



*Notes: At 6:15 p.m. a work session will be held regarding Board of Aldermen Rules of Order.*

*During the regular meeting, a closed executive session will be held to discuss attorney-client matters pursuant to RSMo 610.021(1).*

**BOARD OF ALDERMEN**  
Regular Meeting Agenda  
CITY OF PARKVILLE, MISSOURI  
Tuesday, June 2, 2015 7:00 pm  
City Hall Boardroom

**Next numbers: Bill No. 2842 / Ord. No. 2812**

**1. CALL TO ORDER**

- A. Roll Call
- B. Pledge of Allegiance

**2. CITIZEN INPUT**

- A. Recognition of Paul Giarratana by the Mid-America Regional Council for outstanding service

**3. MAYOR'S REPORT**

**4. CONSENT AGENDA**

- A. Approve the minutes for the May 19, 2015 regular meeting
- B. Receive and file the April sewer report
- C. Receive and file the Annual Snow Report 2014-2015
- D. Approve a resort liquor license with Sunday sales for Rancho Grande Cantina, 11015 NW Highway 45
- E. Approve Resolution No. 06-01-15 employing Aaron J. Spring as a police officer
- F. Approve Resolution No. 06-02-15 employing Zachary Tusinger as a part-time planning intern in the Community Development Department
- G. Approve accounts payable from May 13 to May 28, 2015

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

**5. ACTION AGENDA**

- A. Approve a professional services agreement with Witt, Hicklin & Snider, P.C. (Andrew Coulson) to provide city prosecutor services (Administration)
- B. Approve the purchase of hydrogen sulfide/odor control chemicals from Brenntag for the sanitary sewer lines in the Riss Lake subdivision (Public Works)
- C. Approve a contract for professional services with Gould Evans of Kansas City to update the zoning code and subdivision regulations in an amount not to exceed \$74,800 (Community Development)

**6. STAFF UPDATES ON ACTIVITIES**

- A. Administration
  - 1. Route 9 Downtown Entryway Project
- B. Community Development
  - 1. Bella Vista at the National
  - 2. Thousand Oaks West
- C. Public Works
  - 1. Highway 45 Widening, Phase C

**7. COMMITTEE REPORTS & MISCELLANEOUS ITEMS FROM THE BOARD**

**8. EXECUTIVE SESSION**

- A. Attorney-client matters pursuant to RSMo 610.021(1)

**9. ADJOURN**

General Agenda Notes:

This agenda closed at noon on Thursday, May 28, 2015. With the exception of emergencies or other urgent matters, any item requested after the agenda was closed will be placed on the next board meeting agenda. Emergencies and urgent matters may be placed on an amended agenda only upon the vote of the Board of Aldermen.

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

DATE: Friday, May 29, 2015

PREPARED BY:  
Sean Ackerson  
Assistant City Administrator /  
Community Development Director

REVIEWED BY:  
Lauren Palmer  
City Administrator

ISSUE:  
Recognition of Paul Giarratana by the Mid-America Regional Council for outstanding service

BACKGROUND:  
Mid-America Regional Council (MARC) would like to present a special acknowledgement to Building Official Paul Giarratana, Jr. for his assistance in updating the Master Street Addressing Guide and supporting map data.

MARC serves as the coordinating agency for the Kansas City Regional 911 System, which handles almost two million emergency calls each year. The MARC Public Safety Program helps ensure that the 911 system is supported by accurate mapping and street and address data. Local officials like Paul help MARC make sure that local streets are properly named and addressed and that map data matches the information in the 911 database for any given number and address. This work helps ensure that when a 911 call is received first responders are dispatched to the correct location.

Paul was nominated by Maria Walser, MARC Public Safety Database Specialist, for his exemplary public service, benefiting the Community Development Department, City of Parkville, Platte County and the region as a whole. Paul is only one of a few people in the Kansas City metropolitan area selected to receive this recognition. The recognition will be presented by Keith Faddis, MARC Public Safety Program Director and Saralyn Hayes, MARC Public Safety Database Manager.

**1. CALL TO ORDER**

A regular meeting of the Board of Aldermen was convened at 7:01 p.m. on Tuesday, May 19, 2015, and was called to order by Mayor Nanette K. Johnston. City Clerk Melissa McChesney called the roll as follows:

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

A quorum of the Board of Aldermen was present.

The following staff was also present: Lauren Palmer, City Administrator  
Sean Ackerson, Assistant City Administrator/Community Development Director  
Alysen Abel, Public Works Director  
Kevin Chrisman, Police Chief  
Steve Chinn, City Attorney

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

**2. CITIZEN INPUT**

**3. MAYOR'S REPORT**

**A. Proclaim May 17-23, 2015 as National Public Works Week**

Mayor Johnston presented the proclamation to Public Works Director Alysen Abel. She was joined by Richard Wilson and Alan Schank.

**4. CONSENT AGENDA**

- A. Approve the minutes for the May 5, 2015 regular meeting
- B. Receive and file the April Municipal Court Report
- C. Receive and file the crime statistics for January through March 2015
- D. Receive and file the financial report for the month ending April 30, 2015
- E. Receive and file the guiding principles and key objectives for the Route 9 Corridor Study
- F. Approve a retail liquor by the drink picnic license for Main Street Parkville Association for Parkville Days August 21-23, 2015
- G. Approve Change Order No. 2 with McAnany Concrete for the 2015 curb and sidewalk program
- H. Approve a contract with Metro Asphalt for the 2015 Street Maintenance Program
- I. Approve sign permits in the "B-4" Planned Business District for Country Financial, School of Rock and Engaged Companies
- J. Approve Resolution No. 05-03-15 approving and endorsing an application for a Tree Resource Improvement and Maintenance Grant to Missouri Department of Conservation for the trimming of dead and dangerous trees in the Sullivan Nature Sanctuary
- K. Accept and record drainage easements associated with the Apple Blossom public storm sewer improvements
- L. Accept and record permanent sewer and temporary construction easements associated with the Eastside service area project

M. Approve accounts payable from April 30 to May 13, 2015

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO **APPROVE THE CONSENT AGENDA AND RECOMMENDED MOTION FOR EACH ITEM, AS PRESENTED.** ALL AYES, MOTION PASSED 6-0.

**5. ACTION AGENDA**

**A. Approve an ordinance to repeal and replace Section 1 of Ordinance No. 2697 to reclassify Robert Fluchel as a part-time non-exempt Nature Sanctuary Director**

Public Works Director Alysen Abel said the work at the Nature Sanctuary was performed primarily by volunteers, but the City funded two part-time positions. Robert Fluchel was hired on August 6, 2013, and was classified as a part-time exempt employee who received a monthly stipend. The City recognized that form of compensation was abnormal and sought legal counsel, which determined that in order to comply with the Fair Labor Standards Act the monthly stipend should be replaced with an hourly rate and the position should be classified as a part-time non-exempt position.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2839, AN ORDINANCE **REPEALING AND REPLACING SECTION 1 OF ORDINANCE NO. 2697 RECLASSIFYING THE EMPLOYMENT OF ROBERT FLUCHEL, NATURE SANCTUARY DIRECTOR, AS A PART-TIME NON-EXEMPT POSITION TO BE COMPENSATED HOURLY,** BE APPROVED FOR FIRST READING. ALL AYES, MOTION CARRIED 6-0.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2839 BE APPROVED ON FIRST READING AND PASSED TO SECOND READING BY TITLE ONLY. ALL AYES, MOTION CARRIED 6-0.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. NO. 2839 BE APPROVED ON SECOND READING TO BECOME ORDINANCE NO. 2809. ALL AYES BY ROLL CALL VOTE: WYLIE, WERNER, DRIVER, RITTMAN, JONES AND SPORTSMAN. MOTION PASSED 6-0.

**B. Townhomes at the National, 3rd Plat – Continental Consulting Engineers, Inc. on behalf of Five Star Lifestyles, owners**

Assistant City Administrator/Community Development Director Sean Ackerson stated the request was to amend the first plat to allow maintenance-provided single-family homes in the undeveloped area west of Bell Road along Lime Stone Road. The applicant proposed 26 townhome units, to replace the originally approved 12 single-family homes, with parking. The Planning and Zoning Commission held a public hearing for the final development plan and several residents spoke in support of the application. Since the Commission approved the final development plan and plat, the applicant proposed reducing the rear-yard and side yard setbacks in Lot 12 because of a manhole. Staff recommended approval of the application which also authorized staff to accept the easements and bonds.

**1. Approve an amended final development plan in an “R-5” Planned Multi-Family Residential District – Case PZ15-13**

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO **ACCEPT THE PLANNING AND ZONING COMMISSION RECOMMENDATION, TO APPROVE THE FINAL DEVELOPMENT PLAN, TOWNHOMES AT THE NATIONAL - 3RD PHASE SUBJECT TO SPECIFIED CONDITIONS.** ALL AYES, MOTION PASSED 6-0.

**2. Approve an ordinance for a replat of Lots 6 through 12 and Tracts C and D, Townhomes at the National 1st Plat – Case PZ15-12**

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2840, AN ORDINANCE **APPROVING THE FINAL PLAT, TOWNHOMES AT THE NATIONAL 3RD PLAT, A REPLAT OF LOTS 6 THROUGH 12 AND TRACTS C AND D, TOWNHOMES AT THE NATIONAL 1ST PLAT**, BE APPROVED FOR FIRST READING. ALL AYES, MOTION CARRIED 6-0.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2840 BE APPROVED ON FIRST READING AND PASSED TO SECOND READING BY TITLE ONLY. ALL IN FAVOR SAY AYE, OPPOSED NO (PAUSE). ALL AYES, MOTION CARRIED 6-0.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2840 BE APPROVED ON SECOND READING TO BECOME ORDINANCE NO. 2810. ALL AYES BY ROLL CALL VOTE: WYLIE, WERNER, DRIVER, RITTMAN, JONES AND SPORTSMAN. MOTION PASSED 6-0.

**C. Approve an ordinance for the replat of Lots 15-A and 16-A of the replat of Lots 15, 16, 17 and 18 for the Amended Plat at the National, 3<sup>rd</sup> Plat – Case PZ15-16; SKW, Inc. on behalf of Blue Valley Investment Corporation, owners**

Assistant City Administrator/Community Development Director Sean Ackerson said the property was previously platted after the owner granted an access easement across two properties. Ackerson added the property changed ownership and the new owner requested combining the lots into a single lot.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2841, AN ORDINANCE **APPROVING THE RE-PLAT OF LOTS 15-A AND 16-A OF THE REPLAT OF LOTS 15, 16, 17, AND 18 FOR THE AMENDED PLAT AT THE NATIONAL, 3RD PLAT**, BE APPROVED FOR FIRST READING. ALL AYES, MOTION CARRIED 6-0.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2841 BE APPROVED ON FIRST READING AND PASSED TO SECOND READING BY TITLE ONLY. ALL AYES, MOTION CARRIED 6-0.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2841 BE APPROVED ON SECOND READING TO BECOME ORDINANCE NO. 2811. ALL AYES BY ROLL CALL VOTE: WYLIE, WERNER, DRIVER, RITTMAN, JONES AND SPORTSMAN. MOTION PASSED 6-0.

**D. Receive and file the Geotechnical Engineering Report for the River Hills Exploration**

Public Works Director Alysén Abel explained that the River Hills subdivision was constructed in the early 2000s and homes were built in 2003. The property had a long history of settlement issues in the right-of-way areas and the City attempted to resolve the issues in the past, but was not able to determine the problem. On December 19, 2014, staff released a Request for Proposals for geotechnical services and the Finance Committee approved a contract with Olsson Associates to explore the area.

James Landrem, Olsson Associates, provided an overview of the report. He noted that borings were drilled in and away from the distressed area to determine the root cause of the settlement, most of which was behind the manhole structure. Findings from the report listed three options: remove the fill and replace it with new engineered fill which was a high cost but minimized the risk; partial undercut and replacement with a granular layer which would eliminate the risk; and

continuous monitoring of the site since the City's repairs seemed to fix the problem. Landrem added that if the issue continued in the future the City could look into the other two options.

Discussion focused on ways to prevent the same issue in other areas and for future development. Abel added that the construction inspector would monitor future development to ensure the issue would not happen again.

**IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO RECEIVE AND FILE THE GEOTECHNICAL ENGINEERING REPORT FOR THE RIVER HILLS EXPLORATION AND DIRECT STAFF TO CONTINUE MONITORING THE SITE. ALL AYES, MOTION PASSED 6-0.**

## **6. STAFF UPDATES ON ACTIVITIES**

### **A. Community Development**

Assistant City Administrator/Community Development Director Sean Ackerson provided an update on upcoming Planning and Zoning Commission applications, noting that a public hearing was held by the Planning and Zoning Commission on May 12 to consider an application for Bella Vista at the National, a 302 unit apartment complex with three buildings west of Bell Road and south of Highway 45. The application was slated for the June 2 Board of Aldermen meeting. Ackerson also noted that he received notice from a property owner downtown for an open house and staff would provide more information.

### **B. Public Works**

Public Works Director Alysén Abel provided an update on the maintenance sheds for the sewer plant and parks, explaining there was a setback in the 2015 budget because the intended locations were not feasible due to being in the floodway. Staff was working on alternative locations for the sheds to work with the Federal Emergency Management Agency requirements. Abel added the Parks Division would work with the Community Land and Recreation Board and the purchase would be submitted for approval to the Finance Committee. Staff hoped to have the purchases completed by the end of the year.

Abel also updated the Board on the English Landing Park restroom Request for Qualifications, noting that a selection committee was reviewing the proposals and would bring forward a recommendation to the Board of Aldermen.

## **7. COMMITTEE REPORTS & MISCELLANEOUS ITEMS FROM THE BOARD**

## **8. EXECUTIVE SESSION**

### **A. Attorney-client matters pursuant to RSMo 610.021(1)**

**IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO ENTER INTO EXECUTIVE SESSION TO DISCUSS ATTORNEY-CLIENT MATTERS PURSUANT TO RSMO 610.021(1). ALL AYES BY ROLL CALL VOTE: WYLIE, WERNER, DRIVER, RITTMAN, JONES AND SPORTSMAN. MOTION PASSED 6-0.**

The Board entered into the Executive Session at 7:34 p.m. At 7:55 p.m., the Board reconvened in open session.

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

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

## **9. ADJOURN**

MINUTES OF THE BOARD OF ALDERMEN REGULAR MEETING OF MAY 19, 2015

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*Draft until approved by the Board of Aldermen*

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO **ADJOURN THE MAY 19, 2015, REGULAR BOARD MEETING AT 7:55 P.M.** ALL AYE; MOTION PASSED 6-0.

The minutes for Tuesday, May 19, 2015, having been read and considered by the Board of Aldermen, and having been found to be correct as written, were approved on this the second day of June 2015.

Submitted by:

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City Clerk Melissa McChesney

## OPERATIONS REPORT – PARKVILLE DIVISION

### April 2015 Report to the City of Parkville

#### **OPERATING DIVISIONS**

##### *MISSOURI*

Atchison County  
Wholesale Water  
Commission

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

Elsberry  
Fayette  
Franklin County #1  
Franklin County #3  
Henry County  
Water Company

Henry County #3  
Lake Ozark/  
Osage Beach

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

*IOWA*  
Maquoketa  
Tipton

*TENNESSEE*  
Dyersburg Welcome  
Center

#### **Waste Water Treatment Plant Operations**

- 3.80" of precipitation fell during the month.
- The plant performed well this month with 97.8% removal efficiency for B.O.D. and 91.1% for TSS.
- An average of 514,000 gallons of wastewater was treated each day during the month.

#### **Waste Water Laboratory Analysis**

- Staff performed 304 recorded lab tests.
- The following samples were delivered to Keystone Labs for analysis: Oil & Grease (4), NH<sub>3</sub>-N (4).
- Monthly and daily laboratory equipment maintenance and calibrations were performed according to manufacturers' guidelines.

#### **Waste Water Treatment Plant Maintenance**

- Staff cleaned east and west clarifier.
- LDO basins probes 1a, 1b, 2a, and 2b were cleaned.
- Routine P.M.s were done in accordance with all manufacturer recommendations.
- Staff noticed a recently repaired RAS pump was not keeping up with the flow; FTC was called and, upon inspection, determined the gasket needed replacing. Repairs were made and pump returned to service.
- Staff replaced air compressor for the UV wiper system.

#### **Collection System Operations**

- Robin 4000 odor control chemical continues to be fed from the Riss Lake site at approximately 25 gallons per day.
- Staff continues to monitor for H<sub>2</sub>S at manhole B-16 on a weekly basis.
- Staff continues to monitor pressure gauge on force main at River Chase subdivision three times per week.
- Staff attended Missouri One Call training class at City Hall.
- FTC delivered spare for McAfee Pump Station.

#### **Collection System Maintenance**

- Each pump station was checked on Mondays, Wednesdays, and Fridays. Maintenance notes recorded in the Antero program.
- JCI installed Mission Control units at National and River Hills Pump Stations.

## **OPERATIONS REPORT – PARKVILLE DIVISION**

- Staff responded to power failure at River Hills Pump Station. Upon arrival, staff noted the generator was running and notified KCP&L. Upon further investigation, it was determined that it was not a power failure but that the transfer switch had burned up (unknown cause.) Staff was able to return pump station on line and if power is lost staff can manual switch to generator power. Staff is in the process of obtaining three bids for repairs.
- Staff ordered 2 new pumps from FTC for Pinecrest Pump Station.

### **Bio-solids**

- Staff land applied 2.6 dry ton of sludge during the month of March.

### **Safety**

- 4/29/15: Vehicle Safety/Defensive Driving.

### **Recommendations**

- Staff has no recommendations at this time.

## OPERATIONS REPORT – PARKVILLE DIVISION

### Loading

Hydraulic	514,00 gallons per day
Organic	398 mg/L of BOD <sub>5</sub> per day

### NPDES Effluent Permit Parameters

Parameter	Monthly Average	Permit Limit
pH	6.6 Min. and 7.1 Max	6.5 - 9.0
TSS	14.0 mg/L	30 mg/L
BOD <sub>5</sub>	4 mg/L	25 mg/L
NH <sub>3</sub> -N	0.63 mg/L	3.5 mg/L
O & G	4.75 mg/L	10.0 mg/l
Fecal Coliform	18.52 #/100mL	400 #/100mL

### Removal Efficiency

Parameter	Monthly Average	Permit Limit
Organic	97.8%	85 %
Solids	91.1 %	85 %

### Biosolids

	Report Period	Year to Date
Quantity Applied	14.0 dry tons	16.6 dry tons
Acres Applied	20 acres	30 acres



OPERATIONAL CONTROL PARAMETERS												
DATE	AB #1					AB#2					SLUDGE DRY TONS	WEATHER
	PH UNITS	TEMP. °C	DO mg/l	MLSS mg/l	Settled Solids	PH UNITS	TEMP. °C	DO mg/l	MLSS mg/l	Settled Solids		
1	6.4	17.4	0.2	5920	0	6.4	16.4	0.8	5170	750	4	O
2	6.3	17.7	0.2	5140	0	6.3	17.0	0.8	4590	700		R
3	6.5	15.8	1.2	4780	850	6.5	16.3	1.2	4360	650		R
4												C
5												PC
6	6.5	16.4	0.2	5620	0	6.5	16.0	1.1	4670	800		O
7	6.4	18.2	0.2	5820	0	6.3	17.7	1.0	5000	790	5	R
8	6.4	19.4	0.2	5820	0	6.3	18.1	1.0	4830	750	5	O
9	6.4	18.2	0.2	5200	900	6.3	19.0	1.2	4750	700		R
10	6.5	16.5	0.3	4960	850	6.4	16.6	0.9	4520	700		C
11												PC
12												R
13	6.6	16.7	0.5	4020	730	6.4	16.5	1.3	4230	640		C
14	6.6	16.9	0.6	5136	900	6.5	16.6	1.1	4930	740		O
15	6.5	17.4	0.2	5410	900	6.4	17.0	0.8	4900	700		R
16	6.5	18.1	0.2	5340	0	6.4	17.9	1.0	4950	650		O
17	6.5	18.6	0.2	6070	0	6.4	18.3	1.2	4780	650		PC
18												O
19												O
20	6.8	16.3	0.5	4110	690	6.4	16.4	0.6	4020	520		C
21	6.6	17.6	0.2	4960	820	6.5	16.9	1.2	4780	660		PC
22	6.5	17.4	0.1	5500	0	6.5	17.3	1.2	4580	600		C
23	6.5	16.9	0.2	5020	0	6.5	17.0	0.8	4570	600		PC
24	6.5	18.0	0.2	5010	0	6.5	17.7	0.5	4360	600		O
25												O
26												O
27	6.8	17.2	0.2	5310	0	6.6	17.0	0.9	4590	710		C
28	6.7	16.9	0.1	5020	0	6.6	17.1	0.9	4410	620		C
29	6.7	17.7	0.2	4790	0	6.5	18.1	0.4	4180	550		C
30	6.7	17.9	0.2	4960	0	6.6	17.9	1.2	4260	550		C
31												

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

Tests Performed by: Paul Naher <i>Paul Naher</i>	Title: Maint. Worker	Phone #: 816-891-0003	Date: 5-20-2015
Report Approved by: C. Richard Wilson <i>C. Richard Wilson</i>	Title: Local Manager	Phone #: 816-891-0003	Date: 5-20-15

## **ANNUAL SNOW REPORT 2014-2015**

### **Snow Fall Report from November 15, 2014 thru March 1, 2015:**

- The City of Parkville had 12 snow events.
- The Public Works staff worked 15 days of snow removal operations.
- Parkville received 20.5 inches of snow/precipitation.
- The Public Works staff worked 732 man hours among 9 snow operators.
- Snow that fell during regular work hours was 19 hours.
- Snow that fell after regular work hours - night time, weekends or holidays was 72 hours.
- One Holiday was worked (February 16, 2015 Presidents Day) – 9 men @ 7 hours.
- The City purchased 595 tons of salt and sand materials used to melt snow and to provide traction to the vehicles.
- The City used 530 tons of salt and sand material during this winter season.
- Cost of salt and sand materials was \$30,929.34.
- No Accidents. One property claim resulting in a repaired mailbox.
- Two areas in Riss Lake had a little sod damage. Those areas have been addressed and repaired.

CITY OF PARKVILLE  
 SNOW FALL ACTIVITY AND REPORTS FOR 2014-2015

SNOW FALL DATES	TIMES WORKED	HOURS WORKED	# OF MEN WORKED	SNOW INCHES	ICE YES / NO	MATERIALS USED	TRUCKS USED	TEMP. DEGREES	COMMENTS / REMARKS
									EQUIPMENT DOWN TIME
November 15, 2014	9am-1pm	5	9	Dusting	No	25 TON	9	30-32	This was the first snow event of the 2014 fall season.
	8pm-10pm								We had a dusting of snow and had all 9 men in and used this as a training event for this winter. We treated all streets and parking lots; we were called out by the Parkville Police Departement at 7:30 pm. All Went Well.
November 16, 2014	6:30am-9:30am	3	5	Dusting	Yes	15 TON	5	20-falling	We had a 2.5 hour period of light snow overnight. The police called us in and we plowed and treated the streets that needed it. We also did the sidewalks at City Hall before leaving. I did not call everyone in and the five I called took care of this snow event.
December 18, 2014	12am-1pm	13	8	4	No	60 TON	8	32-28	The snow was to be 1-2 inches, but we ended up with 4 inches when it was over. For the first snow plowing of the year, all went well. One employee was gone for this snow with prior notice.
January 3 & 4, 2015	4am-7am	3	8	Trace		20 Ton	8	34 falling	This was a 2 part storm. We were to get some freezing on Saturday morning but it fell apart as it arrived so we got lucky. Then on Saturday night freezing rain and drizzle turned to all snow and we had 1-2 inches but the temperatures were falling to the mid-teens so the snow melted then froze turning into ice. We plowed and treated the streets before going home at 5 am. One employee was on approved sick leave.
Saturday into Sunday	9pm - 5am	8	8	1 to 2	Yes	40 Ton	8	18	
January 7, 2015	12am - 3am	3	7	1	No	25 Ton	7	22-falling	This was to be a dusting of snow, but we ended up with almost an inch but and the temperatures being so cold the streets became slick we plowed where needed and treated with salt and sand. One employee was on approved sick leave. Another employee was not able to report due to truck malfunction.





## **CITY OF PARKVILLE**

### **Policy Report**

Date: Tuesday, May 26, 2015

Prepared By:  
Melissa McChesney  
City Clerk

Reviewed By:  
Tim Blakeslee  
Assistant to the City Administrator

ISSUE:

Approve a resort liquor license with Sunday sales for Rancho Grande Cantina located at 11015 NW Highway 45.

BACKGROUND:

Staff recently reviewed each business with a liquor license to confirm the liquor license application was approved by the Board of Aldermen, per Parkville Municipal Code Section 600.140. Staff was unable to find the date the liquor license was approved for Rancho Grande Cantina and determined the Board did not approve a City liquor license at the time the property was annexed into the City in 2000; however, the business has been paying for the City liquor license since the annexation. The Missouri Department of Alcohol and Tobacco Control confirmed the liquor license for Rancho Grande Cantina had not changed since the business opened in 1998. In order to meet Municipal Code requirements, Rancho Grande Cantina submitted a liquor license application on May 18, 2015, for Board of Aldermen approval.

Following approval of the license, the City Clerk will mail a City approval letter to Rancho Grande Cantina which will be submitted to the Missouri Division of Alcohol and Tobacco Control for their Missouri liquor license renewal. A copy of the City's approval letter will be on file in the City Clerk's Office.

BUDGET IMPACT:

The liquor license fee was submitted during the business licensing renewal period and there is no impact to the budget with approval of the liquor license application.

ALTERNATIVES:

1. Approve the resort liquor license for Rancho Grande Cantina.
2. Deny the resort liquor license.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approving a resort liquor license with Sunday sales for Rancho Grande Cantina located at 11015 NW Highway 45.

POLICY:

Parkville Municipal Code Section 600.140 states that only the Board of Aldermen may approve an application for a liquor license.

SUGGESTED MOTION:

I move to approve a resort liquor license with Sunday sales for Rancho Grande Cantina located at 11015 NW Highway 45.

ATTACHMENT:

1. Liquor License Application



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

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

For period June 1, 2015 to May 31, 2016
Current year Next year

Date of Application: 05/18/2015

SECTION 1.

- 1. Name of Business: Rancho Grande Cantina, Inc.
2. Type of Business: Mexican Restaurant
3. Street Address Where Liquor is to be sold: 11015 NW Hwy 45, Parkville, MO 64152
4. Is this location within 300 feet of a church or school?: Yes No X
5. Mailing Address: 11015 NW Hwy 45, Parkville, MO 64152
6. Phone No. of Business: 816-505-9097 Fax No. of Business: 816-505-9285
7. Name of Managing Officer (principal applicant): Angel Rizo
8. Name(s) of any partner(s) in this business (attach separate sheet if necessary):
9. Name(s) and residence address(es) of any other person(s) having financial interest in this business or partnership (attach separate sheet if necessary):
10. If corporation, give name of corporation, date of incorporation, state in which incorporated, and names and addresses of all stockholders who hold ten percent (10%) or more of the capital stock (attach separate sheet if necessary): Rancho Grande Cantina Inc. 12/24/1997, mo
11. Name(s) and residence address(es) of any other person(s) having financial interest in the building to be used for liquor sales:

#10 Gerald Joe Jennings, President  
12070 NW 81<sup>st</sup>  
Parkville, MO 64152

Jamie Shell, Vice President  
11325 Winchester Dr.  
KC, KS 64109

Henry Marquez, Executive Vice President  
1153 Huntington Dr.  
Liberty, MO 64068

APPLICATION TO SELL LIQUOR IN PARKVILLE

**SECTION 3. LICENSE FOR WHICH APPLICATION IS BEING MADE**

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

1. **Microbrewer: \$375**  
*Based on annual production of at least 500 barrels, at a fee of \$7.50 per hundred barrels. If, at the end of the license year, the microbrewery has produced less than 500 barrels, the City shall refund \$7.50 for every hundred barrels under that number. A fraction of one hundred barrels produced shall be counted as one hundred barrels. It allows production of beer and malt liquor of no more than 10,000 barrels per year in Zones I-1, I-2 or I-3 only. Holder of this license must also have a resort liquor license (RSMo 311.195)*
2. **Retailer of malt liquor in the original package: \$75**  
*Allows sale of malt liquor in original package for consumption off premises. LIMITED to drug stores, cigar/ tobacco stores, confectioneries, delicatessens, grocery or general merchandise stores with stock having at-cost value of at least \$1,000. (RSMo 311.200) Limit of one per every 2,000 residents.*
3. **Retailer of malt liquor by the drink: \$52.50**  
*Allows sale of malt liquor/ light wine by drink for consumption on premises, sale of malt liquor/ light wine in original package for consumption off premises. (RSMo 311.200)*
4. **Retailer of intoxicating liquor in original package: \$150**      **Sunday Sales: additional \$300**  
*Allows sale of intoxicating liquor, malt liquor in original package for consumption off premises. LIMITED to drug stores, cigar/ tobacco stores, confectioneries, delicatessens, grocery or general merchandise stores having at-cost value of at least \$1,000. (RSMo 311.200, 311.293). Limit two per every 1,000 residents.*
5. **Resort license (RSMo 311.095): \$450**      **Sunday Sales: additional \$300**  
*Allows sale of intoxicating liquor by drink for consumption on premises of a "resort," sale of intoxicating liquor in original package for consumption off premises, sale of malt liquor by drink for consumption on premises, sale of malt liquor in original package for consumption off premises.*
  - 5a. **Temporary resort license: \$93.75 for 3 months/ Sunday sales: additional \$75 for 3 months**  
*Allows 3-month resort license, based on projection of sales. For all new restaurants.*
6. **Malt liquor/ light wine sale-by-drink permit (no more than 7 days): \$37.50**  
*Allows sale of light wine and malt liquor for consumption off premises where sold between 10:00 a.m. and midnight (11:00 a.m. to midnight on Sundays) or requested date(s) of sale. LIMITED to church, school, civic, service, fraternal, veterans, political, or charitable club or organization for picnic, bazaar, fair, festival or similar gathering or event. (RSMo 311.482)*
7. **Boat or Vessel, Intoxicating liquor by drink for consumption: \$450**  
*Authorizes sale of intoxicating liquor by the drink at retail for consumption on the premises of any boat or other vessel licensed by the United States Coast Guard to carry one hundred (100) or more passengers for hire on navigable waters in or adjacent to this State, which has a regular place or mooring in Parkville, Missouri. NOTE: Does not include riverboat gambling boats. (RSMo 311.090)*
8. **Intoxicating liquor by drink for consumption on premises- including Sunday Sales: No fee**  
*Authorizes sale of liquor by drink at retail for consumption on premises. LIMITED to charitable, fraternal, religious, service or veterans' organization with 501(c) exemption. (RSMo 311.090)*
9. **Wholesaler: \$375 RSMo 311.180 (9)**
10. **Caterer: \$15 per day; requires separate caterer's permit.**
11. **Tasting Permit: \$37.50**  
*Authorizes any winery, distiller, manufacturer, wholesaler or brewer or designated employee to provide distilled spirits, wine, or malt beverage samples off a licensed premises provided no sales transactions take place or on any temporary licensed retail premises. (RSMo 311.294)*
12. **Retailer intoxicating liquor by the drink limited to distillers: \$375**  
*LIMITED to a distiller whose manufacturing establishment is located within the City and allows for the sale of intoxicating liquor by the drink at retail for consumption on the premises where sold provided the licensed premises is in close proximity to the distillery.*

APPLICATION TO SELL LIQUOR IN PARKVILLE

**SECTION 4. AFFIDAVIT OF PRINCIPAL APPLICANT**

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

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

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

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

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

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

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

SIGNATURE OF PRINCIPAL APPLICANT: Angel M Rizo DATE: 05/18/2015

**Attach:**

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

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

Date: Tuesday, May 26, 2015

PREPARED BY:  
Kevin L. Chrisman  
Police Chief

REVIEWED BY:  
Lauren Palmer  
City Administrator

ISSUE:

Request to approve a resolution employing Aaron J. Spring as a police officer.

BACKGROUND:

The police department has had a couple of vacancies since the start of the year and Mr. Spring was selected to proceed in the process due to being a former employee with law enforcement experience. He graduated from the Metropolitan Community College Blue River Police Academy with a Class A certification in the spring of 2007. He has successfully completed all necessary requirements for consideration for hire.

BUDGET IMPACT:

The starting annual salary for a new hire with limited or no law enforcement experience is \$37,000. However, Mr. Spring has approximately seven years of law enforcement experience. He worked for the Parkville, MO Police Department from the fall of 2007 until the fall of 2009. He then resigned in good standing to accept employment with the Platte County Sheriff's Department until January of 2014. Until recently, he continued to serve as a reserve officer with the Lake Waukomis Police Department and was employed by Gladstone Dodge.

Based on his law enforcement experience and consulting with Human Resources and the City Administrator, his starting annual salary is recommended at \$39,700.

ALTERNATIVES:

1. Approve the hiring resolution for Aaron J. Spring as a police officer.
2. Do not approve the hiring of Aaron J. Spring.
3. Postpone the item.

STAFF RECOMMENDATION:

Approve the attached resolution and hiring of Aaron J. Spring as a police officer effective June 3, 2015.

POLICY:

The City of Parkville's Personnel Manual requires the Board of Aldermen to approve all hiring.

SUGGESTED MOTION:

I move to approve Resolution No. 06-01-15 employing Aaron J. Spring as a police officer for the City of Parkville, Missouri, effective June 3, 2015.

ATTACHMENT:

1. Resolution No. 06-01-15



***CITY OF PARKVILLE, MO  
RESOLUTION NO. 06-01-15***

**A RESOLUTION EMPLOYING AARON J. SPRING AS A POLICE OFFICER**

WHEREAS, the City of Parkville has a vacancy in the position of Police Officer; and

WHEREAS, Aaron J. Spring meets the minimum qualifications of the position and was recommended for hire by the Chief of Police.

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

SECTION 1. That Aaron J. Spring is hired as a Police Officer with a starting annual salary of \$39,700 per year, effective as of June 3, 2015.

SECTION 2. That Mr. Spring shall be subject to and shall receive all other benefits as applicable to full-time employees in accordance with the City's adopted personnel manual, as may be amended by the Board.

SECTION 3. That Mr. Spring shall serve at the will of the Board and his employment may be terminated at any time with or without cause.

IN TESTIMONY WHEREOF, I have hereto set my hand, in the City of Parkville this 2nd day of June, 2015.

\_\_\_\_\_  
Mayor Nanette K. Johnston

ATTESTED:

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

## **CITY OF PARKVILLE Policy Report**

Date: Thursday, May 28, 2015

**PREPARED BY:**

Sean Ackerson  
Assistant City Administrator /  
Community Development Director

**REVIEWED BY:**

Lauren Palmer  
City Administrator

**ISSUE:**

Approve a resolution employing Zachary Tusinger as a part-time planning intern in the Community Development Department.

**BACKGROUND:**

Growth and development in Parkville is occurring at a rate not experienced since the mid-2000's when the Community Development Department consisted of five full-time staff. The department currently operates with three and one-half full-time staff. Although the department has implemented changes to increase productivity, it has also taken on additional roles and responsibilities stretching staff thin and limiting an ability to focus on initiatives beyond daily responsibilities. With major planning initiatives starting, including the zoning and subdivision regulations updates and the need to pursue other planning priorities, the department would greatly benefit from additional assistance in 2015.

In April 2015, the City participated in a planning and urban design intern fair at the University of Missouri – Kansas City (UMKC) Department of Architecture, Urban Planning and Design. Zachary Tusinger was one of many qualified students interviewed and was selected based on his qualifications and prior experience in relation to the Community Development Department's needs. Mr. Tusinger has his Juris Doctor from Saint Louis University (2010) and is currently pursuing a Master of Urban Planning from the University of Kansas.

**BUDGET IMPACT:**

Mr. Tusinger would be employed at a rate of \$10.00 per hour with an amount not to exceed \$4,500 in 2015. Mr. Tusinger would work up to 30 hours per week through the summer and would be available for limited hours during the fall semester through the end of the year. This is not a budgeted position. Expenses would be paid from account 518.01-01-00, Salaries, and any overages will be offset with projected savings from account 518.08-03-00, Engineering & Planning Fees (\$1,000), account 518.08-03-02, NPDES II / Arcview (\$1,250), and account 10-560-51-80-00, Capital Outlay for the Zoning and Subdivision Regulations update (\$2,250).

**ALTERNATIVES:**

1. Approve the hiring resolution for Zachary Tusinger as a part-time planning intern in the Community Development Department.
2. Do not approve the hiring of Mr. Tusinger.
3. Postpone the item.

**STAFF RECOMMENDATION:**

Approve the attached resolution to employ Zachary Tusinger as a part-time planning intern in the Community Development Department, effective June 8, 2015, as proposed.

**POLICY:**

The City of Parkville's Personnel Manual requires the Board of Aldermen to approve all hiring.

## **ITEM 4F**

*06-02-15*

*Board of Aldermen Meeting*

### SUGGESTED MOTION:

I move to approve Resolution No. 06-02-15 employing Zachary Tusinger as a part-time planning intern in the Community Development Department, effective June 8, 2015, as proposed.

### ATTACHMENTS:

1. Resolution No. 06-02-15
2. Resume for Zachary Tusinger



**CITY OF PARKVILLE, MO  
RESOLUTION NO 06-02-15**

**A RESOLUTION EMPLOYING ZACHARY TUSINGER AS A PART-TIME PLANNING  
INTERN IN THE COMMUNITY DEVELOPMENT DEPARTMENT**

WHEREAS, growth and development is occurring at a rate not experienced since the mid-2000’s when the department consisted of five full-time staff as opposed to the current three and one-half full-time staff; and

WHEREAS, the roles and responsibilities of the Community Development Department have expanded since that time, stretching staff and resources and limiting the ability to focus on initiatives beyond day-to day-work responsibilities; and

WHEREAS, the Community Development Department desires assistance with major planning initiatives including the zoning code and subdivision regulations update, property maintenance code updates, GIS / mapping updates, voluntary annexation of rights-of-way and island parcels, and other priority planning goals and objectives; and

WHEREAS, Assistant City Administrator / Community Development Director Sean Ackerson participated in an planning intern fair in April 2015 and, after interviewing numerous students, recommends hiring Zachary Tusinger based on his qualifications and the Community Development Department’s needs.

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

SECTION 1. That Zachary Tusinger is hired as a part-time planning intern in the Community Development Department with a wage of \$10.00 per hour for approximately 30 hours per week, effective starting June 8, 2015, and extending through August 21, 2015, with additional hours, as available, through December 31, 2015, and with a total amount not to exceed \$4,500.

SECTION 2. That Mr. Tusinger shall be subject to all employment requirements, and shall receive, all other benefits as applicable to part-time employees in accordance with the City’s adopted personnel manual, as may be amended by the Board.

SECTION 3. That Mr. Tusinger shall serve at the will of the Board and his employment may be terminated at any time with or without cause.

IN TESTIMONY WHEREOF, I have hereto set my hand, in the City of Parkville this 2<sup>nd</sup> day of June, 2015.

\_\_\_\_\_  
Mayor Nanette K. Johnston

ATTESTED:

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

## ZACH TUSINGER

URBAN PLANNER + ATTORNEY

[linkedin.com/in/ztusinger](https://www.linkedin.com/in/ztusinger)

[ztusinger@gmail.com](mailto:ztusinger@gmail.com)

417 540 5376

### BUILDERS DEVELOPMENT CORPORATION

Kansas City, MO  
October 2014 – Present

### UNITEDLEX

Overland Park, KS  
January 2014 – August 2014

### LEGAL AID OF WESTERN MISSOURI

Joplin, MO  
September 2011 – October 2013

### BLANCHARD, ROBERTSON, MITCHELL & CARTER, P.C.

Joplin, MO  
May 2010 – September 2011

### UNIVERSITY OF KANSAS

Lawrence, KS  
August 2014 – May 2016

### SAINT LOUIS UNIVERSITY

St. Louis, MO  
August 2007 – May 2010

### DRURY UNIVERSITY

Springfield, MO  
August 2003 – May 2007

## EXPERIENCE

### PLANNING INTERN

Handled all aspects of real estate development at a small nonprofit. Prepared LIHTC and various other tax credit and grant applications using Pro Forms and other tools to model developments. Worked with staff, private developers, contractors, and area city planners to advance projects.

### DOCUMENT REVIEW ATTORNEY

Reviewed complex real estate and business documents for items and materials relevant to pending litigation.

### EQUAL JUSTICE WORKS AMERICORPS LEGAL FELLOW

Represented victims of the May 22, 2011 Joplin tornado in disaster-related legal matters. Handled FEMA claims and appeals, and litigated construction cases. Advised clients on real estate, zoning, and insurance matters. Coordinated with various community organizations. Researched and reviewed grant applications. Traveled to New York City after Hurricane Sandy to advise and consult with other disaster recovery attorneys.

### ASSOCIATE ATTORNEY

Assisted with the litigation of personal injury cases. Conducted research into municipal law, insurance matters, and real estate transactions. Represented diverse clients in bench trials, hearings, and depositions. Drafted and answered discovery requests. Prepared real estate documents.

## EDUCATION

### MASTER OF URBAN PLANNING

Emphasis in Sustainable Land Use. Took courses from all three concentration areas including real estate development and transportation planning. Significant experience working with Excel, PowerPoint, Adobe Creative Suite, and ArcGIS. Assisted Professor Ward Lyles with research regarding natural hazards and comprehensive plans.

### JURIS DOCTOR

Primary course work in the areas of real estate transactions, planning and land use control, state and local government law, legislation, and taxation.

### BACHELOR OF ARTS

Dual major in History and Political Science. Minors in Architecture and Global Studies. Served two terms as Student Body President. Studied abroad at Regent's College, London, UK, Summer 2006.

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

Date: May 28, 2015

Prepared By:  
Tim Blakeslee  
Assistant to the City Administrator

Reviewed By:  
Lauren Palmer  
City Administrator

ISSUE:

Approval of Accounts Payable Invoices, Insurance Payments, 1<sup>st</sup> of the Month Checks, Electronic Funds Transfer (EFT) Payments, Credit and Debit Card Processing Fees, and Payroll Expenditures from 5/13/2015 – 5/28/2015.

BACKGROUND:

Attached are the statements of approved payments, per the City's Purchasing Policy, for the period from May 13, 2015, through May 28, 2015. All disbursements must be reviewed and approved by the Board of Aldermen prior to the release of city funds.

BUDGET IMPACT:

Accounts Payable	\$115,325.86
Insurance Payments	\$0.00
1 <sup>st</sup> of the Month	\$0.00
EFT Payments	\$0.00
Processing Fees	\$0.00
Payroll	\$50,564.98
<b>TOTAL</b>	<b>\$165,890.84</b>

ALTERNATIVES:

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

STAFF RECOMMENDATION:

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

SUGGESTED MOTION:

I move to appropriate \$165,890.84 of city funds to pay salaries and accounts.

ATTACHMENTS:

1. Accounts Payable
2. Payroll
3. Credit Card Purchases
4. P&G Purchases

PACKET: 05185 Federal Withholdings - 5/15/15  
 VENDOR SET: 01  
 BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00044	Park Bank							
	I-T1 201505184097	Federal Withholding	D	5/15/2015		7,367.37CR	000000	
	I-T3 201505184097	FICA W/H	D	5/15/2015		8,491.20CR	000000	
	I-T4 201505184097	Medicare W/H	D	5/15/2015		1,985.90CR	000000	17,844.47

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

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	17,844.47	17,844.47
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	17,844.47	17,844.47

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 05186 Federal Withholdings - 5/1/15  
 VENDOR SET: 01  
 BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00044	Park Bank							
	I-T1 201505014096	Federal Withholding	D	5/01/2015		7,489.60CR	000000	
	I-T3 201505014096	FICA W/H	D	5/01/2015		8,491.34CR	000000	
	I-T4 201505014096	Medicare W/H	D	5/01/2015		1,985.90CR	000000	17,966.84

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

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	17,966.84	17,966.84
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	17,966.84	17,966.84

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 05191 Regular Payments 5/27/15

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01405	Platte County Recorder of Deeds I-5/27/15	Easements Appl B & Eastside	R	5/27/2015		192.00	CR 033826	192.00

* * T O T A L S * *				
	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	192.00	192.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	192.00	192.00

TOTAL ERRORS: 0                      TOTAL WARNINGS: 0

PACKET: 05192 Regular Payments 5/28/15

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01614	KCPL I-Due 6/3/15	Due 6/3/15	D	6/02/2015		38.13CR	000000	38.13
00103	Pitney Bowes, Inc. I-979566	Ink-AD	D	6/03/2015		65.44CR	000000	65.44
00274	Ricoh USA, Inc. I-5036036978	Police Printer-PD	D	6/03/2015		95.06CR	000000	95.06
01087	Stinson Leonard Street LLP I-30088608	Legal Services-AD	D	6/03/2015		6,485.00CR	000000	
	I-30088615	Legal Services-AD	D	6/03/2015		7,132.86CR	000000	
	I-30088616	Legal Services-AD	D	6/03/2015		60.00CR	000000	
	I-30100116	Legal Services-AD	D	6/03/2015		6,450.00CR	000000	20,127.86
01614	KCPL I-Due 6/9/15	Due 6/9/15	D	6/03/2015		2,283.36CR	000000	2,283.36
02140	Commerce Bank - Commercial Cards I-Due 6/8/15	Due 6/8/15	D	6/03/2015		5,219.89CR	000000	5,219.89
01999	Absolute Comfort Technologies, Inc. I-2961-6838	AC Service Call-SW	R	6/03/2015		277.50CR	033827	277.50
02018	Ace ImageWear I-0411246	Shop Towels-PK	R	6/03/2015		29.00CR	033828	
	I-0414050	Towels, Rags, Etc-ST	R	6/03/2015		58.96CR	033828	87.96
00006	Alamar Uniforms I-479334	Uniforms-PD	R	6/03/2015		100.00CR	033829	
	I-480348,480653	Batteries-PD	R	6/03/2015		43.98CR	033829	143.98
02336	Alysen Abel I-5/22/15	Seminar Reimbursement-PW	R	6/03/2015		100.00CR	033830	100.00
02227	BagSpot Pet Waste Solutions I-1783	Waste Bags-PK	R	6/03/2015		211.53CR	033831	211.53
00288	CarterEnergy Corporation I-522926	Diesel-PK	R	6/03/2015		698.25CR	033832	
	I-523526	Diesel-TP	R	6/03/2015		714.44CR	033832	1,412.69

PACKET: 05192 Regular Payments 5/28/15

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00388	CMI, Inc. I-810621	Breath Test Device-80	R	6/03/2015		698.00CR	033833	698.00
00378	Damon Pursell Const. I-185010	Asphalt Millings-TP	R	6/03/2015		314.00CR	033834	
	I-185011	Yard Waste Pickup-ST	R	6/03/2015		310.00CR	033834	
	I-185217	Yard Waste Cleanup-ST	R	6/03/2015		260.00CR	033834	884.00
00156	Dave's Foreign Car Repair LLC I-132026	Oil Change-PD	R	6/03/2015		35.00CR	033835	
	I-132046	Oil Change-PD	R	6/03/2015		35.00CR	033835	70.00
01867	Forest Park Development LLC I-2015-01	Permint Reimbursement-PW	R	6/03/2015		1,791.09CR	033836	1,791.09
02168	Gail Gene Derr I-865862	Cemetery Mowing-AD	R	6/03/2015		838.50CR	033837	838.50
00053	Grass Pad Warehouse I-487109	City Hall Pots and Plants-AD	R	6/03/2015		522.02CR	033838	522.02
02131	Heritage Tractor, Inc. I-1451260	Blade-PK	R	6/03/2015		255.57CR	033839	
	I-1451263	Blade-PK	R	6/03/2015		182.46CR	033839	438.03
00353	Hertz Equipment Rental I-28021343-001	Hard Hats/Vests-PK	R	6/03/2015		83.70CR	033840	83.70
02253	InfoDeli I-012	Website Hosting-IT	R	6/03/2015		20.00CR	033841	20.00
01752	InterPrecision LLC I-2015-4-16Park	Interpretation-CT	R	6/03/2015		120.35CR	033842	120.35
01349	K & R's GT Muffler & Brake LLC I-13699	Truck Wheel Repair-PK	R	6/03/2015		133.59CR	033843	133.59
02021	KAT Nurseries I-NL3758	Tree-PK	R	6/03/2015		393.00CR	033844	393.00
01896	KC Wireless Inc I-104598	Radio Repair-PD	R	6/03/2015		76.69CR	033845	76.69

PACKET: 05192 Regular Payments 5/28/15  
 VENDOR SET: 01  
 BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
02335	KCMO City Treasurer							
	I-5/22/15	MML Regional Meeting-AD	R	6/03/2015		90.00CR	033846	90.00
01403	Kenny's Auto and Tire Service							
	I-5/20/15	Tire Repair-PK	R	6/03/2015		30.95CR	033847	30.95
01018	Main Street Parkville Assn							
	I-5/14/15	Depsit Refund-PK	R	6/03/2015		275.00CR	033848	275.00
02054	Matthew Chapman							
	I-Exp Report 5/20/15	Exp Report 5/20/15	R	6/03/2015		246.83CR	033849	246.83
00159	Missouri American Water							
	I-Due 6/11/15	Due 6/11/15	R	6/03/2015		553.04CR	033850	
	I-Due 6/8/15	Due 6/8/15	R	6/03/2015		33.76CR	033850	
	I-Due 6/9/15	Due 6/9/15	R	6/03/2015		32.17CR	033850	618.97
01272	Olsson Associates							
	I-230863	Riverhills Eval-CIP	R	6/03/2015		790.00CR	033851	790.00
00097	P & G Hardware							
	I-Stmt 5/20/15	Stmt 5/20/15	R	6/03/2015		267.23CR	033852	267.23
02245	Parkville Frame Gallery							
	I-4/10 & 5/1	Framing-AD	R	6/03/2015		757.11CR	033853	757.11
02271	Payless Office Products, Inc.							
	I-2619842	Copy Paper-AD	R	6/03/2015		72.00CR	033854	72.00
00218	Platte County Sheriff's D							
	I-2015-0015	Boarding-CT	R	6/03/2015		5.50CR	033855	
	I-Apr-15	Boarding-CT	R	6/03/2015		245.00CR	033855	250.50
00107	Platte Rental & Supply							
	I-18263	Chain-PK	R	6/03/2015		24.25CR	033856	24.25
01513	Raynor Garage Door Co., Inc. of Kansas City							
	I-081281	Door Repair-AD	R	6/03/2015		242.50CR	033857	242.50
01982	Rejis Commission							
	I-INV0041929	Terminal REJIS-PD	R	6/03/2015		65.07CR	033858	65.07

PACKET: 05192 Regular Payments 5/28/15

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
02154	Royal Papers Inc I-K704967	Janitorial Supplies-AD	R	6/03/2015		170.67	CR 033859	170.67
02334	Scott Gould I-5/18/15	Tuition Reimbursement-PD	R	6/03/2015		577.50	CR 033860	577.50
00154	T-Ray Specialties Inc. I-26900 I-26901 I-26934	Trash Bags-PK Hats, Shirts-PK Scrubs-ST	R	6/03/2015		239.88 336.00 92.68	CR 033861 CR 033861 CR 033861	668.56
00838	The Work Zone, Inc. I-38222 I-38479 I-38570 I-38571	Barricades/Cones-PK Signs-TP Safety Vests-ST Sign Hardware-TP	R	6/03/2015		340.00 337.30 59.70 205.00	CR 033862 CR 033862 CR 033862 CR 033862	942.00
01262	Thomson Reuters - West I-831800627	2015 Court Rules-CT	R	6/03/2015		250.00	CR 033863	250.00
01546	Thoroughbred Ford I-124900	F-350 Truck-TP	R	6/03/2015		25,739.76	CR 033864	25,739.76
02071	TranSystems Corporation I-INV-0002794084	Traffic Services-PW	R	6/03/2015		924.00	CR 033865	924.00
00062	Tyler Techonologies, Inc I-025-123790	Annual Maint. Agreement-IT	R	6/03/2015		10,187.28	CR 033866	10,187.28

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	40	0.00	51,492.81	51,492.81
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	6	0.00	27,829.74	27,829.74
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:	46	0.00	79,322.55	79,322.55

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

VENDOR SET: 01 City of Parkville  
 BANK: AP Pooled Cash Regular AP  
 DATE RANGE: 5/18/2015 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02140	Commerce Bank - Commercial Car							
	I-Due 6/8/15	Due 6/8/15	D 6/03/2015			000000		
10	501.05-01-00	Office Supplies & Consumables	Office Supplies-AD	221.80				
10	505.05-01-00	Office Supplies & Consumables	Office Supplies-FW	30.73				
10	510.05-01-00	Office Supplies & Consumables	Office Supplies-CT	13.79				
10	505.05-01-00	Office Supplies & Consumables	Office Supplies-PD	19.14				
10	525.03-05-00	Mobile Phones & Pagers	Sprint-PK	82.19				
10	518.03-05-00	Mobile Phones & Pagers	Sprint-CD	131.90				
10	520.03-05-00	Mobile Phones & Pagers	Sprint-ST	209.78				
10	505.03-05-00	Mobile Phone & Pagers	Sprint-PD	246.56				
10	515.03-05-00	Mobile Phones & Pagers	Sprint-PW	42.60				
30	501.03-06-00	Wi-Fi	Sprint-SW	39.99				
10	525.09-21-00	Miscellaneous	Arbor Day Sticker Sh	4.95				
10	555.02-04-00	Domain Registrations	Dot Gov Registration	125.00				
10	501.01-41-02	Professional Dev - Staff	MARC Lunch Staff-AD	212.50				
10	501.01-41-03	Professional Dev - Board	MARC Lunch Board-AD	212.50				
10	525.03-01-00	Telephone & Voicemail	ATT Uverse-ST	47.00				
10	501.09-20-02	Exec Session Meeting Supplies	Meeting Food-AD	42.84				
30	501.09-21-00	Miscellaneous	Google Email-SW	5.00				
10	520.03-04-00	Water	Water-ST	34.37				
10	525.03-04-00	Water	Water-PK	31.87				
10	518.09-21-00	Miscellaneous	Drug Screen-CD	18.00				
30	501.09-21-00	Miscellaneous	Drug Screen-SW	18.00				
10	525.09-21-00	Miscellaneous	Drug Screen-PK	36.00				
10	20070	Vol. Employee Fund W/H	Gift Card for Empl	200.00				
10	501.06-01-00	Building Maint & Repair	Display for Uniform-	279.00				
10	520.05-20-00	Small Office Equipment	Surge Protector Bat	74.99				
60	501.15-00-00	Expenditures	Sullivan Nat, Signs-	58.25				
30	501.06-01-00	Building Main & Repair	Compressor-SW	199.00				
10	501.06-01-00	Building Maint & Repair	Uniform Cleaning-AD	11.50				
10	535.09-21-00	Miscellaneous	Tax Refund-NS	11.41CR				
10	501.06-01-00	Building Maint & Repair	Uniform Restoration-	120.00				
10	520.07-43-01	Recycling Extravaganza	Lunch-ST	46.87				
10	501.03-01-00	Telephone & Voicemail	City Hall Phone-AD	497.19				
10	501.03-08-00	Cable	City Hall Internet-A	174.85				
10	505.03-01-00	Telephone & Voicemail	ATT-PD	145.13				
10	525.03-01-00	Telephone & Voicemail	ATT-PK	153.09				
10	520.03-01-00	Telephone & Voicemail	ATT-ST	90.65				
30	501.03-01-00	Telephone & Voicemail	ATT-Sw	279.27				
10	505.05-21-00	Equipment and Handtools	Bike Lights-PD	92.76				
10	525.09-21-00	Miscellaneous	Drug Screen-PK	72.00				
10	515.09-21-00	Miscellaneous	Drug Screen-PW	36.00				
10	501.09-20-07	Meeting Supplies	Frames-AD	34.63				
10	501.01-41-02	Professional Dev - Staff	Hotel GFOA-AD	260.40				
10	515.05-01-00	Office Supplies & Consumables	FW Week Cele-FW	24.33				
10	501.01-41-02	Professional Dev - Staff	Hotel MML Spring-AD	141.75				
10	501.01-41-02	Professional Dev - Staff	Hotel MML Spring-AD	283.50				
10	535.06-05-03	Trail Maintenance	Insecticide-NS	21.51				

VENDOR SET: 01 City of Parkville  
 BANK: AP Pooled Cash Regular AP  
 DATE RANGE: 5/18/2015 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02140	Commerce Bank - CommerCONT							
	I-Due 6/8/15		Due 6/8/15			D 6/03/2015		000000
10	20070		Vol. Employee Fund W/H	52.96		Weeding Gift-Vol		
10	501.09-21-00		Misc-Other	13.34		Ice for BBQ-AD		
10	501.09-21-00		Misc-Other	18.37		BBQ Table Covers-AD		
10	515.01-41-00		Membership Fees & Dues	26.25		Notary-FW		
10	515.01-41-02		Professional Development	25.00		Lunch Program-FW		
10	515.05-01-00		Office Supplies & Consumables	27.80CR		Tax Refund Supplies-		5,219.89

\*\*\* TOTALS \*\*\*

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	5,219.89	0.00	5,219.89
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

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

G/L ACCOUNT	NAME	AMOUNT
10 20070	Vol. Employee Fund W/H	252.96
10 501.01-41-02	Professional Dev - Staff	898.15
10 501.01-41-03	Professional Dev - Board	212.50
10 501.03-01-00	Telephone & Voicemail	497.19
10 501.03-08-00	Cable	174.85
10 501.05-01-00	Office Supplies & Consumables	221.80
10 501.06-01-00	Building Maint & Repair	410.50
10 501.09-20-02	Exec Session Meeting Supplies	42.84
10 501.09-20-07	Meeting Supplies	34.63
10 501.09-21-00	Misc-Other	31.71
10 505.03-01-00	Telephone & Voicemail	145.13
10 505.03-05-00	Mobile Phone & Pagers	246.56
10 505.05-01-00	Office Supplies & Consumables	49.87
10 505.05-21-00	Equipment and Handtools	92.76
10 510.05-01-00	Office Supplies & Consumables	13.79
10 515.01-41-00	Membership Fees & Dues	26.25
10 515.01-41-02	Professional Development	25.00
10 515.03-05-00	Mobile Phones & Pagers	42.60
10 515.05-01-00	Office Supplies & Consumables	3.47CR
10 515.09-21-00	Miscellaneous	36.00

VENDOR SET: 01 City of Parkville  
 BANK: AP Pooled Cash Regular AP  
 DATE RANGE: 5/18/2015 THRU 99/99/9999

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

G/L ACCOUNT	NAME	AMOUNT
10 518.03-05-00	Mobile Phones & Pagers	131.90
10 518.09-21-00	Miscellaneous	18.00
10 520.03-01-00	Telephone & Voicemail	90.65
10 520.03-04-00	Water	34.37
10 520.03-05-00	Mobile Phones & Pagers	209.78
10 520.05-20-00	Small Office Equipment	74.99
10 520.07-43-01	Recycling Extravaganza	46.87
10 525.03-01-00	Telephone & Voicemail	200.09
10 525.03-04-00	Water	31.87
10 525.03-05-00	Mobile Phones & Pagers	82.19
10 525.09-21-00	Miscellaneous	112.95
10 535.06-05-03	Trail Maintenance	21.51
10 535.09-21-00	Miscellaneous	11.41CR
10 555.02-04-00	Domain Registrations	125.00
	*** FUND TOTAL ***	4,620.38
30 501.03-01-00	Telephone & Voicemail	279.27
30 501.03-06-00	Wi-Fi	39.99
30 501.06-01-00	Building Main & Repair	199.00
30 501.09-21-00	Miscellaneous	23.00
	*** FUND TOTAL ***	541.26
60 501.15-00-00	Expenditures	58.25
	*** FUND TOTAL ***	58.25

VENDOR SET: 01	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			1	5,219.89	0.00	5,219.89
BANK: AP		TOTALS:	1	5,219.89	0.00	5,219.89
REPORT TOTALS:			1	5,219.89	0.00	5,219.89

VENDOR SET: 01 City of Parkville  
 BANK: AP Pooled Cash Regular AP  
 DATE RANGE: 5/18/2015 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00097	P & G Hardware							
	I-Stmt 5/20/15							
	10 525.05-21-00	Equipment & Handtools	Paint, Hardware, Glo	18.48				
	10 525.06-01-00	Buildings Maint & Repair	Roof Repair Material	10.80				
	10 520.05-21-00	Handtools	Meas Tape, Nuts, Glu	28.92				
	40 520.07-32-00	Storm Sewers - General Repair	Concrete-Tp	18.76				
	10 520.05-21-00	Handtools	Caulk and Supplies-S	14.72				
	40 520.07-33-00	Street Repair Materials	Concrete-TP	37.52				
	10 525.05-21-00	Equipment & Handtools	Keys, Gloves-PK	20.79				
	10 501.06-01-00	Building Maint & Repair	Potting Soil-AD	7.98				
	10 535.05-21-00	Equipment & Handtools	Rake-NS	13.99				
	10 525.05-21-00	Equipment & Handtools	Misc hardware, Timme	44.52				
	60 501.15-00-00	Expenditures	Drill bit, bolts for	11.49				
	10 518.05-01-00	Office Supplies & Consumables	Batteries-CD	14.48				
	10 535.05-21-00	Equipment & Handtools	Paint, Sheers-NS	24.78				267.23

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

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	267.23	0.00	267.23
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

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

G/L ACCOUNT	NAME	AMOUNT
10 501.06-01-00	Building Maint & Repair	7.98
10 518.05-01-00	Office Supplies & Consumables	14.48
10 520.05-21-00	Handtools	43.64
10 525.05-21-00	Equipment & Handtools	83.79
10 525.06-01-00	Buildings Maint & Repair	10.80
10 535.05-21-00	Equipment & Handtools	38.77
	*** FUND TOTAL ***	199.46
40 520.07-32-00	Storm Sewers - General Repair	18.76
40 520.07-33-00	Street Repair Materials	37.52
	*** FUND TOTAL ***	56.28
60 501.15-00-00	Expenditures	11.49
	*** FUND TOTAL ***	11.49

## **CITY OF PARKVILLE Policy Report**

DATE: Thursday, May 21, 2015

PREPARED BY:  
Lauren Palmer  
City Administrator

REVIEWED BY:  
Kevin Chrisman  
Police Chief

ISSUE:

Approve a professional services agreement with Witt, Hicklin & Snider, P.C. (Andrew T. Coulson) to provide city prosecutor services.

BACKGROUND:

On December 4, 1990, the Board of Aldermen approved Ordinance No. 1190 to execute an agreement with Peter M. Schloss for prosecuting attorney services. The City contracted with Mr. Schloss to perform the duties of the city prosecutor as outlined in Section 125.020 of the Parkville Municipal Code. The Board of Aldermen added funding to the 2005 budget for an assistant city prosecutor. That position was subsequently assumed by Andrew T. Coulson.

In April 2015, Mr. Schloss announced his retirement as city prosecutor effective May 31, 2015. Based on consultation with Mr. Schloss and municipal court staff, it was determined that all of the city prosecutor services could be assumed by a single individual or firm, provided there was some provision for back-up services as needed. Therefore, the assistant city prosecutor position may be eliminated. Staff issued a Request for Proposals (RFP) to solicit interest in order to eliminate the assistant city prosecutor position and instead enter into a single contract to provide all prosecutorial services.

Five proposals were received in response to the RFP. A selection committee comprised of Lauren Palmer, city administrator; Kevin Chrisman, police chief; and Greg Plumb, ward 4 alderman; interviewed the four most qualified proposers. *Note: Mayor Nan Johnston reviewed proposals but had an unexpected conflict and was unable to participate in interviews.* Following interviews, the selection committee recommends Andrew T. Coulson as the best candidate to assume the duties of city prosecutor. Mr. Coulson has successfully served Parkville as assistant city prosecutor for a decade. He is familiar with the court staff and procedures which will allow for a seamless transition. He is a Parkville resident and a shareholder with the firm of Witt, Hicklin & Snider, P.C. of Platte City, MO.

Staff recommends that the Board of Aldermen approve a professional services agreement with Mr. Coulson's firm to provide prosecutor services on a contract basis. In the event that Mr. Coulson is unable to attend a municipal court date for any reason, other qualified members of the firm are available to provide services as needed. Mr. Coulson submitted his resignation as assistant city prosecutor, effective June 2, 2015, contingent upon approval of the professional services agreement.

BUDGET IMPACT:

The City currently pays annual fees of \$17,500 for the city prosecutor and \$4,800 for the assistant city prosecutor for a total annual cost of \$22,300. The proposed professional services agreement includes a base annual fee of \$15,000, resulting in annual savings of \$7,300. Additional services to handle appeals cases will be billed at an hourly rate of \$160.

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ALTERNATIVES:

1. Approve a professional services agreement with Witt, Hicklin & Snider, P.C. for city prosecutor services.
2. Approve a professional services agreement with Witt, Hicklin & Snider, P.C. subject to changes requested by the Board of Aldermen.
3. Do not approve the agreement and provide alternative direction to city staff.
4. Postpone the item.

STAFF RECOMMENDATION:

Approve a professional services agreement with Witt, Hicklin & Snider, P.C. for city prosecutor services.

POLICY:

Section 125.010 of the Parkville Municipal Code states that the Mayor, by and with the consent of the Board of Aldermen, may appoint a city attorney and city prosecutor. This is the same appointment process outlined in the Code for department head level positions in the City. Section 112.070.B. grants the City Administrator the power to recommend to the Board of Aldermen the appointment and removal of all subordinate employees, including department heads.

SUGGESTED MOTION:

I move to approve a professional services agreement with Witt, Hicklin & Snider, P.C. for city prosecutor services.

ATTACHMENTS:

1. Resume and firm profile
  2. Professional services agreement
-

## ANDREW COULSON

### **Current Employment**

- Shareholder: Witt, Hicklin & Snider, P.C.  
2300 Higgins Road, PO Box 1517  
Platte City, Missouri 64079
- City of Parkville, Assistant Prosecuting Attorney

### **Areas of Practice**

- Civil Litigation
- Consumer Bankruptcy Protection
- Real Estate Law
- Tax Appeals
- Family Law including Divorce, Modification and Paternity
- Juvenile Law
- Criminal Law
- Traffic and Municipal Ordinance Violations

### **Litigation Percentage**

- 50% of Practice Devoted to Litigation

### **Bar Admissions**

- Missouri, 2003
- Kansas, 2004
- U.S. Bankruptcy Court Western District of Missouri
- U.S. District Court Western District of Missouri
- Missouri Court of Appeals, Western District

### **Education**

- **Creighton University School of Law, Omaha, Nebraska**  
J.D. - 2003
- **Stetson University, Deland, Florida**  
Bachelor of Business Administration - 1999

### **Classes/Seminars**

- Missouri Municipal and Associate Circuit Judges Association  
Annual Conference 2005 to present

### **Professional Associations and Memberships**

- Missouri Bar Association
- Kansas Bar Association
- Platte and Clay County Bar Associations
- Missouri Municipal & Associate Circuit Court Prosecutor's Association

### **Past Employment Positions**

- Coulson Law Office, P.C., Attorney 2003 to 2014
- Clay County Prosecuting Attorney's Office, Clerk, Liberty, Missouri 2002 and 2003
- Pottawattamie County Attorney's Office, Clerk, Council Bluffs, Iowa 2001 and 2002

## MEMBERS OF THE FIRM



### **KEITH W. HICKLIN**

Keith W. Hicklin was admitted to the Missouri Bar in 1977 after earning a Bachelor's degree and law degree from the University of Missouri - Columbia. An experienced trial attorney and former prosecuting attorney, Keith is admitted to practice before the U.S. District Court, Eastern and Western Districts of Missouri. Keith is a former President of the Platte County Bar Association and continuing member of the Bank Counsel Section of the Missouri Bankers Association. Keith is currently serving terms on the Judicial Performance Evaluation Committee and the Judicial Commission for the Sixth Judicial Circuit. [khicklin@wittlaw.com](mailto:khicklin@wittlaw.com)



### **JENNIFER SNIDER**

Jennifer M. Snider was admitted to the Missouri Bar in 2002 after graduation from the University of Missouri-Columbia School of Law and School of Journalism. She has been a shareholder in the Firm since 2005. During law school, Jen worked for the University of Missouri and in the Consumer Protection Division of the Missouri Attorney General's office. Jen, a former President of the Platte County Bar Association, is admitted to practice before the U.S. District Court and U.S. Bankruptcy Courts, Eastern and Western Districts of Missouri. She and her family reside in Southern Platte County. [jsnider@wittlaw.com](mailto:jsnider@wittlaw.com)



### **JENNIFER M. FAIN**

Jennifer, a lifelong Platte County resident, is a 2009 graduate of the University of Tulsa College of Law, and earned a Bachelor's Degree from the University of Missouri - Kansas City. She joined the Firm in 2009 and became a shareholder in 2012. Prior to joining the firm, Jennifer clerked at the Tulsa County Public Defender's Office. During law school, she was a Judicial Intern for the Honorable James E. Welsh of the 7<sup>th</sup> Judicial Circuit of Clay County, Missouri, and a law Clerk for the Clay County, Missouri, Prosecutor's Office. She and her husband reside in Platte City, Missouri. [jfain@wittlaw.com](mailto:jfain@wittlaw.com)



### **ANDREW T. COULSON**

Andrew T. Coulson was admitted to the Missouri Bar in 2003 and Kansas Bar in 2004 after graduation from Creighton University School of Law. During law school, Andrew clerked for the Pottawattamie County Attorney in Council Bluffs, Iowa and assisted low-income families at Creighton's Civil Law Clinic. Prior to joining Witt, Hicklin & Snider, P.C., he was a partner in a Liberty, Missouri firm. Andrew is admitted to practice before the United States Bankruptcy Court and United States District Court for the Eastern and Western Districts of Missouri and the Missouri Court of Appeals, Western District. He resides in Parkville, Missouri with his wife and son. [acoulson@wittlaw.com](mailto:acoulson@wittlaw.com)

## PROSECUTING ATTORNEY PROFESSIONAL SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this 2<sup>nd</sup> day of June, 2015 by and between the CITY OF PARKVILLE, MISSOURI ("City") and Witt, Hicklin and Snider, P.C. ("City Prosecutor").

WHEREAS, the City requires the services of a licensed attorney to act as city prosecutor to fulfill the duties outlined in Section 125.020 of the Parkville Municipal Code, and other related duties; and

WHEREAS, Witt, Hicklin and Snider, P.C. was chosen through a qualifications and fee based selection process and has demonstrated the necessary expertise, experience, and personnel to perform the Services.

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

### **I. SCOPE OF SERVICES**

- A. The term "Services" when used in this Agreement shall mean any and all city prosecutor services provided by the City Prosecutor in accordance with this Agreement.
- B. The City agrees to retain City Prosecutor and City Prosecutor agrees to perform and complete the following services:
  - i. Basic Services: City Prosecutor shall prosecute cases before the Parkville Municipal Court and any appeals therefrom. The City Prosecutor must be available for general court appearances two to three nights a month. Basic Services includes all preparation for court appearances including conferences with defendants, defense attorneys, the municipal judge, city staff (including police and code enforcement officers), and all legal research necessary for the prosecution of cases to be tried in municipal court. Court is usually held on the first and third Thursdays of the month, but the schedule is subject to change at the discretion of the judge. In addition, the prosecutor will provide advice and counsel to city officials regarding the prosecution of ordinance violations and code enforcement.
  - ii. Additional Services: Additional Services shall include appearances in the Circuit Court of Platte County and all appellate courts of the State of Missouri as required.
- C. City Prosecutor shall provide Additional Services under this Agreement only upon written request of the City and only to the extent defined and required by the City. Any additional services or materials provided by the City Prosecutor without the City's prior written consent shall be at the City Prosecutor's own risk, cost, and expense, and City Prosecutor shall not make a claim for compensation from the City for such work.

### **II. STANDARD OF CARE**

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

### **III. COMPENSATION**

- A. As consideration for providing the Services, the City shall pay City Prosecutor as follows:

- a. Basic Services will be billed in the flat-fee amount of one thousand two hundred fifty dollars (\$1,250.00) per month.
  - b. Additional Services will be billed in the amount of one hundred sixty dollars (\$160.00) per hour in addition to the flat-fee amount in paragraph (a) above.
  - c. City Prosecutor is not eligible for reimbursement for miscellaneous expenses including travel, transportation, postage, etc. for the day-to-day costs associated with delivery of the Services.
  - d. Subject to annual appropriations, the City will pay costs for one attorney to annually attend the Missouri Municipal and Associate Circuit Judges Association annual conference for legal education. Allowable expenses for both advance payment and reimbursement will be determined and paid in accordance with Section 7 of the Parkville Personnel Manual regarding Employee Expense Reports and Advances, as may be amended from time to time.
- B. City Prosecutor shall submit an itemized invoice to the City on the first day of each month that details the Services that were provided in the month immediately prior, as well as any other charges or reimbursements to which the City Prosecutor is entitled by this Agreement. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify City Prosecutor of the nature of the dispute regarding the balance.
  - C. City Prosecutor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

**IV. SCHEDULE**

- A. Unless otherwise directed by the City, City Prosecutor shall commence performance of the Services upon execution of this Agreement.
- B. City Prosecutor will be prepared for and make appearance on the City's behalf on all scheduled municipal court dates.
- C. Neither the City nor the City Prosecutor shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.

**V. LIABILITY AND INDEMNIFICATION**

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

- B. City Prosecutor's obligation to indemnify and hold harmless shall remain in effect and shall be binding on City Prosecutor whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.

**VI. INSURANCE**

The City Prosecutor shall secure and maintain, at its expense, and through the duration of this Agreement, professional liability insurance on an occurrence basis with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate coverage. City Prosecutor shall also secure and maintain Worker's Compensation and Employer's Liability Insurance, when applicable, at the limits required by state and/or federal law.

**VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL**

- A. Andrew T. Coulson will be assigned as the primary attorney to provide the Services. City Prosecutor's assignment of other personnel to perform the Services shall be subject to the City's oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any and all employees of the City Prosecutor.
- B. While upon City premises, the City Prosecutor's employees and agents shall be subject to the City's rules and regulations respecting its property and the conduct of employees thereon.

**VIII. OWNERSHIP OF WORK PRODUCT**

City Prosecutor agrees that any documents, materials and work products produced in whole or in part through it under this Agreement, any intellectual property rights of City Prosecutor therein (collectively the "Works") are intended to be owned by the City. Accordingly, City Prosecutor hereby assigns to the City all of its right title and interest in and to such Works. City agrees to provide an email address to City Prosecutor. All emails, including attachments, under or using this address shall be considered and will remain the property of the City of Parkville.

**IX. RELATIONSHIP OF THE PARTIES**

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

**X. NOTICES**

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

- A. Notices sent by the City shall be sent to:  
Witt, Hicklin, & Snider, P.C.  
Attn: Andrew T. Coulson  
2300 Higgins Road  
P.O. Box 1517  
Platte City, MO 64068

**XI. TERM AND TERMINATION**

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.
- B. The term of this Agreement shall be until June 30, 2016. The Agreement shall automatically renew each July 1 for an additional one (1) year term unless notice is given by either party to the other party at least sixty (60) days in advance of the renewal date of intention to terminate or re-negotiate the terms of the Agreement.
- C. Notwithstanding Article XI, Paragraph B, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days written notice to the City Prosecutor. The City shall compensate City Prosecutor for the Services that have been completed to the City's satisfaction as of the date of termination. City Prosecutor shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

**XII. MISCELLANEOUS PROVISIONS**

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

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

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

CITY OF PARKVILLE, MISSOURI

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

Nanette K. Johnston, Mayor

ATTEST:

\_\_\_\_\_

Melissa McChesney, City Clerk

Witt, Hicklin, & Snider, P.C.

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

Andrew T. Coulson, Shareholder

## **CITY OF PARKVILLE**

### **Policy Report**

Date: May 26, 2015

Prepared By:  
Alysen Abel  
Public Works Director

Reviewed By:  
Lauren Palmer  
City Administrator

ISSUE:

Approve the purchase of hydrogen sulfide / odor control chemicals from Brenntag for the sanitary sewer lines in the Riss Lake subdivision.

BACKGROUND:

The Riss Lake subdivision is primarily served by force main sewers. The City pumps a chemical solution into these sewers to react to the sewage to reduce the amount of hydrogen sulfide in the waste water. This reduces the potential for odor, corrosion caused by hydrogen sulfide gas, and dangerous gas buildup.

The storage tank at Riss Lake holds up to 4,000 gallons of liquid chemical. Staff typically receives the chemical in two deliveries throughout the year to meet the system demand of approximately 20-25 gallons per day. In the past, the City has also used Bioxide. In 2014, the City used Robin 4000, which has the same chemical properties as Bioxide. The quote provided in the previous purchase order expired on December 31, 2014.

There are two companies in the Kansas City area that provide the odor control chemicals. Both companies were contacted by City staff; only one company provided a quote.

Brenntag – Robin 4000      \$2.48 per gallon (guaranteed through 5/31/16)

In 2014, Brenntag's quote for Robin 4000 was \$2.38 per gallon. Based on conversations with the vendor, the \$0.10 per gallon cost increase is due to the increased freight charges.

It has been 7 years since the City has used Bioxide, which is supplied by Evoqua. Mostly, the company has failed to respond to past bid requests. When the company has responded, its quotes were consistently higher than the Robin 4000 product. In 2014, Evoqua provided a quote of \$2.415 per gallon.

According to the City's purchasing policy, this item should be presented to the Finance Committee for a recommendation to the Board of Aldermen. Though the existing purchase order expired in December, due to adequate supply levels of the liquid chemical, staff did not seek new quotes until early May. As of May 27, 2015, the tank has approximately 950 gallons. If the level of the tank falls under 200 gallons, this might have an effect on the odor control. If staff waits an additional two weeks to present this item to the Finance Committee, system levels in the tank are expected to get below the 200 gallon level. Therefore, staff requests that the Board approve this expense, without a recommendation from the Finance Committee, allowing the immediate purchase of the liquid chemical to ensure an adequate storage volume. To avoid this situation in the future, staff will accept quotes and prepare a recommendation for a new purchase order closer to the expiration date of the existing purchase order and before chemical levels fall so low.

**BUDGET IMPACT:**

The Sewer Fund includes \$19,000 (line item 30-07-91-00) for the purchase of odor control chemicals. Staff is requesting purchasing authority of up to \$19,840 to allow two deliveries of 4,000 gallons of liquid chemical. Although the requested amount exceeds the budget by \$840, there is funding available in the Sewer Fund to cover the overage.

**ALTERNATIVES:**

1. Approve the purchase of Robin 4000 from Brenntag at a rate of \$2.48 per gallon, in an amount not to exceed \$19,840.
2. Refer the purchase to the Finance Committee for a recommendation.
3. Do not authorize the purchase order and provide alternative direction to staff.
4. Postpone the item.

**STAFF RECOMMENDATION:**

Staff recommends approval of the purchase of Robin 4000 from Brenntag at a rate of \$2.48 per gallon, in an amount not to exceed \$19,840.

**FINANCE COMMITTEE RECOMMENDATION:**

This item was not presented to the Finance Committee. Staff requests that the Board approve this expense, without a recommendation from the Finance Committee.

**POLICY:**

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

**SUGGESTED MOTION:**

I move to approve the purchase of Robin 4000 from Brenntag at a rate of \$2.48 per gallon, in an amount not to exceed \$19,840.

**ATTACHMENT:**

1. Purchase Order

**PURCHASE ORDER**  
(non-construction)

**CITY OF PARKVILLE (PURCHASER)**

**8880 Clark Avenue**

Parkville, MO 64152

Phone: 816-741-7676 Fax: 816-741-0013

Date: June 2, 2015

Upon proper acceptance, we agree to purchase from you upon terms and conditions set forth below and on the attached pages hereto.

**VENDOR**

**Brenntag Mid-South, Inc.**

5200 Stillwell Avenue

Kansas City, MO 64120

Phone: 816-483-9996 Cell: 816-585-2241 Fax: 816-245-4685

**SHIP TO:**

City of Parkville  
8000 Agron, Riss Lake Subdivision  
Parkville, Missouri 64152 (Nearest address for GPS)

**INVOICE TO:**

Parkville City Hall, 8880 Clark Ave., Attn: Richard Wilson, Parkville, MO 64152

***ALL MATERIAL SHALL BE DELIVERED TO PURCHASER FREIGHT PREPAID, UNLESS OTHERWISE SPECIFIED BELOW.***

---

Vendor agrees to furnish the following goods in accordance with the terms and provisions of this Purchase Order Agreement consisting of 6 pages including attachments. Purchaser agrees to pay a **UNIT PRICE of Two and 48/100---- Dollars (\$ 2.48) per gallon** for such materials, subject to any additions or deductions agreed upon in writing. **Freight charges are included in purchase price and sales taxes will not be charged to the Purchaser as a tax exempt entity. Purchaser will provide Vendor with a Tax Exemption Certificate upon request.** Payment is to be made within **thirty (30 days)** after delivery of goods and receipt of invoice. This purchase order is only valid through May 31, 2016.

ITEMS:

Robin 4000 chemical odor control for Riss Lake Subdivision. Chemical to be ordered on an as-needed basis.

See Attachment "A" – Terms and Conditions  
See Attachment "B" – Insurance Requirements  
See Attachment "C" – Brenntag quote dated 5/7/15

SCHEDULE OF DELIVERY:

F.O.B. 8000 Agron, Riss Lake Subdivision, Parkville, MO 64152

Please contact Richard Wilson at 816-215-3690 at least 24 hours in advance to schedule delivery.

**NOTE: All Terms and Conditions for Purchase Order attached hereto are incorporated herein by reference and made a part of this Purchase Order.** Vendor's signature and return of this document as presented, or its delivery of any of the items covered by this Purchase Order, shall constitute acceptance of all of its terms and conditions. If this Purchase Order is not signed and returned to Purchaser within ten (10) days of the date stated on page 1 above, however, it may be deemed voidable at the option of Purchaser. Payment shall not be due until Vendor has furnished Purchaser, with the required Certificates of Insurance and any other documents required by Purchaser.

**All terms in any offer, bid, order acknowledgement or other document that are inconsistent with the terms stated herein are explicitly rejected and not a part of this Purchase Order.**

**CITY OF PARKVILLE, MISSOURI. ("Purchaser")**

**BRENNTAG MID-SOUTH, INC. ("Vendor")**

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

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

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

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

## Attachment "A"

### TERMS AND CONDITIONS FOR CITY OF PARKVILLE PURCHASE ORDER

**1. Packing and Shipping:** (a) Every possible precaution and measure must be taken in packing, crating and preservation of goods prior to shipment to minimize in-transit and storage damage. The goods are to be packed and preserved for outdoor shipping and storage, unless otherwise directed by Purchaser. (b) If individually packaged, each item shall be tagged or stenciled legibly identified and shall include the following: (1) name of Vendor; (2) shipping address; (3) Purchase Order #; (4) equipment I.D. #.; (5) box and package no.; (6) weight. (c) Unless Purchaser has specified that goods may be shipped immediately, a release for fabrication or delivery date will be established. No fabrication is to be started or shipments made until approval is obtained on Vendor's submittal data and Vendor has received Purchaser's release, if required. (d) Unless Purchaser directs otherwise above, Purchaser is to be advised by Vendor on shipping date of: routing, name of carrier, trailer or pro numbers; total weight; and estimated time of arrivals. Carrier is to notify Purchaser at least 48 hours prior to delivery at (816) 741-7676 or aabel@parkvillemo.gov in order to facilitate unloading. (e) Purchaser it to inspect the goods at any time prior to shipment as well as upon delivery, but neither delivery nor inspection of goods shall constitute acceptance of them

**2. Work, Liens and Walvers:** Vendor agrees both to deliver the material to Purchaser and to perform the work free and clear of all claims, encumbrances or liens. Further if at any time there is evidence of any invoice, bill, lien or other claim with respect to this Purchase Order which is not paid by the Vendor, the Purchaser shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify against such invoice, bill, lien or claim. If within 30 days, the Vendor has failed to resolve the claim for payment, or failed to provide a bond to protect the Purchaser and Owner against such claim, the Purchaser shall have the right to make payment on such claim out of the funds of the Vendor. If not such funds are available, the vendor shall refund to the Purchaser all moneys that the Purchaser has in good faith paid in discharging any such claim or lien.

**3. Vendor shall maintain liability and other insurance as set forth on Attachment "A" in amounts, with coverage and in companies satisfactory to Purchaser.**

**4. Warranties.** (a) Vendor warrants that all work and material will be free from defects, of good quality and workmanship, suitable for their intended purposes and in strict accordance with all requirements of Purchaser, and will meet all capacities, functional tests and criteria required in them. (b) Vendor warrants that it is in full compliance with all applicable laws, including but not limited to the Fair Labor Standards Act, OSHA, EEOC and laws affecting employment of aliens. (c) Vendor shall furnish to Purchaser all MSDS sheets relevant to items furnished hereunder.

**5. Freight and Taxes:** Unless otherwise specified on the face hereof, freight charges included in the total price shown on the face hereof to be paid Vendor by Purchaser, and Vendor assumes, accepts exclusive liability for and agrees to pay all freight and all taxes (exclusive of sales and use tax, from which Purchase is exempt), contributions and assessments, including any federal, state or municipal old age benefit, social security or unemployment compensation law and or excise taxes.

**6. Time is of the Essence.** Vendor agrees to perform the work and furnish the goods called for as stated above by Purchaser.

**7. Indemnification:** Vendor agrees to indemnify, defend and hold harmless Purchaser from and against all claims, damages, losses, causes of action and expenses (i) arising out of injury to (including death of) any persons or damage to property alleged to have been caused in whole or in part by any act or omission of Vendor, its agents, employees, sub-subcontractors, Vendors or invitees, (ii) caused in whole or in part by any act or omission (whether or not negligent) of Vendor, its agents, employees, sub-subcontractors, Vendors or invitees, in the performance of the P.O. and (iii) arising out of (a) Vendor's payment of contributions, penalties or interest due under any state Employment Security Law; (b) any alleged defects or failures in Vendor's products; (c) all tax

liabilities of Vendor; (d) any infringement of patent, trademark or trade secrets; and (e) any mechanic's liens or payment bond claims by those claiming payments owed by Vendor. Vendor shall defend all suits brought against Purchaser on account of any such claims of liability, shall pay any settlements made or judgments rendered with respect thereto, and shall reimburse and indemnify Purchaser for all expenses, including court costs and reasonable attorneys' fees, incurred by Purchaser. The obligations set forth in this paragraph are continuing and shall survive occupancy, completion of the construction project, termination of the Purchase Order, acceptance of work, or final payment to Vendor.

The obligations under the preceding paragraph shall not be limited by a limitation on amount or type of damages, compensation, or benefit by or for the Vendor or Vendor's sub-vendor under worker's or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

**8. Changes:** Purchaser reserves the right to order changes in writing in the goods required hereunder and this Purchase Order shall be modified accordingly. No change shall be made in this Purchase Order without such written order and no claim of payment by Vendor for extras will be allowed unless such payment and such extra goods are agreed to in writing by Purchaser.

**9. Remedies:** If Vendor shall fail to perform in a timely manner, Purchaser may (in addition to all other rights) demand immediate cure of Vendor's default, correct Vendor's default, or obtain conforming goods elsewhere at Vendor's expense. In any case, Purchaser shall be entitled to recoup from Vendor all its loss, cost and expense incurred as a result of Vendor's default, including replacement of such defective work and damage to other work, and shall perform Vendor's warranty with respect thereof.

**10. Disputes:** Vendor agrees that all disputes under this Purchase Order shall be resolved in the Circuit Court of Platte County,

Missouri or the U.S. District Court for the Western District of Missouri. This Purchase Order shall be construed under the laws of the State of Missouri.

Nothing contained herein shall excuse Vendor from completion of the work in the manner provided in this Purchase Order, nor shall the pendency of any dispute or arbitration proceeding excuse any interruption, deficiency, delay, default or noncompliance therewith.

**11. Pricing:** If price is omitted on this Purchase Order and not otherwise agreed to in writing, then the price to apply hereto will be the prevailing market price at (a) time of order or (b) time of delivery, whichever is less.

**12. Termination:** Purchaser by written notice to Vendor may at any time terminate and cancel this P.O. with respect to any work which remains undone and any materials which remain undelivered on the date of such notice. In the event of such cancellation, Vendor shall promptly stop all deliveries and work called for by this Purchase Order, and Purchaser's responsibility to Vendor is limited to paying Vendor for all goods delivered as of the date of termination. Other than as specifically provided for herein, Vendor shall not be entitled to claim or recover damages or loss of profits from Purchaser on account of any such cancellation, delays suffered by Vendor, irrespective of cause, or the rejection by Purchaser of any goods shipped under this Purchase Order..

**13. Payment:** Vendor shall be paid by Purchaser upon receipt and inspection of the goods within the time set forth on this Purchase Order.

**14. Assignment:** Vendor may not assign or transfer this Purchase Order or any part hereof without the prior written consent of Purchaser.

**15. This Purchase Order is the final and integrated agreement of the parties, superseding all negotiations and prior agreements of the parties.**

## ATTACHMENT "B"

### INSURANCE REQUIREMENTS

1. Vendor agrees to procure and carry, at its sole cost, until completion of this Purchase Order and all applicable warranty periods, all insurance, with identical limits of liability and scope of coverages, as set forth below; provided, however:

1.1 All insurance is to be issued by companies and with liability limits acceptable to Purchaser.

1.2 Purchaser reserves the right to review certified copies of any and all insurance policies to which this Purchase Order is applicable.

1.3 Insurance certificates, written on a standard ACORD form, and a copy of the additional insured endorsement, must be received by Purchaser prior to any payment by Purchaser or delivery of goods.

2. Such insurance shall include the following terms and conditions:

2.1 All coverages obtained by Vendor, except professional liability if applicable, shall be on an occurrence policy form and not on a claims made policy form.

2.2 The cost of defense of claims shall not erode the limits of coverage furnished.

2.3 Advance notice of cancellation. All insurance certificates will state that all coverages are in effect and will not be canceled without thirty (30) days' prior written notice to Purchaser and other required additional insureds (except for non-payment of premium, for which at least ten (10) days advance notice shall be given to Purchaser) of such insurance and shall contain an endorsement stating the insurers agreement to provide such notice, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms, such as ACORD forms. A copy of the Notice of Cancellation Endorsement must be furnished to Purchaser prior to delivery of goods.

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

2.5 Comprehensive Automobile Liability Insurance. Vendor shall maintain comprehensive automobile insurance, including contractual liabilities insuring the indemnities set forth in this Purchase Order covering all owned, non-owned and hired automobiles used in connection with delivery of goods shall have minimum bodily injury and property damage limits of \$1,000,000.00 combined single limit per occurrence. An MCS-90 endorsement shall be procured when applicable.

2.6 Commercial General Liability Insurance. Vendor shall obtain and maintain Commercial General Liability Insurance, on an occurrence form for the hazards of (i) construction operation, (ii) subcontractors and sub-subcontractors (iii) independent contractors, (iv) products and completed operations (with completed operations to remain in force for two years following project completion), (v) explosion, collapse and underground, and (vi) contractual liability insuring the indemnities set forth in the Purchase Order, including personal injury, death and property damage.

2.7 Excess Liability. Vendor shall maintain Excess Liability coverage on an umbrella form with minimum limits of \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate.

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

2.9 Additional Insureds. Purchaser shall be included as additional insureds under Vendor's furnished insurance, for ongoing and completed operations, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/12), under the commercial general liability policy. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING.

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

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

4. Patent Liability. Vendor shall protect, defend and save Purchaser harmless from any liability, including costs and expenses, for, or on account of, any patented or unpatented invention, article or appliance manufactured or used in the performance of this Purchase Order, including their use by Owner and further agrees to pay all loss and expense incurred by Purchaser by reason of any such claims or suits, including attorneys' fees.

5. Professional Liability. If any design or other professional services are included in the Purchase Order, Vendor shall purchase, and maintain for a period of three years after the date of Final Completion, insurance covering claims arising out of the performance or furnishing of Design or Professional Services and for claims arising out of allegations of errors, omissions or negligent acts in connection with the Purchase Order. The policy shall be at least as broad as the coverage provided in Design Liability Policy, Member Companies of CNA Insurance, Form G-115692-A (Ed 02/96), with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.

5.1. Vendor shall require each designer providing design services engaged by Vendor to provide identical coverage.

**From:** Marc Peterson/Mid-South/Brenntag  
**Sent:** Friday, May 29, 2015 12:14 PM  
**To:** Richard Wilson  
**Subject:** Robin 4000 pricing

Richard,

I am happy to be able to provide you the following pricing on Robin 4000.

Robin 4000                      bulk delivery                      \$2.48/gallon firm through 5/31/16.

Thanks for your business and will talk to you soon.

Regards,



## **CITY OF PARKVILLE**

### **Policy Report**

Date: Tuesday, May 26, 2015

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

Reviewed By:  
Lauren Palmer  
City Administrator

ISSUE:

Request to approve a contract for professional services with Gould Evans of Kansas City to update the zoning code and subdivision regulations in an amount not to exceed \$74,800.

BACKGROUND:

Many of the City's codes and regulations were adopted over 40 years ago. Although many sections have been amended as needed, the zoning and subdivision regulations have not been comprehensively updated. In 2009, the City of Parkville adopted a Master Plan projecting future growth and development. The City seeks to develop clear, understandable, and user-friendly zoning and subdivision regulation documents that: a) are consistent with existing City plans and policies, b) implement the 2009 City of Parkville Master Plan, and c) tailor development and design standards for the City's diverse development contexts and needs. The City also seeks a balanced approach to regulation in terms of facilitating growth and development while protecting Parkville's character, landscapes, resources, public health, safety, and welfare.

On Thursday, February 12, 2015, staff issued a request for proposal (RFP) soliciting proposals from qualified consulting firms with proven experience in evaluating, writing, and implementing zoning and subdivision regulations, to prepare an update to the City's existing zoning and subdivision regulations, including an updated zoning map. The RFP was posted on the City's webpage and advertised through the Missouri Municipal League; Kansas League of Municipalities; and the National, State and Local American Planning Association chapters. In addition, copies were e-mailed to consultants throughout the Kansas City metropolitan area and other known consultants in Kansas and Missouri. A pre-conference meeting was held on Monday, February 23, 2015, and three firms attended. Separately, staff spoke with two other interested firms. Sealed proposals were accepted through Monday, March 6<sup>th</sup> at noon.

Gould Evans was the only firm to submit a proposal. They are the same firm providing services on the 45 Highway Corridor plan. Gould Evans is an architecture, planning and design firm located nearby in Kansas City, Missouri (Westport area). Their proposal met all submittal criteria, demonstrated that the firm is qualified, has a clear project understanding, and represented that they can complete the project within the budgeted funds. The project team is led by a lawyer who is also a planner. The team also includes an urban planner, landscape architect, and urban designer. The lawyer and urban planner are both involved in our 45 Highway Corridor project and have some understanding of local issues as a result of that project.

Gould Evans provided six examples of work that demonstrated their planning and zoning experience and expertise. Staff contacted references for each of the projects. With the exception of one reference, who could not be reached, all references spoke very highly of Gould Evans and the team's project manager. Each stated Gould Evans provided excellent services and they would recommend the firm for our project. With one exception, the projects were confirmed to have been completed on time and within budget. The exception was noted to be a

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result of staff delays and requests for additional services, extending the timeline. Among the references was our Planning and Zoning Commission Chairman Dean Katerndahl. Chairman Katerndahl is also the Government Innovations Forum Director for Mid-America Regional Council. In this position, he worked with Gould Evans on the development of model sustainable development codes developed for MARC. Separately, staff reached out to others not on Gould Evans' reference list and received similar feedback regarding the firm's experience, expertise and professionalism.

Because only one proposal was received, Staff reached out to other firms who had contacted the City or attended the pre-proposal meeting. The two firms who attended the pre-proposal meeting stated that the budget was tight but adequate to complete the project. One stated that they did not have in-house legal expertise and tried to team with a legal firm, but could not make arrangements in time to submit. The other had the legal expertise, but determined that their work load would not allow them to meet our timeline. They estimated they would have needed another 6 to 9 months to complete the project. Staff also spoke to two other firms who expressed interest but did not attend the pre-proposal conference. The first was a law firm who represents a number of developers in the area and concluded they have conflicts of interest and would have had to team with other firms which would not have been cost effective for our budget. The other firm was not from the Kansas City metro and decided they could not provide the services due to anticipated travel expenses and the need to team with a local firm limiting the efficiency of their services. With the exception of a firm that expressed early concern that we would award the project to a firm already working for Parkville, no other firms shared concerns about the RFP, budget, or working with the City.

Gould Evans proposed completing the project for \$74,800 which is within the amount budgeted for the project. This leaves \$10,200 for associated project costs including publishing hearing notices, legal review, supplies for meetings, and recording costs.

The contract includes an extended timeline to address concerns raised about trying to hold meetings in the late fall and winter and due to conflicts with the budgeting process. Per the contract, draft code updates are to be completed in early 2016 with final public meetings and adoption scheduled in spring 2016.

**BUDGET IMPACT:**

The 2015 Capital Improvement Program (CIP) includes \$85,000.00 from the General Fund (Capital Outlay 10-560-51-80-00) for updating the zoning and subdivision regulations. Staff is recommending that \$74,800 be allocated for the update with the remaining \$10,200 to be used for associated legal fees (review by legal counsel), recording expenses, meeting expenses, and other associated project costs.

**ALTERNATIVES:**

1. Approve a contract for professional services with Gould Evans to update the City's zoning code and subdivision regulations for an amount not to exceed \$74,800.
2. Do not approve the contract and provide alternative direction to staff.
3. Postpone the item.

**STAFF RECOMMENDATION:**

Staff recommends approving a contract for professional services with Gould Evans to update the City's zoning code and subdivision regulations for an amount not to exceed \$74,800.

**FINANCE COMMITTEE RECOMMENDATION:**

At their April 13, 2015, meeting, the Finance Committee directed staff to proceed with negotiating a final contract with Gould Evans and recommend that the Board of Aldermen

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**ITEM 5C**  
*For 06-02-15*  
**Board of Aldermen Meeting**

execute a contract with Gould Evans to update the City's zoning code and subdivision regulations for an amount not to exceed \$74,800.

POLICY:

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

SUGGESTED MOTION:

I move to approve a contract for professional services with Gould Evans to update the City's zoning code and subdivision regulations for an amount not to exceed \$74,800, and authorize the mayor to execute the same.

ATTACHMENTS:

1. Contract for professional services (professional services agreement)
  2. Proposal (available on request)
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**PROFESSIONAL SERVICES AGREEMENT  
FOR ZONING AND SUBDIVISION REGULATION UPDATES**

THIS SERVICE AGREEMENT, entered into on this 2<sup>nd</sup> day of June, 2015 by and between the CITY OF PARKVILLE, MISSOURI (“City”) and Gould Evans (“Service Provider”).

WHEREAS, the City desires to update zoning and subdivision regulations as necessary to comply with current legislation and best practices and to help implement the goals and objectives of the City’s Master Plan; and

WHEREAS, the City has budgeted funds for professional services necessary to evaluate and update the City’s zoning and subdivision regulations (“Project”); and

WHEREAS, Service Provider was chosen through a request for proposals (RFP) selection process and has demonstrated the necessary expertise, experience, and personnel to complete the project on time and within budget.

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

**I. SCOPE OF SERVICES**

- A. The term “Services” when used in this Agreement shall mean any and all professional services provided by the Service Provider or any sub-consultants to the Service Provider in accordance with this Agreement.
- B. Service Provider agrees to perform and complete the following Services:
  - i. See Exhibit A, *Scope of Services: City of Parkville Zoning and Subdivision Regulation Updates*, attached hereto and incorporated herein by reference.
- C. Service Provider shall provide Additional Services under this Agreement only upon written request of the City and only to the extent defined and required by the City. Any additional services or materials provided by the Service Provider without the City’s prior written consent shall be at the Service Provider’s own risk, cost, and expense, and Service Provider shall not make a claim for compensation from the City for such work.

**II. STANDARD OF CARE**

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

**III. COMPENSATION**

- A. As consideration for providing the Services, the City shall pay Service Provider as follows:
  - 1. Services shall be provided for a lump sum of \$74,800, to be paid in installments for completion and acceptance of phases as follows:
    - i. Phase 1 Initiation .....\$3,600
    - ii. Phase 2 Analysis .....\$11,500
    - iii. Phase 3 Discussion .....\$13,300
    - iv. Phase 4 Initial Draft .....\$23,300
    - v. Phase 5 Final Draft.....\$15,700
    - vi. Phase 6 Adoption ..... \$7,400

2. Service Provider is not entitled to reimbursement for miscellaneous expenses including but not limited to travel, transportation, postage, without prior written approval from the City.
- B. Service Provider shall submit an itemized invoice to the City with descriptions of the work performed for each phase. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Service Provider of the nature of the dispute regarding the balance.
- C. Service Provider shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

#### **IV. SCHEDULE**

- A. Unless otherwise directed by the City, Service Provider shall commence performance of the Services upon execution of this Agreement.
- B. Services shall be completed on or before June 30, 2016, unless otherwise approved in writing by the City of Parkville.
- C. Neither the City nor the Service Provider shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.
- D. If Service Provider's performance is delayed due to delays caused by the City, Service Provider shall have no claim against the City for damages or payment adjustment other than an extension of time to perform the Services.

#### **V. LIABILITY AND INDEMNIFICATION**

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

#### **VI. INSURANCE**

- A. The Service Provider shall secure and maintain, at its expense, through the duration of this Agreement Commercial General Liability Insurance on an occurrence basis with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate coverage. Service Provider

shall also secure and maintain Worker's Compensation and Employer's Liability Insurance, when applicable, at the limits required by state and/or federal law. The City will only accept coverage from an insurance carrier that offers proof that it :

1. Is licensed to do business in the State of Missouri;
  2. Carries a Best's policy holder rating of A or better; and
  3. Carries at least a Class X financial rating.
- B. Service Provider shall furnish the City with a Certificate of Insurance on a standard ACORD form, indicating types of insurance, policy numbers, dates of commencement and expiration of policies and carriers. Service Provider shall cause the City to be included as an Additional Insured, and shall require its insurer to provide the City with at least 30 days advance notice of cancellation. Service Provider shall deliver to the City a copy of an Additional Insured Endorsement, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/13 or other carrier form) and a Notice of Cancellation Endorsement, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms. A copy of the Notice of Cancellation Endorsement and Additional Insured Endorsement must be furnished to the City prior to commencement of any services on City property.

**VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL**

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

**VIII. OWNERSHIP OF WORK PRODUCT**

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

**IX. RELATIONSHIP OF THE PARTIES**

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

**X. NOTICES**

- A. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section:

B. Notices sent by Service Provider shall be sent to:  
City of Parkville  
Attn: City Administrator  
8880 Clark Ave.  
Parkville, MO 64152

C. Notices sent by the City shall be sent to:  
Gould Evans  
Attn: Dennis Strait, Principal  
4041 Mill Street  
Kansas City, MO 64111

**XI. TERM AND TERMINATION**

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.
- B. The term of this Agreement shall be until all Services are satisfactorily completed and accepted by the City.
- C. Notwithstanding Article XI, Paragraph B, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days written notice to the Service Provider. The City shall compensate Service Provider for the Services that have been completed to the City's satisfaction as of the date of termination. Service Provider shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

**XII. MISCELLANEOUS PROVISIONS**

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

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

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

CITY OF PARKVILLE, MISSOURI

By: \_\_\_\_\_  
Nanette K. Johnston, Mayor

ATTEST:

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

Gould Evans

By: \_\_\_\_\_  
Dennis Strait, AIA, ASLA  
Principal

**Exhibit A**  
**Scope of Services: City of Parkville Zoning and Subdivision Regulation Updates**

**Phase 1 – Initiation**

*Task 1.1 - City Staff Kickoff Meeting.* Project manager meeting with City Staff (any staff that regularly use the zoning code and subdivision regulations).

- a. Review: 1) project timeline; 2) major project benchmarks; 3) tentative meeting dates; 4) roles of City Staff, the Advisory Committee, Planning and Zoning Commission and the Board of Aldermen; and 5) procedure for adoption of code revisions.
- b. Review and discuss City Staff provided materials: 1) copies of zoning and subdivision regulations; 2) adopted master plan; 3) summary of major plan objectives; 4) summary of issues previously identified; and 5) any other pertinent project information.
- c. Identify initial list of project stakeholders and strategies for ensuring participation. Identify key community leaders that can help foster participation.
- d. Identify City Staff goals and objectives.

*Task 1.2 - Code and Plan Review.* Project team to review City Staff provided materials prior to development review meeting.

*Task 1.3 - Development Review.* Project manager meeting with Community Development and Public Works City Staff to review recent development and related zoning and subdivision issues.

- a. Review and discuss City Staff provided materials: 1) copies of recently considered development plans; 2) City Staff summary of issues, challenges and code shortcomings; and 3) procedural preferences.
- b. Review and refine list of project stakeholders based on development issues and preferences.
- c. Review and refine City Staff goals and objectives based on development issues and preferences.

**Phase 2 – Analysis**

*Task 2.1 - Audit Report.* Prepare regulations Audit Report and draft regulation framework for reorganization of development regulations.

- a. The Audit Report will be a section-by-section review of the existing Zoning, Subdivision Regulations and Zoning Map, and will identify issues or concerns, conflicts with state statutes, significant deviations from best practices, and where the regulations either align or conflict with significant planning policies of the City.
- b. Review Audit Report and preliminary regulation framework with City Staff and amend both documents as necessary in preparation of the Joint Kickoff Meeting.

*Task 2.2 - Joint Kickoff Meeting.* Project team will conduct a project kickoff meeting as a joint forum of Planning Commission, Board of Aldermen and Advisory Committee.

- a. Review: 1) project approach and timeline; 2) major project benchmarks; 3) progress to date; 4) project meeting dates; 5) project goals and objectives; 6) roles of City Staff, the Advisory Committee, Planning and Zoning Commission and the Board of Aldermen; and 7) procedure for adoption of code revisions.
- b. Review list of project stakeholders, key community leaders and strategies for ensuring participation.
- c. Review and discuss the findings of the Audit Report, identifying critical issues.
- d. Present draft regulation framework for reorganization of development regulations.
- e. Identify and rank priority issues for Critical Issues Summaries to be used for further public outreach and focus group discussion.

*Task 2.3 - Critical Issue Summaries.* Prepare Critical Issues Summaries.

- a. Prepare brief white papers (2-6 pages) on no more than eight critical issues as prioritized from the Joint Kickoff Meeting. These Critical Issues Summaries will identify: 1) issue background and City policies; 2) regulation conflicts; 3) ranges of options or regulatory strategies; and 4) the project team's preliminary recommendations toward one or more alternatives. The summaries will include a list of resources for those who want to investigate the issues further.
- b. Review Critical Issues Summaries with City Staff and amend summaries, as necessary, in preparation of the Public Open House.
- c. City Staff will update the Advisory Committee, Planning and Zoning Commission and Board of Aldermen of the progress in preparation for the Public Open House.

### ***Phase 3 - Discussion***

*Task 3.1 - Public Open House.* Conduct an open house to elicit preliminary input from the general public. This is the public kickoff event.

- a. Prepare the Open House, exhibits and supporting materials with three key objectives: 1) provide clear links to City policies, planning priorities from the City's Master Plan, and other primary objective as identified to date; 2) elevate the understanding or important development concepts and potential regulatory strategies; and 3) clearly convey the physical impact that existing and potential regulations have on development and investment in the community. The focus of the Open House will be the issues identified in the Critical Issue Summaries.
- b. Review Open House materials with City Staff and revise materials, as necessary, prior to the Open House. City Staff will distribute Open House materials to the Advisory Committee, Planning and Zoning Commission and Board of Aldermen in advance of the meeting.

- c. The project team will host the public meeting with assistance from City Staff. The City is to provide and set up the facility, provide necessary sign-in sheets, name badges and any refreshments determined necessary. The project team will provide any necessary electronics (laptops or projectors).

*Task 3.2 - Focus Group / Stakeholder Meetings.* The project team will conduct up to four focus group / stakeholder meetings. Some issues may require a more in-depth discussion with stakeholders and those impacted by potential regulatory strategies. Although it is anticipated that all focus group / stakeholder meetings will take place according to the project scope, the timing of these meetings may depend on the issues and discussions encountered throughout the project.

- a. Based on the critical issues identified and input to date, the project team will: 1) identify issues that warrant further investigation with focus groups / stakeholders; and 2) prepare a preliminary list of issues to be addressed, options to be considered and questions that will help determine a preferred resolution.
- b. Review recommendations with City Staff to: 1) identify issues that warrant a meeting with the project team versus those that can be held by City Staff; 2) identify associated focus groups / stakeholders to be engaged; 3) determine whether any issues warrant greater involvement by the advisory or other subcommittee; 4) set a preliminary schedule for meetings.
- c. Project manager will conduct up to four meetings. To the extent possible, meetings will be schedule concurrently to maximize efficiency and minimize project costs. Once dates are established, meetings will be organized by City Staff and the City will provide or arrange for necessary meeting space. City Staff may participate in meetings and provide other support, if necessary. The project manager will summarize input from the meeting in preparation for meeting with the Advisory Committee.
- d. City Staff is to conduct additional outreach meetings and/or further materials and research to support these efforts, as necessary. The project team will provide direction on issues to the extent necessary, but will not be responsible for preparation of meeting materials or participation in these meetings. City Staff will summarize input from the meeting in preparation for meeting with the Advisory Committee.

*Task 3.3 - Advisory Committee Discussion.* The project manager will conduct an Advisory Committee meeting to summarize outreach and discussions and present Final Regulation Framework.

- a. Prepare a summary of the outreach to date, the Final Regulation Framework, associated recommendations and summary of next steps. The Final Regulation Framework will be an annotated outline of the subdivision and zoning regulations identifying: 1) areas in need of change – new provisions that are needed or old approaches that do not align with current policies; 2) areas to maintain in current form; and 3) areas to revise and amend, but keep the substantive provisions and intent the same.
- b. Review recommendations with City Staff and make necessary revisions prior to a meeting with the Advisory Committee. City Staff will distribute meeting materials, to the Advisory Committee ahead of the meeting.

- c. Meet with the Advisory Committee to: 1) review a summary of input from the Open House, focus groups, and any other outreach to date; 2) summarize direction on the critical issues for updating regulations; 3) present the Final Regulation Framework; and 4) present associated recommendations. As a result of the meeting, the Advisory Committee will vote to recommend direction to the Planning and Zoning Commission on the critical issues, and suggest any modifications to the Final Regulation Framework.
- d. If consensus cannot be reached on one or more of the critical issues, a second advisory meeting may be held. As an alternative, the issues may be explored further as part of Task 4.2.
- e. City Staff will distribute minutes of the meeting(s) along with the Advisory Committee's recommendation to the Planning and Zoning Commission and Board of Aldermen.

*Task 3.4 – Planning and Zoning Commission Discussion.* The project manager will conduct and attend a Planning and Zoning Commission meeting to present findings and recommendation to date and the recommendations from the Advisory Committee meeting. Input from the meeting will give further direction on the development of the Initial Draft.

#### **Phase 4 – Initial Draft**

*Task 4.1 - Initial Draft.* Prepare Initial Draft and present to the Planning and Zoning Commission.

- a. Prepare an Initial Draft of the zoning code and subdivision regulations. The Draft will include a memo to serve as an “executive summary” and will identify key issues for review and discussion.
- b. Review the Initial Draft with City Staff and make necessary revisions prior to a meeting with the Planning and Zoning Commission. City Staff will distribute meeting materials to the Planning and Zoning Commission ahead of the meeting.
- c. Meet with the Planning and Zoning Commission to review the Initial Draft and seek further direction. City Staff will take minutes and prepare a summary of the direction given.

*Task 4.2 - Interim Draft.* Prepare Interim Draft and conduct special issue meetings.

- a. Prepare an Interim Draft based on direction from the Planning and Zoning Commission. The Interim Draft will focus on refining technical issues and resolving contentious issues or issues that require additional input.
- b. Review Interim Draft with City Staff to: 1) make necessary changes; 2) determine where special meetings to seek additional input may be required; and 3) identify who the special meeting would be held with.
- c. The project manager will hold up to four special meetings. Topics and timing of meetings will depend on discussions in the Initial Draft and may be allocated based on needs as the project evolves. City Staff will arrange for meetings and meeting space and will provide other support, as necessary.

## **Phase 5 – Final Draft**

*Task 5.1 - Final Draft.* Prepare the Final Draft of the Zoning and Subdivision Regulations.

- a. Prepare the Final Draft, balancing input and direction received with the project team's professional recommendations. The Final Draft will include: 1) an updated executive summary; 2) final formatting; 3) text that is finalized with the exception of any remaining issues which require final direction; and 4) graphics necessary to support and clarify the text.
- b. Review Final Draft with City Staff to make necessary changes prior to presentation to the Planning and Zoning Commission. City Staff will distribute the Final Draft to the Planning and Zoning Commission prior the meeting.

*Task 5.2 - Zoning Map.* It is expected that the City's zoning district designations will change as a result of the zoning code update. The project team will recommend corresponding mapping changes in consultation with City Staff. These recommendations will be presented to the Planning and Zoning Commission along with the Final Draft.

*Task 5.3 – Planning and Zoning Commission Meeting.* Present the Final Draft and recommended zoning map revisions to the Planning and Zoning Commission.

- a. The project manager will present the Final Draft and Zoning Map recommendations to the Planning and Zoning Commission seeking additional direction on the Draft. As a result of the meeting the Final Draft will be refined and finalized for the Public Open House.
- b. Review final revisions with City Staff and make necessary changes prior to presentation in the joint work session and Public Open House.

*Task 5.4 - Public Open House / Public Official Work Session.* Conduct a Public Open House followed by a Joint Work Session of the Planning and Zoning Commission and Board of Aldermen.

- a. The project team will host a public open house with support from City Staff. During the Open House, the project team will present: 1) a summary of input and direction received; 2) a summary of City policies, planning priorities from the City's Master Plan, and other primary objectives that have guided the update; 3) a summary of the critical issues and final recommendations; 4) an executive summary of the updates; and 5) highlights of the major code elements. The Final Draft will be available for review and discussion during the meeting.
- b. Following the open house, the project team will host a joint meeting of the Planning and Zoning Commission and Board of Aldermen to review input received and discuss final direction prior to amending the Final Draft for adoption.

## **Phase 6 – Adoption**

*Task 6.1 - Adoption Draft.* Prepare the Adoption Draft for the formal review and comment process.

- a. Prepare the Adoption Draft incorporating: 1) comments from the discussion and review of the Final Draft; 2) final graphics; and 3) final formatting.
- b. Review the Adoption Draft with City Staff to make necessary changes prior to presenting the documents to the Planning and Zoning Commission in a public hearing. Review associated map changes to be presented in the public hearing.
- c. City Staff will prepare all related ordinances and reports necessary for adoption.

*Task 6.2 - Adoption Hearings / Meetings.* The project manager will support up to three meetings for the adoption process, at least one of which is anticipated to be a public hearing before the Parkville Planning Commission and at least one of which is anticipated to be the official adoption by the Board of Alderman. Any additional meetings will be negotiated separately.

*Task 6.3 – Final document preparation.* Following adoption, the project team will prepare the final document incorporating any changes resulting from adoption. The final document will be provided to the City in Microsoft Word and PDF formats. All related graphics will be provided in a \*.jpg or similar format that can be utilized by the City.

**City Responsibilities:**

- 1. The project team will provide all large-format (anything greater than 11” x 17”) printing and materials. The City will be responsible for printing all small-format (11” x 17” or smaller) materials.
- 2. The City will be responsible for all meeting and hearing announcements, notices, publications and advertisements. The project team will assist with notice content and graphics for the public announcements.
- 3. The City will assist the project team with meetings, as necessary, and will be responsible for arranging meetings and providing, or arranging, meeting spaces.
- 4. The City will be responsible for the GIS work necessary to update the zoning map.
- 5. The City will be responsible for codification of the adopted documents and printing final copies, as necessary.
- 6. During the process items may be identified that warrant more immediate amendments than schedule for the entire document. City staff will be responsible for adoption of these amendments, and the associated public hearings, ordinances and other related matters.

**Total Cost:**

Phase 1 - Initiation	\$ 3,200
Phase 2 - Analysis	\$ 11,500
Phase 3 - Discussion	\$ 13,300
Phase 4 - Initial Draft	\$ 23,300
Phase 5 - Final Draft	\$ 15,700
<u>Phase 6 - Adoption</u>	<u>\$ 7,400</u>
<i>Total Cost</i>	<i>\$ 74,800</i>

**Proposed Schedule:**

	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
<i>Phase 1: Initiation</i>														
<i>Phase 2: Analysis</i>														
<i>Phase 3: Discussion</i>														
<i>Phase 4: Initial Draft</i>														
<i>Phase 5: Final Draft</i>														
<i>Phase 6: Adoption</i>														

**Meeting Benchmarks:**

- Task 1.1 – Staff Kickoff Meeting..... mid to late June
- Task 1.3 – Development Review Meeting ..... late June
- Task 2.2 – Joint Kickoff Meeting ..... late July
- Task 3.1 – Public Open House..... August - early September
- Task 3.2 - Focus Group / Stakeholder Meetings ..... TBD (August – October)\*
- Task 3.3 - Advisory Committee Discussion ..... September - October
- Task 3.4 – Planning and Zoning Commission Discussion ..... October - November
- Task 4.1 – Initial Draft / Planning Commission Meeting..... November
- Task 4.2 – Interim Drafts / Special Meetings ..... TBD (Nov. - Feb. 2016)\*
- Task 5.3 - Final Draft / Planning Commission Meeting..... February 2016
- Task 5.4 – Public Open House / Public Official Work Session..... March 2016
- Task 6.2 – Adoption Hearings / Meetings..... April / May 2016
- Task 6.3 – Final Document preparation ..... June 2016

\* Meeting benchmarks for Tasks 3.2, Focus Group / Stakeholder Meetings and Task 4.2, Interim Drafts (which includes special meetings as needed) will be scheduled as necessary. As such the benchmark dates are tentatively only and are subject to change following consultation with City Staff.