work alternating days. In February, part-time receptionist Kelly Yulich was hired as the part-time Community Development Department Assistant leaving one position vacant. Earlier this month part-time receptionist Dorrit Bender announced she would be retiring, leaving the second position open. After evaluating the front desk operation and the availability and interest of other qualified staff, we determined the current part-time arrangement continues to be our best option.

The City advertised the position in early March, and received eight applications. This field was narrowed to three qualified candidates. Following interviews, staff recommends hiring Mary Ann Hauth to fill one of the two vacant positions. Ms. Hauth was interviewed and determined to be qualified, knowledgeable and capable of fulfilling the roles and responsibilities of City Hall receptionist.

BUDGET IMPACT:

This is a budgeted position and the proposed hours and hourly rate are within the budgeted amount, approximately \$28,000 for both receptionist positions in 2014.

ALTERNATIVES:

1. Approve the hiring ordinance as proposed.
2. Approve the hiring ordinance subject to stated changes.
3. Postpone this item for future consideration.

STAFF RECOMMENDATION:

Approve the attached ordinance and hire Mary Ann Hauth as a part-time City Hall receptionist.

POLICY:

The Board of Aldermen must approve all hiring by ordinance.

SUGGESTED MOTION:

I move that Bill No. 2766, an ordinance hiring Mary Ann Hauth as a City Hall receptionist be approved for first reading.

I move that Bill No. 2766 be approved on first reading and passed to second reading by title only.

I move that Bill No. 2766 be approved on second reading to become Ordinance No. _____.

ATTACHMENTS:

1. Hiring Ordinance
2. Receptionist - Job Description

AN ORDINANCE EMPLOYING MARY ANN HAUTH AS A PART-TIME RECEPTIONIST.

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

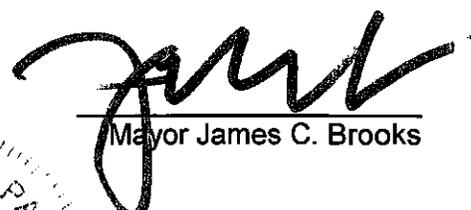
SECTION 1. That Mary Ann Hauth is hereby employed as a City Hall receptionist, a part-time position, for the City of Parkville at an hourly rate of \$10.00, with performance and compensation to be reviewed annually thereafter in accordance with the City's adopted personnel policy, as may be amended by the Board.

SECTION 2. That Mary Ann Hauth shall be subject to and shall receive other benefits in accordance with the City's adopted personnel policy, as may be amended by the Board from time to time.

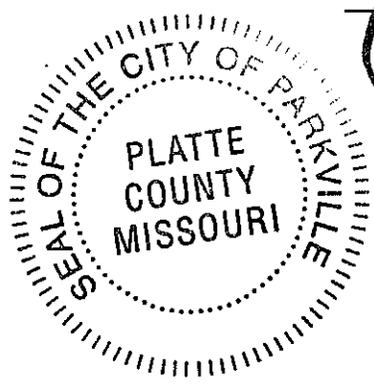
SECTION 3. That Mary Ann Hauth shall serve at the will of the Board and her employment may be terminated at any time with or without cause.

SECTION 4. This ordinance shall be effective April 2, 2014, pending successful completion of all applicable employment criteria.

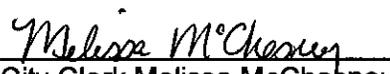
PASSED and APPROVED this 1st day of April 2014.



Mayor James C. Brooks



ATTESTED:


City Clerk Melissa McChesney

CITY OF PARKVILLE JOB DESCRIPTION

Part –Time Receptionist

Title: Receptionist

Department: Administration (80%)
City Clerk Department (20%)

Supervisor: City Clerk

FLSA Status: Part-time, Non-Exempt

Salary Range: \$10/hour

Schedule: Varies: up to 40 hours every two weeks.
8:00 am – 5:00 pm, Monday – Friday and other hours
as needed.

This description represents a body of work typically performed in this position, but does not necessarily represent all of the duties which may be assigned to the incumbent in the position. The incumbent is responsible for performing miscellaneous duties as needed or assigned.

General statement of main duties: The receptionist serves as the primary customer service contact at City Hall and provides primary clerical and administrative assistance to the City Clerk. Answers phones; distributes mail; files and processes various licenses, permits, and payments; and performs a variety of office management functions. Assists the City Clerk with processing business licenses and is in charge of dog license and golf cart/low speed vehicle permits. The receptionist works closely with all employees in City Hall with primary direction provided by the City Clerk.

Minimum Qualifications: The receptionist shall have a high school diploma, or equivalent, with experience in Microsoft Word, Excel, Access and Outlook and ability to type at least 40 words per minute. The Receptionist must be self-motivated; highly organized; have an ability to learn quickly; have excellent clerical, written and verbal communication and customer service skills; be capable of managing multiple responsibilities; and have excellent initiative and follow-through.

Essential Job Functions:

1. Answer phone calls and basic questions or direct the call to the appropriate staff (daily)
2. Sort and distribute department mail (daily)
3. Provide general clerical assistance, including typing, proof-reading, copying, scanning, corresponding and similar to the department directors (daily)
4. Manage front desk, order supplies and maintain general office equipment such as the postage machine and network copier (daily)
5. Compile information, answer questions and process business licenses prior to final approval (daily)
6. Process and maintain dog licenses and golf cart/low speed vehicle registrations(as needed)
7. Process customer payments, answer general billing questions and reconcile cash drawer (daily)
8. General administrative support and other related duties as assigned (as needed)

Primary Responsibilities:

- Greet, assist and direct citizens and the general public
- Use a multiline telephone, answer and route all incoming calls on the City's main line
- Assist with general office and clerical duties
- Maintain adequate inventory of supplies and order when needed
- Process water and sewer payments and maintain petty cash

- Process requests for park shelter reservations
- Assist City Clerk with packet preparation and projects as needed
- Assist departments with special projects as needed

Required Knowledge, Skills and Abilities:

- Knowledge of municipal record keeping best practices.
- Knowledge of modern office procedures, including skill in use of office equipment and technology.
- Strong customer service orientation and ability to resolve/diffuse customer issues and complaints.
- Strong writing skills and ability to produce grammatically correct and factual reports, records and correspondence.
- Skill in researching, analyzing and interpreting written material.
- Must be comfortable using a personal computer and printer, programs including Microsoft Word and Excel and Access, be able to navigate the web, program the telephone system, postage machine and other office equipment.
- Ability to establish and maintain effective working relationships and use good judgment, initiative and resourcefulness with the public, department employees and other City officials.
- Ability to multi-task and perform with evolving priorities.

Work Environment and Equipment Utilized: Standard office equipment is utilized routinely in the job and the work is performed in a typical office environment with adequate lighting, ventilation and temperature controls.

Employee Signature/Date

Supervisor Signature/Date

City Administrator Signature/Date

CITY OF PARKVILLE

Policy Report

Date: March 27, 2014

Prepared By:

Melissa McChesney
City Clerk

Reviewed By:

Sean Ackerson
Assistant City Administrator /
Community Development Director

ISSUE:

An ordinance employing Shannon DiMaggio as a part-time City Hall receptionist.

BACKGROUND:

The City Hall reception desk is operated by two part-time receptionists who work alternating days. In February, part-time receptionist Kelly Yulich was hired as the part-time Community Development Department Assistant leaving one position vacant. Earlier this month, part-time receptionist Dorrit Bender announced she would be retiring leaving the second position open. After evaluating the front desk operation and the availability and interest of other qualified staff, we determined the current part-time arrangement continues to be our best option.

The City advertised the position in early March, and received eight applications. This field was narrowed to three qualified candidates. Following interviews, staff recommends hiring Shannon DiMaggio to fill one of the two vacant positions. Ms. DiMaggio was interviewed and determined to be qualified, knowledgeable and capable of fulfilling the roles and responsibilities of City Hall receptionist.

BUDGET IMPACT:

This is a budgeted position and the proposed hours and hourly rate are within the budgeted amount, approximately \$28,000 for both receptionist positions in 2014.

ALTERNATIVES:

1. Approve the hiring ordinance as proposed.
2. Approve the hiring ordinance subject to stated changes.
3. Postpone this item for future consideration.

STAFF RECOMMENDATION:

Approve the attached ordinance and hire Shannon DiMaggio as a part-time City Hall receptionist.

POLICY:

The Board of Aldermen must approve all hiring by ordinance.

SUGGESTED MOTION:

I move that Bill No. 2767, an ordinance hiring Shannon DiMaggio as a City Hall receptionist be approved for first reading.

I move that Bill No. 2767 be approved on first reading and passed to second reading by title only.

I move that Bill No. 2767 be approved on second reading to become Ordinance No. _____.

ATTACHMENTS:

1. Hiring Ordinance
2. Receptionist - Job Description

AN ORDINANCE EMPLOYING SHANNON DIMAGGIO AS A PART-TIME RECEPTIONIST.

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

SECTION 1. That Shannon DiMaggio is hereby employed as a City Hall receptionist, a part-time position, for the City of Parkville at an hourly rate of \$10.00, with performance and compensation to be reviewed annually thereafter in accordance with the City's adopted personnel policy, as may be amended by the Board.

SECTION 2. That Shannon DiMaggio shall be subject to and shall receive other benefits in accordance with the City's adopted personnel policy, as may be amended by the Board from time to time.

SECTION 3. That Shannon DiMaggio shall serve at the will of the Board and her employment may be terminated at any time with or without cause.

SECTION 4. This ordinance shall be effective April 2, 2014, pending successful completion of all applicable employment criteria.

PASSED and APPROVED this 1st day of April 2014.



Mayor James C. Brooks



ATTESTED:



City Clerk Melissa McChesney