



**Notes: At 4:45 p.m., a closed executive session will be held to discuss matters of personnel, pursuant to RSMo 610.021(3).**

**At 6:30 p.m., a work session will be held to receive an update from the Parkville Economic Development Council.**

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

**Next numbers: Bill No. 2792 / Ord. No. 2762**

**1. CALL TO ORDER**

- A. Roll Call
- B. Pledge of Allegiance

**2. CITIZEN INPUT**

- A. Anthony Barber regarding a four-way stop sign at the intersection of Crooked Road and River Hills Drive in River Hills Estates

**3. MAYOR'S REPORT**

**4. CONSENT AGENDA**

- A. Approve the minutes for June 17, 2014 regular meeting
- B. Approve a retail liquor by the drink picnic license request from Main Street Parkville Association for the 46<sup>th</sup> Annual Parkville Days August 22-24, 2014
- C. Approve an investment strategy for the bond reserves for the Brush Creek Drainage Area Neighborhood Improvement District and the Brink Meyer Road Neighborhood Improvement District
- D. Approve the renewal of workers' compensation coverage with Midwest Public Risk for July 1, 2014, through June 30, 2015
- E. Approve the purchase of hydrogen sulfide/odor control chemicals for the sanitary sewer lines in the Riss Lake subdivision
- F. Approve the declaration and disposal of surplus items
- G. Receive and file the May 2014 operations report for the Sewer Treatment Plant
- H. Approve Accounts Payable June 10 through June 24, 2014

*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. Authorize staff to prepare and submit a grant application for Planning Sustainable Places funding for a corridor study for Route 9 (Administration)
- B. Approve the 2013 – 2023 Transportation Sales Tax Agreement with Platte County (Administration)

**6. STAFF UPDATES ON ACTIVITIES**

- A. Police Department
  - 1. Fireworks Regulations and Safety Reminders

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

**8. ADJOURN**

General Agenda Notes:

This agenda closed at noon on Thursday, June 26, 2014. With the exception of emergencies or other urgent matters, any item requested after the agenda was closed will be placed on the next board meeting agenda. Emergencies and urgent matters may be placed on an amended agenda only upon the vote of the Board of Aldermen.



## CITY OF PARKVILLE Memorandum

Date: June 27, 2014

To: Mayor and Board of Aldermen

From: Lauren Palmer, City Administrator

**RE: Public Comment for July 1, 2014**

Mr. Anthony Barber requested time on the July 1, 2014, Board of Aldermen agenda for public comment regarding a four-way stop sign at the intersection of Crooked Road and River Hills Drive in River Hills Estates.

Mr. Barber previously contacted staff and members of the Board of Aldermen regarding this issue. In June 2013, the City contracted with TranSystems to complete a traffic analysis of the proposed four-way stop at this intersection. The report of that evaluation is attached (see Attachment 1). In short, a four-way stop is not warranted at this intersection according to the Manual on Uniform Traffic Control Devices (MUTCD) that sets the objective criteria for evaluating these decisions.

In October 2013, Mr. Barber indicated that he would gather a petition of his neighbors to support the installation of the four-way stop despite the findings of the traffic evaluation. To my knowledge, staff has not had contact with Mr. Barber since that time.

Staff's recommendation is to deny this request based on the empirical analysis. As described in the report, a four-way stop is the most restrictive form of intersection control and has an adverse impact on efficiency and fuel consumption. Implementing traffic control devices when not warranted can lead to driver frustration and flagrant violations. However, it is within the Board's discretion to deviate from the staff recommendation if desired to satisfy the public demand. An ordinance would be required to implement the change. Be mindful that making a decision contrary to the MUTCD standards may open the door for other citizens to request similar exceptions at other intersections throughout the City. The Board should consider the interests of all motorists, and the MUTCD provides an objective standard for that purpose.

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

Attachments:

1. Multiway Stop Control Evaluation Report – NW Crooked Rd. and N. National Drive/River Hills Drive
2. Map



TranSystems

2400 Pershing Road

Suite 400

Kansas City, MO 64108

Tel 816 329 8600

Fax 816 329 8601

www.transystems.com

June 11, 2013

Mr. Kirk Rome, P.E.  
Public Works Director  
City of Parkville  
8880 Clark Avenue  
Parkville, MO 64152

**Re: Multiway Stop Control Evaluation  
NW Crooked Road and N. National Drive/River Hills Drive - Parkville, Missouri**

Dear Mr. Rome:

In accordance with the City of Parkville's request, TranSystems has completed the following multiway stop control evaluation for the NW Crooked Road and N. National Drive/River Hills Drive intersection in Parkville, Missouri. The general procedures and analysis for this evaluation were based on criteria set forth in the current edition of the *Manual on Uniform Traffic Control Devices* (MUTCD), the Federal Highway Administration (FHWA) reference adopted as the standard governing the use of traffic control devices in the State of Missouri. Data collection for the study was conducted by the City of Parkville, and consisted of a 2-hour turning movement count during an afternoon peak period (4-6 p.m. on Tuesday, June 4th, 2013) along with information on the existing crash experience (one minor crash in the past seven years).

Multiway stop control can be useful as a safety measure at intersections where certain conditions exist, particularly where the volume of traffic on the intersecting roads is approximately equal. However, a multiway stop is the most restrictive form of intersection control since all vehicles at the intersection are required to stop, regardless of the situation, which has an adverse impact on efficiency and fuel consumption. The MUTCD states that the following criteria should be considered in the engineering study for a multiway stop sign installation:

- A. Where traffic control signals are justified, the multiway stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.
- B. Five (5) or more reported crashes in a 12-month period that are susceptible to correction by a multiway stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.
- C. Minimum volumes:
  1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any eight (8) hours of an average day; and
  2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same eight (8) hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but
  3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 M.P.H., the minimum vehicular volume warrants are 70 percent of the values provided in items 1 and 2.
- D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

Based on the data collected, the intersection of NW Crooked Road and N. National Drive/River Hills Drive does not fully satisfy the requirements for any of the above criteria at this time. Criteria A, B and D do not apply to this location. In evaluating Criteria C, the average volumes for the 2-hour count period are roughly 190 units per hour for NW Crooked Road and 90 units per hour for N. National Drive/River Hills Drive, values that are well below the requirements of Criteria C.1 and C.2 even though the counts were conducted during what is typically the two highest hours of the day. These findings indicate that multiway stop control at the intersection is not warranted and should not be implemented at this time.

It is also important to note that the traffic volumes on NW Crooked Road are significantly higher than the volumes on N. National Drive/River Hills Drive (volume split is approximately 70% on NW Crooked Road and 30% on N. National Drive/River Hills Drive). Multiway stop control is typically most effective at locations where traffic volumes are relatively balanced on all approaches. Further, multiway stop control would require all drivers on NW Crooked Road to come to a complete stop at all times. This would be a significant change from the current condition and may be viewed by drivers as unreasonable, particularly during off-peak time

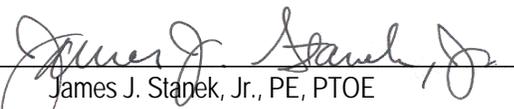


periods. Unnecessary traffic control devices can lead to driver frustration, an attitude of disrespect in motorists, and may lead to flagrant violations.

We have appreciated this opportunity to be of service to the City of Parkville. Should you have any questions, please advise.

Sincerely,

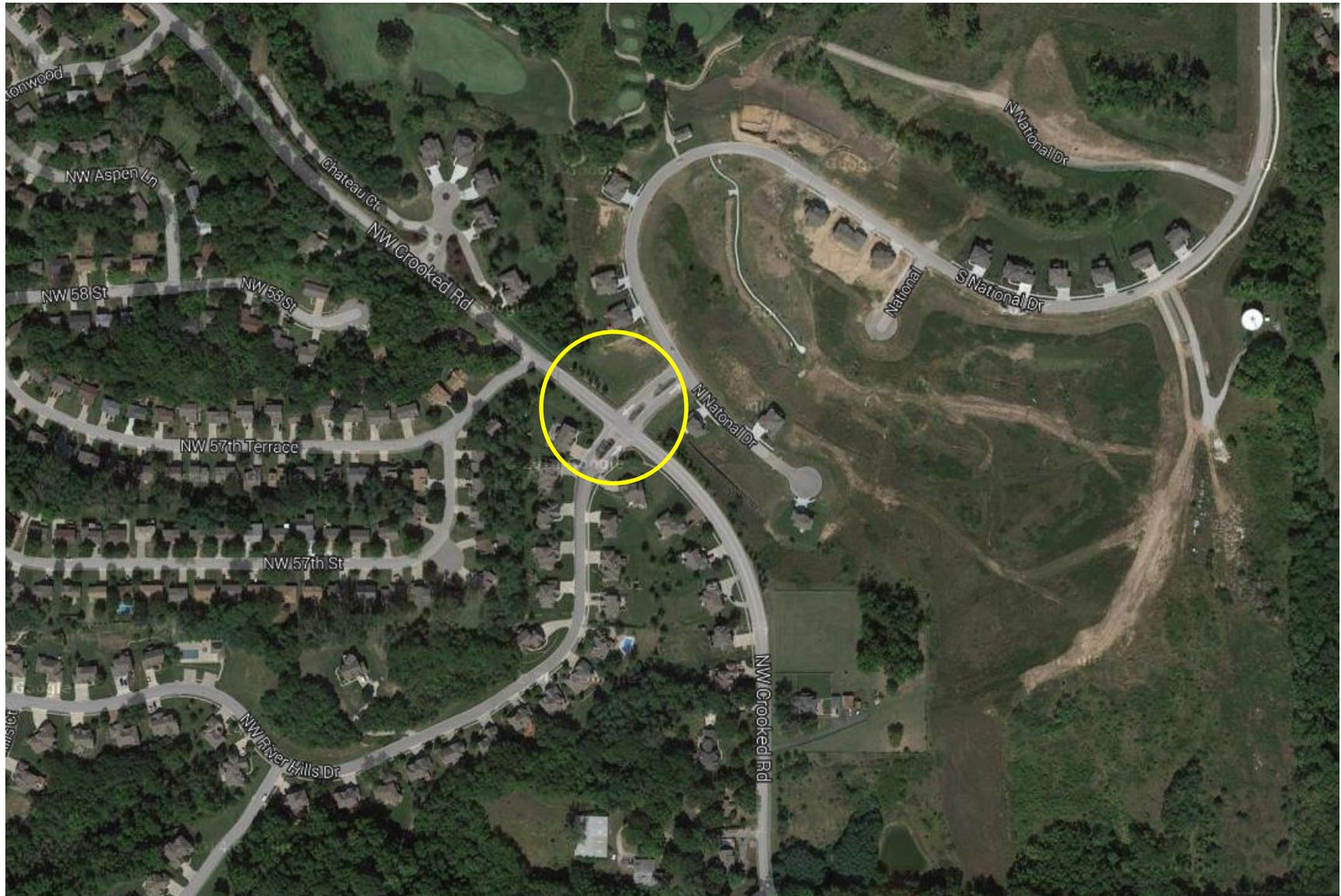
**TranSystems**

By:   
James J. Stanek, Jr., PE, PTOE

JJS:js

**Item 2A**

Intersection of Crooked Road & S National Drive / River Hills Drive



**1. CALL TO ORDER**

A regular meeting of the Board of Aldermen was convened at 7:00 p.m. on Tuesday, June 17, 2014, and was called to order by Mayor Nanette K. Johnston. City Clerk Melissa McChesney called the roll as follows:

Ward 1 Alderman Kari Lamer	- present	Ward 3 Alderman Kendall Welch	- present
Ward 1 Alderman Diane Driver	- present	Ward 3 Alderman David Jones	- present
Ward 2 Alderman Jim Werner	- present	Ward 4 Alderman Marc Sportsman	- present
Ward 2 Alderman Dave Rittman	- present	Ward 4 Alderman Greg Plumb	- present

A quorum of the Board of Aldermen was present.

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

Mayor Johnston announced the Board held an executive session, pursuant to RSMO 610.021(3), and no action was taken as a result of the executive session.

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

**2. CITIZEN INPUT**

Mayor Johnston recognized members of Boy Scouts of America Troop 333 and called them to the podium. Two scouts introduced themselves: Shawn Macken and Collin Williamson stated they were working on their Communications badges.

**3. MAYOR'S REPORT**

**A. Appoint Bill Gresham to the Community Land and Recreation Board through May 2015**

Mayor Johnston stated that Mr. Gresham was an environmental scientist with the Environmental Protection Agency who was interested in effective land use and recreation in Parkville.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO APPOINT BILL GRESHAM TO THE COMMUNITY LAND AND RECREATION BOARD THROUGH MAY 2015. ALL AYE, MOTION PASSED 8-0.

**B. Appoint R. Douglas Krtek to the Planning & Zoning Commission through May 2015**

Mayor Johnston noted Mr. Krtek served on several boards in the Kansas City area and wanted to use his commercial real estate experience to further the city's future.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO APPOINT R. DOUGLAS KRTEK TO THE PLANNING & ZONING COMMISSION THROUGH MAY 2015. ALL AYE, MOTION PASSED 8-0.

**4. CONSENT AGENDA**

- A. Approve the minutes for the June 3, 2014 regular meeting
- B. Approve the minutes for the June 9, 2014 special meeting
- C. Approve a cooperative agreement with Platte County for the collection of assessments for the Brush Creek Area Drainage and Brink Meyer Road Neighborhood Improvement Districts

- D. Approve Resolution No. 06-03-14 to discontinue collection of delinquent special assessments
- E. Receive and file the crime statistics for January through April 2014
- F. Receive and file the financial report for the month ending May 31, 2014
- G. Approve Accounts Payable from May 27 through June 10, 2014

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 AYE, MOTION PASSED 8-0.

## 5. ACTION AGENDA

### A. Review the 2014 proposed budget and approve Resolution No. 06-04-14 approving the slate of nominations for the Parkville Old Towne Market Community Improvement District

Kevin Heaton, Chairman of the Parkville Old Towne Market Community Improvement District (POTMCID), presented the slate of nominations and the proposed 2014 budget. He also reviewed projects that were awarded grant funding, expenditures, and the makeup of businesses in the district.

Further discussion focused on the proposed slate of nominations. The Board shared its concerns about potential conflicts of interest for members who serve on the board of directors who approve grant requests and also serve as officers for other community groups that submit the grant requests. Heaton responded, stating their board adopted a conflict of interest policy and was trying to be more transparent. He also stated that moving forward any improprieties would be investigated and addressed. Carol Kuhns, Secretary/District Manager of the POTMCID, explained that within the policies and procedures a member could not vote on a grant if he/she had a personal interest.

Alderman Rittman added that, as liaison to the Main Street Parkville Association, it was important to work together with other entities and recommended the Board defer action for two weeks.

IT WAS MOVED BY ALDERMAN RITTMAN TO POSTPONE THE PROCESS FOR TWO WEEKS. THE MOTION DIED FOR LACK OF A SECOND.

Further discussion focused on the accountability of the district manager, the possibility of a new slate, cooperation among the District and the City, and transparency.

The Board did not take any action and would respond to the POTMCID within 30 days.

### B. Approve an ordinance amending the National Golf Course Community Unit Plan to allow a new neighborhood swimming pool on Lot 11, Cider Mill Ride 4<sup>th</sup> Plat and part of vacant land to the south and east – Case PZ14-10; RP Golf LLC, owner

Assistant City Administrator/Community Development Director Sean Ackerson summarized items 5B and 5C together. He stated the request was to approve an amendment to the National Golf Course Community Unit Plan and a corresponding final plat to allow for a swimming pool on Lot 11 and part of vacant land not platted. At their June 10, 2014 meeting the Planning & Zoning Commission discussed potential impacts to residents including hours of operation and noise and unanimously recommended approval subject to conditions listed in the policy report. Alderman Welch expressed her disappointment that the proposal did not include a pool large enough for swimming meets stating that the homeowners' association requested swim lanes at their meeting. Nick Bloch, RP Golf LLC, responded that the proposal did not include it due to budgetary issues. He added he would pass along the comments to the owner.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2786, AN ORDINANCE **AMENDING THE NATIONAL GOLF COURSE COMMUNITY UNIT PLAN TO ALLOW A NEW NEIGHBORHOOD SWIMMING POOL ON LOT 11, CIDER MILL RIDGE 4TH PLAT AND PART OF VACANT LAND TO THE SOUTH AND EAST**, BE APPROVED FOR FIRST READING. ALL AYE, MOTION CARRIED 8-0.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2786 BE APPROVED ON FIRST READING AND PASSED TO SECOND READING BY TITLE ONLY. ALL AYE, MOTION CARRIED 8-0.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2786 BE APPROVED ON SECOND READING TO BECOME ORDINANCE NO. 2756. ALL AYES BY ROLL CALL VOTE: PLUMB, WERNER, DRIVER, LAMER, RITTMAN, JONES AND SPORTSMAN. MOTION PASSED 8-0.

*Bill No. 2786 was posted June 13, 2014*

**C. Approve an ordinance for the replat of Lot 11, Cider Mill Ridge, 4<sup>th</sup> Plat and part of the southwest quarter of Section 26, Township 51, Range 34 – Case PZ14-13; applicant, RP Golf, LLC, owner**

Assistant City Administrator/Community Development Director Sean Ackerson recommended approval of the replat subject to the conditions listed in the policy report. The item was a corresponding request to the community unit plan amendment approved in Item 5B. At their June 10, 2014 meeting the Planning and Zoning Commission unanimously recommended approval subject to staff recommended conditions included in the policy report.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2787, AN ORDINANCE **APPROVING THE REPLAT OF LOT 11, CIDER MILL RIDGE, FOURTH PLAT AND PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 51, RANGE 34, A SUBDIVISION IN PARKVILLE, PLATTE COUNTY, MISSOURI**, BE APPROVED FOR FIRST READING. ALL AYE, MOTION CARRIED 8-0.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2787 BE APPROVED ON FIRST READING AND PASSED TO SECOND READING BY TITLE ONLY. ALL AYE, MOTION CARRIED 8-0.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2787 BE APPROVED ON SECOND READING TO BECOME ORDINANCE NO. 2757. ALL AYES BY ROLL CALL VOTE: PLUMB, WERNER, DRIVER, LAMER, RITTMAN, JONES AND SPORTSMAN. MOTION PASSED 8-0.

*Bill No. 2787 was posted June 13, 2014.*

**D. Approve an ordinance amending the conditional use permit for the existing cell tower at 6200 Kelly Drive to allow additional antenna and modifications – Case PZ14-11; Global Signal, applicant**

Assistant City Administrator/Community Development Director Sean Ackerson explained the request was to amend a previously approved conditional use permit to allow new antenna, cabling and other modifications to an existing communications tower. The Planning & Zoning Commission held a public hearing on June 10, 2014 and concluded that the tower met all applicable codes and acknowledged that it had been determined to be structurally sound if

modified in accordance with the proposed construction drawings. They unanimously recommended approval subject to staff recommended conditions listed in the policy report.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2788, AN ORDINANCE AMENDING THE CONDITIONAL USE PERMIT FOR THE EXISTING CELL TOWER AT 6200 KELLY DRIVE TO ALLOW ADDITIONAL ANTENNA & MODIFICATIONS, BE APPROVED FOR FIRST READING. ALL AYE, MOTION CARRIED 8-0.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2788 BE APPROVED ON FIRST READING AND PASSED TO SECOND READING BY TITLE ONLY. ALL AYE, MOTION CARRIED 8-0.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2788 BE APPROVED ON SECOND READING TO BECOME ORDINANCE NO. 2758. ALL AYES BY ROLL CALL VOTE: PLUMB, WERNER, DRIVER, LAMER, RITTMAN, JONES AND SPORTSMAN. MOTION PASSED 8-0.

*Bill No. 2788 was posted June 13, 2014.*

**E. Approve an ordinance amending the conditional use permit for the existing cell tower at 16205 Highway 45 to allow additional antenna and modifications – Case PZ14-12; Sprint, applicant on behalf of SBA Network Services, owner**

Assistant City Administrator/Community Development Director Sean Ackerson noted the request was similar to that in Item 5D. The tower was located at 16205 Highway 45 and the request was to amend the previously approved conditional use permit to allow new antenna, cabling and modifications. Following a public hearing on June 10, 2014 the Planning & Zoning Commission unanimously recommended approval subject to staff recommended conditions listed in the policy report. They concluded that the tower met all applicable codes and acknowledged it was determined to be structurally sound if modified in accordance with the proposed construction drawings,

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2789, AN ORDINANCE AMENDING THE CONDITIONAL USE PERMIT FOR THE EXISTING CELL TOWER AT 16205 45 HIGHWAY AKA PLATTE COUNTY PARCEL NUMBER 20-4.0-19-000-000-024.000 TO ALLOW ADDITIONAL ANTENNA AND MODIFICATIONS, BE APPROVED FOR FIRST READING. ALL AYE, MOTION CARRIED 8-0.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2789 BE APPROVED ON FIRST READING AND PASSED TO SECOND READING BY TITLE ONLY. ALL AYE, MOTION CARRIED 8-0.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2789 BE APPROVED ON SECOND READING TO BECOME ORDINANCE NO. 2759. ALL AYES BY ROLL CALL VOTE: PLUMB, WERNER, DRIVER, LAMER, RITTMAN, JONES AND SPORTSMAN. MOTION PASSED 8-0.

*Bill No. 2789 was posted June 13, 2014.*

**F. Approve an ordinance amending Parkville Municipal Code Section 442.020 to allow accessory commercial vehicle storage in the Old Town District if fully enclosed – Case PZ14-15; applicant, Paul and Rhonda Doyle of P&R Properties LLC**

Assistant City Administrator/Community Development Director Sean Ackerson explained that

the Old Town District included a list of approved and prohibited uses. The current language permitted service and contractor businesses, but prohibited storage of commercial vehicles. Ackerson noted that as long as the vehicles were inside there would not be an adverse impact to the downtown area. He added it would encourage re-use for other tenants but could only be used for storage accessory to the primary business. Following a public hearing on June 10, 2014 the Planning & Zoning Commission unanimously recommended approval subject to staff recommended conditions listed in the policy report.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2790, AN ORDINANCE **AMENDING PARKVILLE MUNICIPAL CODE, SECTION 442.020 TO ALLOW ACCESSORY COMMERCIAL VEHICLE STORAGE IN THE OLD TOWN DISTRICT IF FULLY ENCLOSED**, BE APPROVED FOR FIRST READING. ALL AYE, MOTION CARRIED 8-0.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2790 BE APPROVED ON FIRST READING AND PASSED TO SECOND READING BY TITLE ONLY. ALL AYE, MOTION CARRIED 8-0.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2790 BE APPROVED ON SECOND READING TO BECOME ORDINANCE NO. 2760. ALL AYES BY ROLL CALL VOTE: PLUMB, WERNER, DRIVER, LAMER, RITTMAN, JONES AND SPORTSMAN. MOTION PASSED 8-0.

*Bill No. 2790 was posted June 13, 2014.*

**G. Approve an ordinance for a conditional use permit to allow offsite storage, staging and assemblage of heavy equipment and materials for public utility and infrastructure construction on 15 acres – Case PZ14-14; JDJ Commercial Properties LLC, owner**

Assistant City Administrator/Community Development Director Sean Ackerson stated the request was for a 15-acre portion of a parcel with access off N Highway north of Jones Myer, and northwest of the intersection of Interstate 435 and Highway 152. The property was originally owned by Clarkson Construction for use in the construction of Interstate 435 and was sold to the current property owners who requested to continue the same use. The conditional use permit was for two years with the ability to renew pending an application submitted by the applicants. Ackerson also noted the prior language was cleaned up in order to make the provisions easier to administer. Following a public hearing on June 10, 2014 the Planning & Zoning Commission unanimously recommended approval subject to staff recommended conditions listed in the policy report.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2791, AN ORDINANCE **APPROVING A CONDITIONAL USE PERMIT FOR OFFSITE STORAGE, STAGING AND ASSEMBLAGE OF HEAVY EQUIPMENT AND MATERIALS FOR PUBLIC UTILITY AND INFRASTRUCTURE CONSTRUCTION ON A 15-ACRE PORTION, MORE OR LESS, OF PARCEL 20-3.0-07-000-000-003-001**, BE APPROVED FOR FIRST READING. ALL AYE, MOTION CARRIED 8-0.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2791 BE APPROVED ON FIRST READING AND PASSED TO SECOND READING BY TITLE ONLY. ALL AYE, MOTION CARRIED 8-0.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2791 BE APPROVED ON SECOND READING TO BECOME ORDINANCE NO. 2761. ALL AYES BY ROLL CALL VOTE: PLUMB, WERNER, DRIVER, LAMER, RITTMAN, JONES AND SPORTSMAN. MOTION PASSED 8-0.

*Bill No. 2791 was posted June 13, 2014.*

**H. Approve Resolution No. 06-05-14 to delegate to the Community Development Director the authority of the Board of Aldermen to approve temporary fireworks stands in a "B-4" Planned Business District**

Assistant City Administrator/Community Development Director Sean Ackerson explained the ordinance granted administrative authority for fireworks stands in non-residential zoning districts to staff, but required Board of Aldermen approval for changes of use in a B-4 District. Staff requested the Board delegate authority for approval of temporary fireworks stands on properties zoned B-4 to the Community Development Director.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO APPROVE RESOLUTION NO. 06-05-14 TO DELEGATE TO THE COMMUNITY DEVELOPMENT DIRECTOR THE AUTHORITY OF THE BOARD OF ALDERMEN TO APPROVE TEMPORARY FIREWORKS STANDS IN A "B-4" PLANNED BUSINESS DISTRICT. ALL AYE, MOTION PASSED 8-0.

**6. STAFF UPDATES ON ACTIVITIES**

City Administrator Lauren Palmer provided an update on the Interstate 453/Highway 45 Feasibility Study, noting that Convention, Sports and Leisure visited the site at the end of May and had interviews with staff and area stakeholders to determine demand. The report would be presented to the Board at the end of the summer.

Palmer also provided an update on slide repairs on Route FF, stating that the Missouri Department of Transportation (MoDOT) planned maintenance in downtown, known as River Road, and the road would be closed from July 7 through September 27 from Homer White Road to Crooked Road. She added staff would provide the Board with any updates and was working on the public information piece including posts to social media and the website.

Finally, Palmer updated the Board about the public input process for Amendment 7 regarding the three-fourths cent statewide transportation sales tax. MoDOT opened the public comment period June 13 which would help to identify transportation priorities in each region if approved by the voters in August. Projects in the Northland on the draft list that affected Parkville included the Interstate 29/Interstate 35 interchange, Highway 169/Broadway Bridge, and KC Scout system installation in the Northland. MoDOT would hold open houses across the region and encouraged online public input.

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

**8. ADJOURN**

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO ADJOURN THE **JUNE 17, 2014** REGULAR BOARD MEETING AT 8:20 P.M. ALL AYE; MOTION PASSED 8-0.

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

Submitted by:

  
City Clerk Melissa McChesney





Board of Aldermen  
City of Parkville  
8880 Clark Avenue  
Parkville, Missouri 64152

Wednesday, June 16, 2014

Dear Board of Aldermen,

Main Street Parkville Association and the volunteer festival committee are finalizing our plans for the 46<sup>th</sup> Annual Parkville Days to be held in downtown Parkville, English Landing Park, Friday, August 22, 6:00 – 10:00 p.m., Saturday, August 23, 10:00 a.m. – 10:00 p.m. and Sunday, August 24, 10:00 a.m. – 6:00 p.m. The festival offers something for everyone – music, carnival rides, more than 100 craft and art booths, a Saturday parade, good eats, games and fun for the whole family!

We are requesting permission from the City of Parkville to obtain retail liquor by the drink picnic license from the State of Missouri. MSPA event staff and Parkville, Missouri, police will carefully monitor the festival. Thank you for your assistance and support of this event.

Sincerely,  
Danelle Nichols, Executive Director  
Main Street Parkville Association  
110 Main Street, Suite 106 ½  
Parkville, Missouri 64152  
816-505-2227

## **CITY OF PARKVILLE**

### **Policy Report**

DATE: Monday, June 23, 2014

PREPARED BY:  
Lauren Palmer  
City Administrator

REVIEWED BY:  
Steve Berg  
City Treasurer

ISSUE:

Approve an investment strategy for the bond reserves for the Brush Creek Drainage Area Neighborhood Improvement District and the Brink Meyer Road Neighborhood Improvement District (NIDs).

BACKGROUND:

On June 11, 2014, the City closed on the limited general obligation bonds for the Brush Creek Drainage Area NID (Series 2014A) and the Brink Meyer Road NID (2014B). Each transaction included a bond reserve at the maximum amount allowed by law in order to provide emergency debt service funding in the event that the City is unable to meet its obligation. The reserve amounts are \$398,225 (Series 2014A) and \$290,287.50 (Series 2014B).

Currently the bond proceeds are held in a money market fund that offers daily liquidity but a low interest rate of 0.01%. The City's bond trustee, Bank of Kansas City, suggested that the City utilize the trustee's investment arm, BOSCO, Inc. to achieve a higher interest yield on the reserve funds. Staff consulted with BOSCO, Inc. and the City's financial advisor, Springsted, Inc., and recommends investing the bond reserves in brokered certificates of deposit (CDs) that are insured by the Federal Deposit Insurance Corporation (FDIC). Staff recommends laddering the funds into three equal parts to invest in a 2-year CD (0.55%), a 3-year CD (1.10%), and 4-year CD (1.60%). This is a conservative approach that will generate higher yields than a money market account but also maintain reasonable flexibility.

If the Board desires to be more aggressive, it may consider laddering the funds into four equal parts and adding a 5-year CD (2.0%). However, with the uncertainty surrounding interest rates, it may be advantageous to place shorter investments at this time with the hope of more favorable rates in the future. When the initial CD retires in two years, the City will have more information about the status of development on the NID properties and experience with NID assessment payments. At that time, the City may consider a longer term investment strategy for these funds.

BUDGET IMPACT:

There is no budget impact associated with this action. Bank of Kansas City will place the investments on the City's behalf in its capacity as bond trustee, so no additional investment fees apply. All interest accrued through investments will be held in the bond reserve and used to offset future NID assessments.

ALTERNATIVES:

1. Authorize staff to invest the NID bond reserves as recommended.
  2. Provide alternative direction to staff regarding an investment strategy.
  3. Postpone the item.
-

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Aldermen authorize staff to invest the NID bond reserves as follows:

Bank CDs (FDIC Insured)	Brush Creek Series 2014A	Brink Meyer Series 2014B
BMW Bank – Maturing 6/24/16 at 0.55%	\$130,000	\$95,000
Ally Bank – Maturing 6/24/17 at 1.10%	\$130,000	\$95,000
GE Capital Bank – Maturing 6/24/18 at 1.60%	\$130,000	\$95,000

The remaining balance of \$13,512.50 would remain liquid in a money market account.

**FINANCE COMMITTEE RECOMMENDATION:**

On June 23, 2014, by a vote of 4-0, the Finance Committee recommended that the Board of Aldermen approve the investment of the Brush Creek Series 2014A and Brink Meyer Series 2014B bond reserves into laddered CDs as recommended by staff.

**POLICY:**

The Parkville Municipal Code is silent on the designation of authority to manage investments. Staff is working to prepare a formal investment policy for review and adoption by the Finance Committee and ultimately the Board of Aldermen. Ideally the investment policy would delegate authority to staff to manage investments within the context of the policies and criteria set by the Board. In the meantime, the Finance Committee was asked to review and approve the investment strategy recommended by staff. The Finance Committee recommended that the strategy be presented to the Board of Aldermen for final approval.

**SUGGESTED MOTIONS:**

I move to authorize staff to invest the Brush Creek Series 2014A and Brink Meyer Series 2014B bond reserves into laddered CDs as recommended.

**ATTACHMENT:**

1. Yield Comparison Table
-



06/11/2014  
 JASON GLIDDEN  
 913-234-6679  
 jglidden@bokf.com

**INSTITUTIONAL MONEY MARKET FUNDS (Daily Liquidity)**

	1-Day Yield		1-Day Yield
<u>Government Funds:</u>		<u>Tax-Exempt Funds:</u>	
Fidelity Govt	0.01%	Fidelity	0.01%
Goldman Sachs Govt	0.00%	Goldman	0.01%
Blackrock Govt	0.01%	Blackrock	0.02%
Invesco Govt	0.01%	Invesco	0.01%
JP Morgan Govt	0.01%	JP Morgan	0.01%

**FIXED INCOME SECURITIES**

	<b>TERM</b>										
<u>Taxable</u>	<u>7-Days</u>	<u>30-Days</u>	<u>60-Days</u>	<u>90-Days</u>	<u>120-Days</u>	<u>180-Days</u>	<u>1-Year</u>	<u>2-Years</u>	<u>3-Years</u>	<u>4 Years</u>	<u>5 Years</u>
US Treasury	0.01	0.01	0.01	0.03	<b>0.02</b>	0.040	0.06	0.35	0.80	1.25	1.60
Government Agency	0.02	0.04	0.04	0.04	0.04	0.07	0.10	0.38	0.85	1.30	1.75
Callable Government Agency							0.13	0.45	0.95	1.45	1.85
Commercial Paper (A1/P1)	.08-.17	.14-.22	.15-.23	.15-.26	.17-.28	.20-.33					
BOK CD	0.12	0.13	0.15	0.18	0.10	0.15	0.20	0.45			
Brokered CD's (FDIC)		0.15	0.20	0.30	0.30	0.35	0.40	0.60	1.10	1.60	2.00
CDARS (FDIC)		0.10		0.10		0.15	0.27	0.50	0.85		1.55
Taxable Muni Bonds (Rated A or better)					0.40	0.50	0.60	0.75	1.00	1.50	1.85

*Securities offered by BOSC, Inc., a Registered Investment Adviser, a registered Broker/Dealer, member FINRA/SIPC.  
 Insurance offered by BOSC Agency, Inc., an affiliated agency. Investments and insurance are not insured by FDIC, are not deposits or other obligations of, and are not guaranteed by, any bank or bank affiliate. Investments are subject to risks, including possible loss of principal amount invested.*

## **CITY OF PARKVILLE**

### **Policy Report**

Date: Monday, June 23, 2014

Prepared By:  
Matthew Chapman  
Finance/Human Resources Director

Reviewed By:  
Lauren Palmer  
City Administrator

ISSUE:

Approve the renewal of workers' compensation coverage with Midwest Public Risk (MPR) for July 1, 2014, through June 30, 2015.

BACKGROUND:

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

In February, MPR notified members to expect increases of 20% to 30% for workers' compensation coverage beginning July 1, 2014. This announcement came several months after Parkville adopted the 2014 budget which includes funding for the July 1 payment. The City was recently invoiced for rates that reflect a 45% increase from the 2013-2014 coverage year. There are three primary factors that contributed to the significant and unexpected increase: payroll, loss experience, and changes to state law. Payroll increases for 2014 were modest, but the City's loss experience worsened in 2014. Experience is based on a three year rolling average. When a new year starts, the oldest year drops off. The City's three-year loss ratio is as follows (1.0 is average):

2012: .94  
2013: 1.33  
2014: 1.36

The City experienced six claims (with loss) over the last three year period. One major claim is largely responsible for the increase in the City's loss experience ratio. This claim will drop off, but not until after next year's billing cycle. The following issues also played a role in increases for all members in MPR's insurance pool in recent years:

- Medical expenses continue to escalate.
- Various prescription factors including increased prices, overall utilization and a preference by many doctors to select opiates for pain control which can inhibit a timely recovery.
- Paid time off for recovery from injury has increased dramatically (many doctors have been conservative about releasing employees prolonging time off).
- Legal settlements (the number of cases challenged has increased considerably and the courts are not typically employer friendly).
- National Council on Compensation Insurance (NCCI) changes for several job class codes have risen considerably – nearly 20% for some positions.
- The contribution to the Missouri Second Injury Fund went from 3% to 6% this year for all employers.

Due to the existing agreement and the timing of the termination clause, the City must cover this workers' compensation increase for 2014-2015 or risk a lapse in coverage, which is not advised. Board of Aldermen action is requested since the costs exceed the budgeted amount for 2014 (see Budget Impact section). For the 2015-2016 renewal, staff will explore options for possibly converting to another carrier in order to reduce costs. However, due to the rising costs across this industry, fewer providers offer this type of coverage. It may be possible to achieve some savings by controlling claims or negotiating with competitive carriers, but rising costs are an unavoidable reality.

**BUDGET IMPACT:**

The 2014/2015 workers' compensation coverage invoice totaled \$86,355.61, compared to \$59,303.96 in 2013. The City can use available loss control credits of \$23,214.56 to offset a portion of this bill. In addition, the City received payment of \$7,337.03 as a Property/Liability refund due to favorable loss experience in that program. This makes the net budgetary impact \$55,804.02. By mistake, 2013 budget figures were used rather than 2013 actual figures when calculating the 2014 budget amounts. Due to this budgeting error, only \$43,405 was budgeted for 2014 workers' compensation expense leaving a shortfall of \$12,399.02. It is staff's recommendation that this expense be spread proportionally among all departments as indicated in the table below.

Workers Compensation Coverage					
	2013 Budget	2013 Actual	2014 Budget	2014 Actual <i>(adjusted)</i>	Overage
Administration	\$1,100	\$951	\$1,100	\$1,060.02	(\$39.98)
Police	\$21,000	\$30,121	\$21,000	\$28,125	\$7,125
Court	\$2,200	\$2,652	\$2,200	\$2,511	\$311
Public Works	\$200	\$202	\$200	\$335	\$135
CD	\$1,200	\$675	\$1,200	\$559	(\$641)
Streets	\$12,000	\$18,998	\$12,000	\$17,857	\$5,857
Parks	\$4,000	\$5,705	\$5,705	\$5,357	(\$348)
<b>TOTAL</b>	<b>\$41,700</b>	<b>\$59,304</b>	<b>\$43,405</b>	<b>\$55,804.02</b>	<b>\$12,399.02</b>

Staff will attempt to absorb this overage within existing budgets by under-spending other line items in 2014. This will be most challenging for Police and Streets. However, 2014 General Fund revenues are conservatively projected to be higher than budgeted by approximately \$75,000, which includes an anticipated reimbursement from the Brink Meyer Retaining Wall project fund for past legal expenses related to the wall collapse. These funds are planned to be added to the General Fund reserve at the end of 2014, but may be used to offset this unanticipated workers' compensation expense if needed.

**ALTERNATIVES:**

1. Approve the renewal of workers' compensation coverage in the amount of \$55,804.02.
2. Do not approve the payment and provide alternative direction to staff.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Aldermen approve the renewal of workers' compensation insurance coverage with Midwest Public Risk for July 1, 2014 through June 30, 2015, in the amount of \$55,804.02.

FINANCE COMMITTEE RECOMMENDATION:

At the meeting on June 23, 2014, the Finance Committee, on a vote of 4-0, recommended that the Board of Aldermen approve the renewal of workers' compensation insurance coverage with Midwest Public Risk for July 1, 2014, through June 30, 2015, in the amount of \$55,804.02. The Finance Committee also directed staff to seek competitive options for workers' compensation coverage for 2015-2016.

POLICY:

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

SUGGESTED MOTION:

I move to approve the renewal of workers' compensation insurance coverage with Midwest Public Risk for July 1, 2014, through June 30, 2015, in the amount of \$55,804.02.

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

Date: June 24, 2014

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

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

ISSUE:

Approve the purchase of hydrogen sulfide / odor control chemicals 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 with the sewage to reduce the amount of hydrogen sulfide in the waste water. This reduces the potential for odor and corrosion caused by hydrogen sulfide gas that builds up in the force main lines as the sewage breaks down in the absence of oxygen. By introducing this chemical in the force main the hydrogen sulfide is reduced and is unable to go into gaseous form further downstream where the sanitary sewer flow becomes gravity flow and is open to the atmosphere. This reduces odor complaints (rotten egg smell), corrosion, and dangerous gas buildup.

The storage tank holds up to 4000 gallons of liquid chemical Robin 4000/Bioxide, and staff will take two deliveries over the course of the year to meet the system demand of approximately 20-25 gallons per day. The City originally used Bioxide, however, Robin 4000 offers a less expensive alternative that has been used over the past several years with good results. Prior to switching, Robin 4000 was determined to have the same chemical properties as Bioxide.

Two quotes were received as follows (including delivery). The adopted purchasing policy requires three written quotes whenever possible. However these are the only two companies that supply this material in the Kansas City area.

Brenntag - Robin 4000:       \$2.38 per gallon (guaranteed through 12/31/14)  
Evoqua - Bioxide:           \$2.415 per gallon (guaranteed through 5/31/15)

Purchases will be subject to the City's terms, conditions and insurance requirements for purchase orders (to be approved by legal counsel prior to purchase).

BUDGET IMPACT:

The 2014 budget includes \$19,000 for the purchase odor control chemicals. (Sewer Service Fund/ Odor Control 30-501-07-91-00).

STAFF RECOMMENDATION:

Approve the purchase of Robin 4000 at a rate of \$2.38 per gallon from Brenntag in an amount not to exceed \$19,000 in 2014.

FINANCE COMMITTEE:

By a vote of 4-0, the Finance Committee recommended approving the purchase of Robin 4000 at a rate of \$2.38 per gallon from Brenntag in an amount not to exceed \$19,000 in 2014.

ALTERNATIVES:

1. Approve the purchase from Brenntag as proposed.
2. Do not approve the purchase.
3. Postpone action.

POLICY:

Purchases over \$10,000 require Board of Aldermen approval per the City's adopted purchasing policy (Resolution No. 02-01-13).

SUGGESTED MOTION:

I move to approve the purchase of Robin 4000 at a rate of \$2.38 per gallon from Brenntag in an amount not to exceed \$19,000 in 2014.

ATTACHMENT:

1. Price quotes

Customer Number: 571389 / 332  
 Issue Date ..... 4/15/14  
 Terms..... NET 30 DAYS  
 Contact Phone... 816-891-0003  
 Telephone..... (816) 891-0003  
 Fax Number..... (816) 891-0187  
 FOB..... Delivered unless otherwise noted

RICHARD WILSON

CITY OF PARKVILLE - MO  
 8880 CLARK AVE.  
 KANSAS CITY, MO 64152

Dear RICHARD WILSON,

Brenntag Mid-South will be adjusting prices on the following products according to the listed effective date. It is our policy to inform you as promptly as information is available based on announcements from our suppliers. Due to fluctuating raw material costs, there could be further price increases without prior notice.

Thank you for your continued support of Brenntag Mid-South as your chemical supplier.

To receive future price increases by email, fax this page with your email address to (270) 826-1486. Email address \_\_\_\_\_.

Product Name	Packaging	Product Number	Starting Quantity	Price FOB	Deposit Amount	Able to Combine	Effective Date
FERRIC CHLORIDE LIQ 38%-42% >A RPK	610.0000#-PDRM Wpg: 11.09000	284569	1	.4450/#		NO	5/01/13
	FERRIC CHLORIDE LIQ 38%-42%						
FERRIC SULFATE DRY (FERRI FLOC >A F/S	50.0000#BAG	198641	1	.6170/#		NO	1/01/14
	FERRIC SULFATE DRY (FERRI						
MAGNESIUM HYDROXIDE 60% 2C F/S	600.0000#VDRM Wpg: 12.50000	211781	1	.6350/#		NO	1/01/14
	MAGNESIUM HYDROXIDE 60%						
ROBIN 4000	1.0000GBULK OX BLK Wpg: 12.09000 400001264-BULK	920791	1	2.3800/G *		NO	3/08/13

\* = FOB Shipping Point

Quoted prices are subject to change without notice unless otherwise specified.

For information about this quotation, call: MARC PETERSON at (816) 483-9996.

Thank You For Your Business

MARC PETERSON  
 BRENNTAG MID-SOUTH



**EVOQUA**

WATER TECHNOLOGIES

May 27, 2014

Richard Wilson  
Alliance Water Resources  
12303 NW FF Highway  
Parkville, MO 64152  
Off. Ph. 816-891-0003  
Cell Ph. 816-215-5690  
Fax: 816-891-0187  
Email: [rwilson@alliancewater.com](mailto:rwilson@alliancewater.com)

**RE: BIOXIDE® PRICING 2014**  
**Evoqua Quote No. Q140527DLM1**

I wanted to thank you for your use of Evoqua Water Technologies as your preferred odor and corrosion control provider. As we discussed, effective June 1, 2014, the price per gallon for the Bioxide® delivered to the City of Parkville, Missouri shall be as follows:

**Currently Applied Liquid Phase Technologies**

Liquid Phase Technology	Delivered Price	Per unit
Bioxide®	\$2.415	per gallon delivered

(Others technologies may be available upon request – see Technical Sales Representative for details). Note: This price does not include any applicable taxes.

I value your business and look forward to providing you with many years of service. As in the past, the attached Evoqua Water Technologies LLC Terms and Conditions are considered part of this proposal and shall prevail.

This pricing will remain in effect through May 31, 2015. The price per gallon for any additional terms may be adjusted by mutual agreement. If you have any questions, or need any additional information, please give me a call at 618-616-1552 or email me at [mark.mcguire@evoqua.com](mailto:mark.mcguire@evoqua.com). Thank you for your assistance and your business.

Respectfully,

**Evoqua Water Technologies LLC**

*Mark McGuire*

Mark McGuire  
Technical Sales Representative

*A license to use Bioxide® products is included with the product sale. Patents that cover aspects of the use of Bioxide® products include, but are not necessarily limited to, United States Patent Nos. 5,500,368, 6,309,597, 7,087,172 and 7,553,420 B2. Bioxide, Bioxide-AQ, Bioxide AE, AQUIT and Full Service Odor Control are trademarks of Evoqua Water Technologies LLC.*

## Evoqua Water Technologies LLC

### STANDARD TERMS OF SALE DATED 01/16/2014 -v01

1. **Applicable Terms.** These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.**
  - (a) Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid.
  - (b) **Credit Approval** - All orders are subject to credit approval by Seller. The amount of credit or terms of payment may be changed or credit withdrawn by Seller at any time for any reason without advance notification. Seller may also, at its discretion, withhold further manufacture or shipment; require immediate cash payments for past and future shipments; or require other security satisfactory to Seller before further manufacture or shipment is made; and may, if shipment has been made, recover the Equipment from the carrier, pending receipt of such assurances.
  - (c) **Back Charges** - Field work which may result in back charges to Seller must be discussed and mutually agreed prior to performing the necessary work. Seller will issue an authorization for work that may be charged to Seller's account. Back charges without prior approval and mutual agreement shall not be accepted.
3. **Delivery.** Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are EXW (Ex Works) factory with risk of loss on all Equipment shipped by Seller to Buyer passing to Buyer upon Delivery of the Equipment to the carrier at the Seller's point of shipment. Title to all Equipment shipped by Seller to Buyer shall pass upon receipt of payment for the Equipment under the respective invoice. Seller is not responsible for the cost of packaging, crating, etc. of the Equipment. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. **Changes.** Seller shall not implement any changes in the scope of work described in Seller's Documentation nor shall Seller accept or be responsible for any back charges unless Buyer and Seller agree in writing to the details of such change or back charge and any resulting price, schedule or other contractual modifications. Any change to any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and any time of performance.
6. **Excusable Delay/Force Majeure Event**
  - (a) **Definitions:**
    - (1) **"Excusable Delay"** shall mean delays caused by: (i) Buyer-directed changes; (ii) other actions or omissions of Buyer, Buyer's agents or representatives, including but not limited to, the untimely approval of Seller's submittals or failure to complete work, designated as "Buyer's Work"; (iii) Differing site conditions; or (iv) Seller being required to repair, replace, revise, or reconstruct any of the work as a result of damage to or destruction of the Equipment when such damage or destruction is not caused by Seller.
    - (2) **"Force Majeure Event"** shall mean events or circumstances that: (i) are beyond the affected party's control; (ii) could not reasonably have been provided against before entering into this agreement; (iii) having arisen, could not reasonably have been avoided or overcome; and (iv) are not substantially attributable to the other party. Force Majeure may include, but is not limited to, the following circumstances or events: (a) war, invasion, act of foreign enemies, (b) rebellion, terrorism, insurrection, military or usurped power, or civil war, (c) riot, commotion, strike, or lockout by persons other than the managers, supervisors, staff, labor, or other employee of Seller or its sub-suppliers, (d) natural catastrophes such as earthquake, hurricane, typhoon, volcanic activity, or (with respect to on-site work), unusual weather conditions.
  - (b) **Force Majeure:** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure event
  - (c) **Schedule Modification:** If the Seller experiences an Excusable Delay or Force Majeure Event, Seller is entitled to make a claim for a change order modifying the project schedule and shall provide Buyer with a revised schedule.
  - (d) **Pricing Modification:** If Seller has suffered an Excusable Delay or Force Majeure Event, and the delay will increase the cost of performance, Seller shall be entitled to an adjustment in the purchase price. Adjustments to the purchase price shall be: (i) in an amount agreed by the parties; (ii) using applicable agreed to unit prices or hourly rates reflected in Seller's Documentation; or (iii) if neither (i) or (ii) applies, then in the amount of the cost actually and reasonably incurred, and properly documented.
  - (e) **Right to Terminate for Force Majeure:** If a Force Majeure event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination.
7. **Warranty.**
  - (a) Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller shall warrant the Equipment, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Equipment or (ii) twelve (12) months from initial operation of the Equipment (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefor. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Equipment so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Equipment. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not

## Evoqua Water Technologies LLC - STANDARD TERMS OF SALE - DATED 01/16/2014 –v01 (cont)

making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller).

(b) THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale of transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent

10. **Suspension.** In the event that Buyer suspends the work in whole or in part, for a period of time as Buyer may determine, then Seller shall be entitled to a change order for its reasonable and necessary costs incurred, including, but not be limited to, material and labor escalation incurred, due to such suspension. Seller shall resume any suspended work within a commercially reasonable period after Buyer gives Seller written notice to do so. If Buyer orders a suspension which continues for ninety (90) or more days, Seller may thereafter terminate this agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Termination.**

(a) **For Convenience:** Buyer may terminate the work and this agreement at any time in its sole discretion by giving Seller at least ten (10) days written notice. Buyer shall pay termination charges to Seller that shall consist of: (i) the value of the work performed, and not paid for; (ii) termination charges from Seller's suppliers and sub-suppliers that Seller cannot reasonably reduce or avoid; (iii) additional handling and transportation costs that Seller cannot reasonably reduce or avoid and (iv) a reasonable mark up for Seller's administrative costs necessary to effect such termination. The total amount payable for such termination shall be reduced by any credits obtained, with the understanding that Buyer, at its exclusive preference, may accept delivery of complete or incomplete work, included in the termination cost.

(b) Either party may terminate this agreement, upon issuance of a written notice of such breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement).

12. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. Failing such efforts, the dispute shall be finally settled by binding arbitration in Pittsburgh, Pennsylvania pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration panel shall consist of three individuals experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. If the parties are unable to agree upon the arbitrators within twenty (20) days, then each party shall select one arbitrator and those arbitrators shall select a third arbitrator. The decision of a majority of the arbitrators shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The prevailing party in any arbitration shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. Any order being shipped outside of the United States shall subscribe to ICC rules and the governing language shall be English.

13. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Equipment provided under this Agreement, including any export license requirements. Buyer agrees that such Equipment shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

14. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

15. **Notice.** All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the addresses set forth in the purchase order/contract/agreement. All notices shall be deemed received on the date of delivery, or attempted delivery, if delivered in person, or if mailed, on the date which is two (2) days after the date such notice is deposited in the mail. Electronic mail is also acceptable provided that "read receipts" are documented

16. **Miscellaneous.** These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (JUL 2013). No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the International sales of goods to the relationship between the parties and to all transactions arising from said relationship.

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

DATE: June 24, 2014

Prepared By:  
Melissa McChesney  
City Clerk

Reviewed By:  
Tim Blakeslee  
Assistant to the City Administrator

ISSUE:

Approve a request to declare items as surplus equipment and auction them through Affiliated Auctioneers.

BACKGROUND:

The City has a supply of excess office supplies and equipment (see Attachment 1) that are no longer being used and are considered surplus. Staff recommends disposing of the surplus items through a public auction. By auctioning these items, staff will be able to return the proceeds to the General Fund. This action will also free up much needed storage space at City Hall. State law is silent on whether or not fourth class cities may dispose of surplus items in this manner; however, the City Attorney has determined that online auction is permissible since it is an open and transparent public process. This practice is consistent with prior disposal of surplus items by silent, live or online auctions.

Item #51 on the surplus list is a metal information/brochure holder. This item is located in the lobby of the second floor of City Hall and has been used to display various brochures and information for the public. Staff recommends gifting this item to the Parkville Area Chamber of Commerce for use at the Welcome Center at the Train Depot. Various improvements have been made recently to the public display area in City Hall, including the addition of materials and memorabilia from the former Train Depot. The City has another display case that is currently not utilized that will be moved to the reception area and will fit better with the new décor.

City staff recommends contracting with Affiliated Auctioneers of Kansas City, MO to conduct the surplus auction. The Kansas City Regional Purchasing Cooperative (KCRPC) is a purchasing resource that helps local governments obtain better prices and reduce administrative costs by bidding and contracting for common products and services. KCRPC is a partnership of the Mid-America Regional Council (MARC) and the Mid-American Council of Public Purchasing (MACPP). KCRPC conducted a competitive process and selected Affiliated Auctioneers to enter into a regional purchasing agreement for auction services. As a member of MARC, Parkville qualifies to pay the same contracted commission rates on auction sales as other MARC members. Affiliated Auctioneers holds a public auction every two months. Approval of this item will permit the surplus items to be sold at the auction on July 17, 2014.

The primary reason for selecting Affiliated Auctioneers is that the company is responsible for the entire auction process. Affiliated Auctioneers will transport, describe, photograph, sell, and collect payment on all surplus items. Affiliated Auctioneers is confident that all items sent to auction will be sold. To achieve this 100% sales objective, Affiliated Auctioneers will bundle small or unpopular items to make them more attractive to prospective bidders. Staff time is limited to providing Affiliated Auctioneers with a list of the items to be sold and their location in the city. Once Affiliated Auctioneers has the surplus items in hand, it will advertise the surplus inventory via email and postcard to the 5,000 individuals on its regular buyers list. The contract also requires a corresponding internet auction to increase bidders.

**ITEM 4F**  
*For 07-01-14*  
**Board of Aldermen Meeting**

Staff explored online public auction sites including GovDeals.com, Municibid.com, and PublicSurplus.com. These websites specialize in selling surplus government items in an eBay-style auction format. Online surplus auctions typically last seven days and items will remain in City Hall until they are sold. Each surplus website offers access to a large number of bidders and the ability to push commission rates onto the end consumer as a buyer's premium. GovDeals.com charges a 12.5% buyer's premium, PublicSurplus.com charges a 10% buyer's premium, and Municibid.com charges an 8% buyer's premium. While these website options offer a commission-free sales approach, they will require significant staff time in uploading pictures, providing descriptions, answering questions about each item, and handling pick-up/delivery of sold items. Staff anticipates that any time used for item preparation is of greater value than the funds which will be generated from the sale of the surplus items.

Item #85 on the surplus list is a vehicle (2002 F-350). Staff recommends that this item be disposed of through a vehicle auction conducted by KCI Kansas City. KCI Kansas City specializes in auto auctions and carries a lower commission fee for vehicles than Affiliated Auctioneers. Staff has successfully completed auto auctions with KCI Kansas City in the past. The proceeds from the sale of this vehicle will be used to offset the cost of the budgeted Toyota Tacoma for the Parkville Nature Sanctuary.

**BUDGET IMPACT:**

The KCRPC contract with Affiliated Auctioneers requires the city to pay a 30% commission to the auctioneer on the sale of general office items, a 15% commission on the sale of construction equipment, and a 12% commission on the sale of vehicles. MARC charges an additional 1.5% commission-based fee for the use of this contract. Affiliated Auctioneers will pay the City, minus commission fees, five days after the surplus item auction has been completed.

The 2014 budget does not include anticipated revenue for the sale of surplus items in the General Fund (Sales of vehicles/equipment – 41805-00). Funds generated by this auction will increase the General Fund balance.

**ALTERNATIVES:**

1. Declare the items as surplus and authorize staff to auction them through Affiliated Auctioneers.
2. Declare the items as surplus and direct staff to select another option for the sale of the items.
3. Do not declare the items as surplus or send them to auction.
4. Postpone the action.

**RECOMMENDATION:**

Staff recommends auctioning all of the surplus items with Affiliated Auctioneers.

**POLICY:**

The Board of Aldermen may approve declaring equipment as surplus.

**SUGGESTED MOTION:**

I move to approve the list of surplus items; approve gifting Item #51 to the Parkville Area Chamber of Commerce; **approve disposing of Item #85 through a KCI Kansas City auto auction**; and approve a contract with Affiliated Auctioneers to conduct a public auction for the remaining items.

**ATTACHMENTS:**

1. Surplus List
2. Contract with Affiliated Auctioneers

## Surplus List - June 2014

#	Qty	Description	#	Qty	Description
1	1	2 Door 3 Shelf "HON" Metal Cabinet	33	1	Mailmate Paper Shredder
2	1	Oki C5400 Copier Serial # AE45012985AO	34	1	Office chair on rollers (broken)
3	1	Canon Image Runner 600 Copier ID # 10266624	35	1	2-drawer filing cabinet on rollers
4	1	Toshiba KM-4030 Copier ID # KK623	36	1	Office chair on rollers
5	1	Portable Intertel 900 MHZ Digital Phone w/Docking Station & Cord & Extra Battery	37	1	Wooden bookcase - 32 open shelves (admin conf)
6	1	HP 1240 Fax Machine	38	1	Overhead projector
7	11	Mice for computers	39	1	4 drawer plastic shelf
8	2	Computer speakers	40	1	3-drawer plastic shelf (x2)
9	3	2-drawer metal file cabinets	41	1	Metal Notecard Holder
10	1	Kodak Easyshare Camera & Docking Station (KD)	42	1	6 drawer plastic shelf w/wheels (x2)
11	1	HP PSC 2175 All in one Printer	43	1	HP 1100A Printer/Copier/Scanner
12	1	Linksys Router	44	1	3-drawer hard plastic shelf
13	1	Sylvania TV/VCR	45	1	Dell 5210n
14	4	Keyboards	46	1	HP Laserjet 1200
15	1	Outside Public Notice Cabinet	47	1	Canon MP190 Printer
16	4	Metal file holders	48	1	4-drawer plastic (2 large, 2 small)
17	17	3.5 inch floppy disks	49	1	HP Laserjet 1000
18	2	Wooden Shelves	50	1	Epson Stylus NX430 w/WiFi capability
19	1	Gestetner 3220 - Copier w/1 case toner	51	1	Metal Information/brochure holder
20	1	HP Color Laser Jet CP 3505n	52	162	Assorted 3-Ring Binders
21	1	HP Office Jet K60XI	53	6	3.5" floppy disks
22	1	HP Desk Jet 640C	54	32	5 1/4" floppy disks
23	2	Logitech Wireless Keyboards	55	1	Clear Plastic Rectangle Table Display
24	1	Dymo Label Writer 330 (doesn't work)	56	1	Pencil Sharpener
25	15	15 3-Ring Binders	57	1	White Plastic Paper Holder (desktop)
26	1	Broken Picture	58	1	5-Shelf File holder (black plastic)
27	1	Intel Computer	59	1	Plastic keyboard tray (broken)
28	1	3 Dimension Stair Climber	60	1	Black Metal Bookend
29	1	Dell Laser MFP 1815 dn Fax	61	1	3.5" Prong Fasteners
30	1	Table	62	1	Large blue data binders w/fasteners
31	1	Box Plastic & Metal Misc, Items	63	7	Accopress folders with metal clasps
32	1	3-tier file rack	64	5	Quill Report Covers (blue)
			65	3	Boxes of Plastic Binding Strips

## Surplus List - June 2014

#	Qty	Description	#	Qty	# of Items - Description
66	2	Boxes of 2 3/4" prong compressors	99	1	Dell Optiplex 745
67	19	Suction cups with hooks (for windows)	100	1	Unknown Generic Mini-tower
68	1	box 3.5" disk labels	101	1	Unknown Generic Pentium 4 Mini-tower
69	1	box self-adhesive metal fasteners	102	1	Unknown Generic Mini-tower
70	1	2-shelf letter tray (black plastic)	103	1	Dell Optiplex GX280
71	1	6-shelf standing file holder (black plastic)	104	1	Unknown Generic Mini-tower
72	1	Metal keyboard tray	105	1	Unknown Generic Pentium 4 Mini-tower
73	1	Black metal stand (tall legs with wire top)	106	1	Optima Generic Unlabeled Mini-tower
74	1	6-shelf mini chest (w/o drawers)	107	1	Optima Core 2 Mini-tower
75	1	Plastic floppy disk holder w/ lid	108	1	Optima Core 2 Mini-tower
76	1	Black plastic rolodex w/ letter dividers	109	1	Optima Core 2 tower
77	16	Fellowes Stackers for 3" deep letter trays	110	1	Unknown Generic Pentium 4 Mini-tower
78	1	Monitor Power cord	111	1	Unknown Generic i3 Mini-tower
79	1	printer cable	112	1	Dell Precision T3400
80	1	Black plastic notecard holder w/closing lid	113	1	Dell Optiplex 745
81	1	First Class Mail rubber stamp	114	1	Dell Optiplex 745
82	1	Confidential rubber stamp	115	1	Dell Optiplex 745
83	1	City Clerk rubber stamp	116	1	Unknown Generic i5 tower
84	6	Children's scissors	117	1	Dell Optiplex 755
85	1	2002 Ford F-350	118	1	Dell Optiplex 755
86	1	Canon CP1200D Receipt Calculator (in storage)			
87	1	Optima Pentium D Mini-tower			
88	1	Optima Generic Unlabeled Mini-tower			
89	1	Optima Generic Unlabeled Mini-tower			
90	1	Dell Optiplex 745			
91	1	Dell Optiplex 745			
92	1	Unknown Generic Tower			
93	1	Dell Optiplex 745			
94	1	Optima Core 2 Mini-tower			
95	1	Optima Core 2 Mini-tower			
96	1	Unknown Generic Tower			
97	1	Optima Core 2 Mini-tower			
98	1	Dell Optiplex 745			



YEARLY CONTRACT for AUCTION SERVICES  
RFP # 50

This CONTRACT, by and between Mid-America Regional Council/Kansas City Regional Purchasing Cooperative, hereinafter referred to as "MARC/KCRPC", and Affiliated Auctioneers, L.L.C., hereinafter referred to as "Contractor" is effective this 15<sup>th</sup> day of August, 2011.

WITNESSETH:

WHEREAS, MARC/KCRPC does hereby accept, with modifications, if any, the PROPOSAL of: Affiliated Auctioneers L.L.C. . The PROPOSAL and addendum 1 is made a part of this contract.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

**1. SCOPE OF SERVICES**

- a. Provide a public auction facility located within the Greater Kansas City metropolitan area. Provide all necessary services for the disposal of personal property, vehicles, heavy equipment, electronic equipment, office furniture, tools, toys, jewelry, coins, sporting goods, musical instruments, police seized property and unclaimed stolen property.
- b. Provide transport of, and secure storage and/or warehousing, for surplus to be sold. Contractor shall provide secure outside storage of all vehicles and construction equipment. Inside storage shall be provided by the contractor for all other personal property, including, but not limited to electronic equipment, office furniture, tools, toys, jewelry, coins, sporting goods, musical instruments, unless otherwise agreed upon between the Participant and Contractor. Contractor shall provide storage space at facility for a minimum of ninety (90) days until surplus is sold. For longer storage periods, Contractor offered to provide storage at no charge for periods needed beyond the ninety (90) days.
- c. A minimum of one (1) public auction per month, will be held at the Contractor's facility. Contractor shall provide auctioneer, title clerks (if vehicles are to be sold), cashiers, security, and advertising. At no time will the Participants' surplus be the only merchandise being disposed of at any one auction
- d. Contractor shall be required to advertise in a minimum of two legal newspapers (Kansas City Star, Kansas City Hispanic News, The Call, or other metro newspaper), at least two weeks prior to the auction. Contractor shall mail (either by electronic method or using US Postal Service) any brochures or catalogs to any bidders' list that may be provided by the Participants, as well as the Contractor's mailing list, which should be a minimum of 5,000 businesses or individuals.
- e. Contractor shall provide management of advertising, cataloging, labeling items, registration of bidders, security, payment collections, auction transaction accounting, and overall auction process, including recommendations to improve the value of surplus property prior to auctioning. Contractor may be requested to perform additional services such as: evaluate condition of vehicles and submit written recommendations to Participants, per vehicle, on improvements that could increase the bid price, visit various Participant locations, regarding the value of items scheduled for sale, provide written and/or verbal appraisal of surplus items, and remove identification on vehicles/equipment prior to auction. This can include, but is not limited to removal of logos, lettering and repainting areas as necessary. **Pricing for services are provided on Form 6 Fee Schedule, and Schedule A, B, and C as attachment to this contract.**
- f. Contractor shall provide for a live internet auction in conjunction with actual auction, increasing buyer participation.
- g. Provide on-site auction services for special sales as determined and requested by the Participants.
- h. Participants reserve the right to establish pricing reserves on equipment. A contact person for the Participant will be appointed and contact information provided to Contractor, for consultation during an auction, when a reserve is designated on surplus equipment or vehicles.
- i. Jackson County, Missouri requires Contractor to pick up all surplus items within five (5) to ten (10) business days after receipt of written notification for disposal. If more time is required to pick up surplus items, Contractor must notify the Jackson County Purchasing Department. Jackson County may notify Contractor via fax, email, or a combination thereof with a list of items to be picked up including but not limited to

location, point of contact, and phone number. Any surplus items not available to Contractor, either by County Department refusal to release surplus items to Contractor or surplus items not at location where indicated in notification, Jackson County requires Contractor to notify the Jackson County Purchasing Department as soon as possible. Written notice may be received via fax, email or a combination thereof with list of items not available including but not limited to location, point of contact, and phone number.

## **2. CONTRACT TIME**

Contract is effective from August 15, 2011 to August 15, 2013 with the option to renew for three (3) additional ONE YEAR periods.

## **3. PAYMENTS for COMMISSIONS AND ADMINISTRATIVE FEE:**

Commissions:

- a. All payments of sale proceeds are due thirty (30) calendar days after the closing of each sale. Payments shall be issued directly to the applicable Participant.
- b. A late penalty of 18% will be assessed to the contractor, by the Participant, each month the payments are not received by the applicable Participant.

Administrative Fee:

- c. Payment of the 1.5% Administrative Fee to MARC/KCRPC shall be based on gross sales (after commission and additional services are deducted from proceeds) for each sale. If no sales were conducted during a particular month, a report reflecting this shall be sent to the Program Coordinator.
- d. The Contractor shall have no claim or right to all or any portion of the Administrative Fee. Failure to provide monthly reports as required, may be deemed breach of the contract. All payments shall be made payable to: Mid-America Regional Council, referencing RFP #50 and sale date on each payment.) Payment shall accompany a composite report of all contract purchases against any and all purchase orders issued against this contract. The report shall be submitted with payment to: MARC, Attn: Finance Department, 600 Broadway Suite 200, Kansas City MO 64105-1659. The report shall include, at a minimum:
  - Participant with detail of surplus items sold, quantity and sale price.
  - The report shall be totaled for the accumulated dollar amount sold within the particular month period for each Participant or Non-Participant.
  - *In lieu of original copy of report, the report may be submitted electronically in Excel (preferred) or PDF format by email to the Program Coordinator. However, ALL fee payments must be sent to MARC (see paragraph d).*

## **4. TERMINATION**

Subject to the provisions below, any contract derived from this Request For Proposal may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of MARC/KCRPC or Participants until said work or services are completed and accepted.

### **a. TERMINATION FOR CONVENIENCE**

In the event that the contract is terminated or cancelled upon request and for the convenience of MARC/KCRPC and Participants, without the required thirty (30) days advance written notice, then MARC/KCRPC and Participants shall negotiate reasonable termination costs, if applicable.

### **b. TERMINATION FOR CAUSE**

Termination by MARC/KCRPC or Participants for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

## **5. CHANGES AND ADDITIONAL SERVICES**

MARC/KCRPC may at any time, by written order, make changes or additions, within the general scope of this contract in or to specifications or instructions for work. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract, the Contractor shall notify MARC/KCRPC in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of

the contract. Any claim by the Contractor for such adjustment must be asserted within 30 days, or such other period as may be agreed upon in writing by the parties, after the Contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the contract as changed.

**6. CONFLICTS OF INTEREST**

The Contractor certifies that to the best of their knowledge or belief, no elected or appointed official of any Participant is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order.

**7. COMPLIANT WITH APPLICABLE LAWS**

The Contractor warrants it has complied with all applicable laws, rules and ordinances of the United States, or any applicable state, municipality or any other Governmental authority or agency in providing services including but not limited to, all provisions of the Fair Labor Standards Act of 1938, as amended.

**8. INDEMNIFICATION**

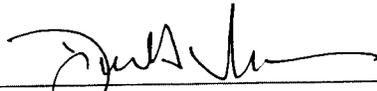
Contractor agrees to maintain liability and workmen's compensation insurance, satisfactory to MARC/KCRPC and the Participants, and to indemnify MARC/KCRPC and the Participants against all liability, loss and damage arising out of any injuries to persons and property caused by Contractor, his sub-contractors, employees or agents.

**9. NOTICES**

Any notice to any Contractor from MARC/KCRPC relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative.

IN WITNESS WHEREOF, the parties hereto have signed this CONTRACT:

By:



David A. Warm  
Executive Director  
Mid-America Regional Council  
600 Broadway Suite 300  
Kansas City MO 64105-1659

By:



Durke Dickey  
Affiliated Auctioneers, L.L.C.  
8747 E 40 Highway  
Kansas City MO 64129  
P. 816-920-6606

Co-Owner

Title:

7/19/11

7-25-11

Date:

Date:

Attachments: Form 6 – Fee Schedule  
Distribution:  
Originals (2): Contractor  
KCRPC Program Coordinator  
CC: Participants



**NOTICE OF MARC/KCRPC CONTRACT MODIFICATION**  
**DATED: July 2, 2013**

Bid Title: Yearly Contract for Auction Services  
Bid/RFP/Contract No. 50  
Contract Modification No.: 1  
Contract Period: 8/15/11 to 8/15/13  
Renewal Period: 8/16/13 to 8/15/14  
Renewal Period:  
Renewal Period:

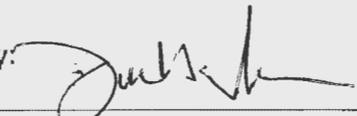
**CONTRACTOR:**

Durke Dickey Mobile: 816-517-7252  
Affiliated Auctioneers Phone: 816-920-6606  
8747 E 40 Hwy Fax: 816-920-7608  
Kansas City MO 64129 Email: durke@affiliatedauctioneers.com  
Web: www.affiliatedauctioneers.com

**RENEWAL OPTION:**

MARC/KCRPC and Participants does hereby accept your offer to renew the contract with 0% price/percentage increase.

This is the first year renewal period, with 2 one-year possible renewal options remaining.

By:   
\_\_\_\_\_  
David Warm  
Mid-America Regional Council  
Executive Director  
Date: 7/17/13

By:   
\_\_\_\_\_  
Durke Dickey  
Affiliated Auctioneers  
7/15/13  
Date: \_\_\_\_\_

Cc: Participants  
Bid File  
Original: Contractor

**MID-AMERICA REGIONAL COUNCIL / KANSAS CITY REGIONAL PURCHASING COOPERATIVE**  
600 Broadway Suite 200 - Kansas City Mo 64105-1659  
816-246-5083 (FAX 816-421-7758)  
web site: www.marc.org/kcrpc e:mail: rita.parker@kcrpc.com

**FORM NO. 6: FEE SCHEDULE**

Commission will be paid as follows - Gross sales receipts, less additional services deducted, and the 1.5% administrative fee will be assessed against balance.

Item Description:	Commission		Commission	
	Includes transportation by Contractor		Transportation provided by Participant:	
Vehicles	12	%	8	%
Heavy equipment (bucket trucks, backhoes, trailers, etc.)	15	%	9	%
Construction Equipment, misc – (plows, mowers, attachments, etc.)	15	%	9	%
Personal Property (Desks, chairs, copiers, computers, police confiscated property, etc.)	30	%	20	%

On site auction without set up (sale only)

20	%
----	---

On site auction with set up and sale

30	%
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Other: Lost/Replacement Title Fee

\$ 26.00 State of MO / 43.50 State of KS	/ per vehicle
--	---------------

Services Available: If an item listed below is included in the commission to be paid, make note "included" or "no charge".	Rate:
Vehicle wash:	\$ <u>no charge</u> /per vehicle
Detailing of vehicles:	\$ <u>120</u> /per vehicle
Gasoline:	\$ <u>5.00</u> /gal (min 1 gal)
Vacuuming:	\$ <u>no charge</u> /per vehicle
Battery: (to make vehicle operational & to remain with vehicle or equipment) See Attached Schedule A	\$ _____ /each
Flat tire repair: See Attached Schedule B	\$ _____ /per tire
Keys: See Attached Schedule C	\$ _____ /per key
Logo removal from vehicles/equipment:	\$ <u>no charge</u> /per vehicle
Storage services beyond 90 days:	\$ <u>no charge</u> /per day/24 hours
Paint touchups: 2 bid proposal & participant choice	\$ <u>per case basis</u> /per vehicle

Affiliated Auctioneers LLC

Company Name  
8747 E 40 Hwy

Address  
Kansas City, MO 64129

City/State/Zip  
(816)920-6606 (816)920-7608

Telephone # Fax #  
20-4768741

Tax ID No.

Durke Dickey

Authorized Person (Print)  
*Durke Dickey*

Signature  
Co-Owner/CEO

Title

Date  
Auction House

Entity Type:

## Schedule A

Service	Price
Any Passenger Vehicle/Standard Auto Battery	\$ 25.00
31 S Recon Battery (Med-HD)	\$ 35.00
4D Recon Battery (Exlarge Equipment)	\$ 60.00
<i>*All Rates are based on the use of reconditioned batteries with the exchange/disposal of battery currently in item*</i>	

*\*Rates Offered Through Best Batteries LLC\**

## Schedule B

Service	Price
Daytime Service Call	\$ 75.00
Night (after 6:00pm) or Weekend Service Call	\$ 95.00 <i>per hour</i>
Fuel Surcharge	\$ 15.00
Mount/Dismount	\$ 20.00
Flat Repair	\$ 25.00
Balance	\$ 16.00
LT Mount/Dismount	\$ 8.00
LT Flat Repair	\$ 12.00
Hourly Labor	\$ 75.00 <i>per hour</i>
Valve Stem	\$ 6.00
Used Truck Tires	\$ 150.00
Used LT Truck Tires	\$ 40.00

*\*Rates Offered Through Cross-Midwest Tire\**

## Schedule C

Service	Price
Key origination for Transponder Equipped Vehicles	\$ 145.00
Key origination for VATS Vehicles	\$ 125.00
Key origination non-Transponder Equipped Vehicles	\$ 85.00
Key origination for In-Dash Ignition Vehicles	\$ 325.00

*\*Rates Offered Through Bel-Ray Lock and Key, Inc\**

## OPERATIONS REPORT – PARKVILLE DIVISION

### May 2014 Report to the City of Parkville

#### OPERATING DIVISIONS

##### MISSOURI

Atchison County  
Wholesale Water  
Commission

Bonne Terre

Boonville

Bowling Green

Buchanan County #1

Cameron

Cape Girardeau

Craig

East Central Missouri  
Water & Sewer  
Authority

Elsberry

Franklin County #1

Franklin County #3

Henry County  
Water Company

Henry County #3

Lake Ozark/  
Osage Beach

Lincoln County #1

Nevada

Parkville

Phelps County #2

Platte County #C-1

Ralls County #1

Russellville

St. Charles County #2

Ste. Genevieve

Sedalia

Versailles

##### IOWA

Maquoketa

Tipton

##### TENNESSEE

South Fulton

Dyersburg Welcome  
Center

#### Waste Water Treatment Plant Operations

- 2.20" of precipitation fell during the month.
- The plant performed well this month with 96% removal Efficiency for B.O.D. and 93% for TSS.
- An average of 440,161 gallons of wastewater was treated each day during the month.

#### Waste Water Laboratory Analysis

- Staff performed 299 recorded lab tests.
- The following samples were delivered to Keystone Labs for analysis: Oil & Grease (4), Fecal (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.
- Annual fire extinguishers inspection was performed.
- The AC unit not cooling in lab, staff called Waldinger Corporation and technician found a part (warranty part) previously installed was defective. Technician picked up new part and installed.
- City Street department added gravel and bladed road to WWTF.
- Northland Hydroflow performed annual backflow prevention.

#### 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 performed 2 grinder pump inspection at Riss Lake.

#### Collection System Maintenance

- Each pump station was checked on Mondays, Wednesday, and Fridays. Maintenance notes recorded in the Antero program.
- Staff installed new window ac unit at McAfee pump station.

## OPERATIONS REPORT – PARKVILLE DIVISION

### Bio-solids

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

### Safety

- 5/30/14: AWR safety meeting on Electrical Safety.

### Recommendations

- City staff is working on terminating contract with DG Electric for the installation of new Pinecrest pump station control panel. Contract city engineer is working on bid specification for installing control panel. The pump station is running with one pump, because the second pump does not work due to control panel issues. This issue needs to be addressed soon.

## OPERATIONS REPORT – PARKVILLE DIVISION

### Loading

Hydraulic	440,161 gallons per day
Organic	314 mg/L of BOD <sub>5</sub> per day

### NPDES Effluent Permit Parameters

Parameter	Monthly Average	Permit Limit
pH	6.5 Min. and 6.8 Max	6.5 - 9.0
TSS	11 mg/L	30 mg/L
BOD <sub>5</sub>	7 mg/L	25 mg/L
NH <sub>3</sub> -N	0.75 mg/L	1.7 mg/L
O & G	6.0 mg/L	10.0 mg/l
Fecal Coliform	10 #/100mL	400 #/100mL

### Removal Efficiency

Parameter	Monthly Average	Permit Limit
Organic	96.0 %	85 %
Solids	93.4 %	85 %

### Biosolids

	Report Period	Year to Date
Quantity Applied	0 dry tons	25dry tons
Acres Applied	0 acres	20 acres

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

Date: June 27, 2014

Prepared By:  
Tim Blakeslee  
Assistant to the City Administrator

Reviewed By:  
Matthew Chapman  
Finance/Human Resources Director

ISSUE:

Approval of Accounts Payable Invoices, Insurance Payments, 1<sup>st</sup> of the Month Checks, Electronic Funds Transfer (EFT) Payments, and Payroll Expenditures from 6//10/2014 – 6/27/2014.

BACKGROUND:

Attached are the statements of approved payments, per the City's Purchasing Policy, for the period from June 10, 2014, through June 27, 2014. All disbursements must be reviewed and approved by the Board of Aldermen prior to the release of city funds.

BUDGET IMPACT:

Accounts Payable	\$206,950.80
Insurance Payments	\$0.00
1 <sup>st</sup> of the Month	\$0.00
EFT Payments	\$0.00
Payroll	\$99,443.88
<b>TOTAL</b>	<b>\$306,394.70</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 \$306,394.70 of city funds to pay salaries and accounts.

ATTACHMENTS:

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

PACKET: 04693 Regular Payments 6/20/14  
 VENDOR SET: 01  
 BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
02240	American Water I-4000037528	Water Shut Off-SW	R	6/23/2014		85.50CR	032487	85.50
02140	Commerce Bank - Commercial Cards I-June 2014 Stmt	June 2014 Stmt.	R	6/23/2014		6,520.12CR	032488	6,520.12
02175	eNet I-April 2014	IT Service-IT	R	6/23/2014		878.25CR	032489	878.25
00045	Federal Office Products, Inc. I-502593-0	Tabs-AD	R	6/23/2014		19.80CR	032490	19.80
01614	KCPL I-Due 7/2/14 I-Due 7/3/14	Due 7/2/14 Due 7/3/14	R	6/23/2014 6/23/2014		3,099.95CR 40.68CR	032491 032491	3,140.63
00942	McKeever's Price Chopper I-June 2014 Stmt	June 2014 Stmt	R	6/23/2014		97.66CR	032492	97.66
00159	Missouri American Water I-Due 7/8/14	Due 7/8/14	R	6/23/2014		1,567.24CR	032493	1,567.24

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	7	0.00	12,309.20	12,309.20
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	7	0.00	12,309.20	12,309.20

TOTAL ERRORS: 0                      TOTAL WARNINGS: 0

PACKET: 04691 Regular Payments 6/17/14

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00159	Missouri American Water							
	I-Due 7/7/14	Due 7/7/14	R	6/17/2014		36.21CR	032485	36.21
01390	Riss Lake Homes Association							
	I-June 2014	Ginder Pump June 2014	R	6/17/2014		25,326.89CR	032486	25,326.89

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

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	2	0.00	25,363.10	25,363.10
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	2	0.00	25,363.10	25,363.10

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 04689 Regular Payments 6/16/14

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00123	Sam's Club							
	I-May 2014 Stmt	May 2014 Stmt	R	6/17/2014		177.72CR	032482	177.72
00314	Pitney Bowes-Purchase Power							
	I-June 14 Stmt	June 14 Statement	R	6/17/2014		600.00CR	032483	600.00
00496	Gunter Pest Management, Inc.							
	I-1092052	Pest Control June-AD	R	6/17/2014		50.00CR	032484	50.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	3	0.00	827.72	827.72
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	3	0.00	827.72	827.72

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 04682 Federal Withholdings - 6/13/14

VENDOR SET: 01

BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00044	Park Bank							
	I-T1 201406124035	Federal Withholding	D	6/13/2014		7,184.72CR	000000	
	I-T3 201406124035	FICA W/H	D	6/13/2014		8,282.72CR	000000	
	I-T4 201406124035	Medicare W/H	D	6/13/2014		1,937.02CR	000000	17,404.46

\* \* 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	17,404.46	17,404.46
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	17,404.46	17,404.46

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 04698 Federal Withholdings - 6/27/14  
 VENDOR SET: 01  
 BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00044	Park Bank							
	I-T1 201406264037	Federal Withholding	D	6/27/2014		7,333.73CR	000000	
	I-T3 201406264037	FICA W/H	D	6/27/2014		8,434.64CR	000000	
	I-T4 201406264037	Medicare W/H	D	6/27/2014		1,972.58CR	000000	17,740.95

* * 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	17,740.95	17,740.95
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	17,740.95	17,740.95

TOTAL ERRORS: 0                      TOTAL WARNINGS: 0

PACKET: 04701 Regular Payments 6/27/14

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00002	A & M Printing							
	I-28712	Probation Forms-CT	R	7/01/2014		166.77CR	032504	
	I-55162	Lamintaed Sheet-PW	R	7/01/2014		26.00CR	032504	
	I-55182	Lamited Sheet-CD	R	7/01/2014		26.00CR	032504	218.77
02018	Ace ImageWear							
	I-0306831	Shop, Rags, Towels, Soap-ST	R	7/01/2014		56.65CR	032505	56.65
00007	All Nations Flag Co Inc							
	I-51168	Flags City Hall, Depot-AD	R	7/01/2014		165.80CR	032506	
	I-81169	6 American Flags-AD	R	7/01/2014		155.70CR	032506	321.50
01769	Ambassador Electric							
	I-11021	Park Pedistal Repair-PK	R	7/01/2014		85.00CR	032507	85.00
02244	Best Rubber Mulch							
	I-4357	Playground Rubber-PK	R	7/01/2014		970.83CR	032508	970.83
02246	CERI, Inc							
	I-3842	KC Area tax report-AD	R	7/01/2014		60.00CR	032509	60.00
01410	Cintas Document Management							
	I-DD43342700	Document Shredding-AD	R	7/01/2014		205.00CR	032510	205.00
00378	Damon Pursell Const.							
	I-17514	Brush Removal-PK	R	7/01/2014		78.00CR	032511	
	I-175415	Brush Removal-PK	R	7/01/2014		156.00CR	032511	234.00
00156	Dave's Foreign Car Repair LLC							
	I-129,731	Axil Repair-PD	R	7/01/2014		577.43CR	032512	
	I-129,787	Oil Change-PD	R	7/01/2014		35.00CR	032512	
	I-129,796	Oil Change-PD	R	7/01/2014		35.00CR	032512	647.43
02175	eNet							
	I-3837	Printer Repair-PD	R	7/01/2014		112.09CR	032513	112.09
02230	Eric Sligar							
	I-June 12 2014	Payout of Jackson Life Annuity	R	7/01/2014		3,468.86CR	032514	3,468.86
00045	Federal Office Products, Inc.							
	I-503217-0	11x17 Paper and Pens-AD	R	7/01/2014		44.64CR	032515	44.64

PACKET: 04701 Regular Payments 6/27/14

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01421	Full Nelson Plumbing, Inc I-9595	Park Tiolet Repair-PK	R	7/01/2014		130.28CR	032516	130.28
00238	G-W Trash Service I-Nov 13 - Feb 14	Trash Service-PK,ST	R	7/01/2014		500.00CR	032517	500.00
00052	Glen's Automotive Service Center, Inc I-91420	Oil Change-SW	R	7/01/2014		39.29CR	032518	39.29
00053	Grass Pad Warehouse I-401258 I-401310	Weed Control-PK Dog Saucer-PK	R R	7/01/2014 7/01/2014		144.90CR 28.72CR	032519 032519	173.62
02131	Heritage Tractor, Inc. I-1322098 I-1322104 I-1322105	Tractor Parts-PK Tractor Parts-PK Tractor Parts-PK	R R R	7/01/2014 7/01/2014 7/01/2014		361.00CR 125.11CR 8.64CR	032520 032520 032520	494.75
00501	Hinckley Springs I-6911530 060714 I-TK#14168054049	Drinking Water-PK Drinking Water-ST	R R	7/01/2014 7/01/2014		55.59CR 51.23CR	032521 032521	106.82
00232	Hunt Martin Materials I-13258058	Pump Station Rock-SW	R	7/01/2014		233.48CR	032522	233.48
01752	InterPrecision LLC I-2014-6	Spanish Intrepreter-CT	R	7/01/2014		128.86CR	032523	128.86
00331	Kansas City Star I-25281265	Public Notice Ad-CD	R	7/01/2014		87.88CR	032524	87.88
01614	KCPL I-Due 7/8/14	Due 7/8/14	R	7/01/2014		3,030.58CR	032525	3,030.58
00084	McConnell & Associates Co I-81524	Asphalt Patching-TP	R	7/01/2014		101.44CR	032526	101.44
00332	Midwest Public Risk I-PL20140604.41	Property and Liability Insuran	R	7/01/2014		110,473.95CR	032527	110,473.95
00088	Miller's Landscape and Lawn care I-5256	Bacl Flow Test-PK	R	7/01/2014		55.00CR	032528	55.00

PACKET: 04701 Regular Payments 6/27/14

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00159	Missouri American Water		R	7/01/2014		51.82CR	032529	51.82
	I-Due 7/11/14	Due 7/11/14						
00160	Missouri Gas Energy		R	7/01/2014		90.96CR	032530	90.96
	I-Due 7/17/14	Due 7/17/14						
00201	Olsen Safety Equipment Co		R	7/01/2014		57.11CR	032531	57.11
	I-0302464-in	Safety Glasses-ST						
00097	P & G Hardware		R	7/01/2014		279.54CR	032532	279.54
	I-June 2014 Stmt	Juen 2014 Statement						
02245	Parkville Frame Gallery		R	7/01/2014		184.87CR	032533	184.87
	I-010000197	Train Item Framing-AD						
02243	Pest Management Supply		R	7/01/2014		286.24CR	032534	286.24
	I-150401-A	Mosquito Spray-ST						
01701	Platte County Citizen		R	7/01/2014		18.00CR	032535	18.00
	I-63728	Help Water Ad-PK						
02062	Platte County Communications Center		R	7/01/2014		503.58CR	032536	503.58
	I-July, Aug, Sep 2014	3 Quarter Terminal Platte-PD						
00107	Platte Rental & Supply		R	7/01/2014		42.98CR	032537	
	I-10595	Chain Saw Parts-PK						
	I-10998	Gas Cap-TP				4.60CR	032537	
	I-11005	Air Compressor-TP				37.50CR	032537	
	I-11006	Chain-TP				18.99CR	032537	
	I-w1665	Chain Saw Repair-PK				57.50CR	032537	161.57
02035	ProPrint, Inc.		R	7/01/2014		497.37CR	032538	
	I-119445	Map Printing-NS						
	I-119585	Golf Cart Decal-AD				99.70CR	032538	597.07
01138	R.L. Buford & Associates, LLC		R	7/01/2014		3,500.00CR	032539	3,500.00
	I-14049	Topographic Survey-95						
00114	Rampart Security, Inc.		R	7/01/2014		127.50CR	032540	127.50
	I-145922	Street Barn Security-TP						
00115	Rapid Stamp Products		R	7/01/2014		72.50CR	032541	72.50
	I-698031	Bench Replacement Plaque-NS						

PACKET: 04701 Regular Payments 6/27/14  
 VENDOR SET: 01  
 BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01982	Rejis Commission							
	I-INV003584	Terminal Rejis-PD	R	7/01/2014		83.00CR	032542	
	I-INV0036308	Terminal Rejis-PD	R	7/01/2014		62.56CR	032542	
	I-INV0036309	Terminal Rejis-PD	R	7/01/2014		152.00CR	032542	
	I-INV036310	Terminal Rejis-PD	R	7/01/2014		513.00CR	032542	810.56
00274	Ricoh USA, Inc.							
	I-5031201812	Printing-PD	R	7/01/2014		76.05CR	032543	76.05
00395	River City T's							
	I-545386	NS Camp TShirts-NS	R	7/01/2014		344.48CR	032544	344.48
02154	Royal Papers Inc							
	I-K659251	Janitorial Supplies-AD	R	7/01/2014		177.85CR	032545	177.85
00389	Superior Bowen Asphalt Co							
	I-2764	Hot Asphalt Mix-TP	R	7/01/2014		144.48CR	032546	144.48
00154	T-Ray Specialties Inc.							
	I-25769	Work Shirts and Hats-PK	R	7/01/2014		342.00CR	032547	342.00
01967	The Waldinger Corporation							
	I-122261-6	HVAC Maint-AD	R	7/01/2014		591.48CR	032548	591.48
00838	The Work Zone, Inc.							
	I-34925	Safety Glasses-ST	R	7/01/2014		59.70CR	032549	
	I-35037	Sign-TP	R	7/01/2014		39.38CR	032549	99.08
02180	Timothy Blakeslee							
	I-6/25/14 Exp Report	Mileage Reimbursement-SW	R	7/01/2014		8.40CR	032550	8.40
01099	Toshiba							
	I-11036759	Color Counter-AD,CT	R	7/01/2014		98.25CR	032551	
	I-11039297	Black Counter-AD,CT	R	7/01/2014		141.37CR	032551	239.62
00062	Tyler Techonologies, Inc							
	I-025-98727	Count Maint System-CT	R	7/01/2014		2,169.39CR	032552	2,169.39
01573	Urban Tree Specialists							
	I-8592	Limb Removal-PK	R	7/01/2014		195.00CR	032553	195.00
00150	Vance Bros Inc							
	I-112951	Asphalt for Street Patching-TP	R	7/01/2014		195.50CR	032554	195.50

PACKET: 04701 Regular Payments 6/27/14  
VENDOR SET: 01  
BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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* * T O T A L S * *		NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:		51	0.00	133,305.37	133,305.37
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:		51	0.00	133,305.37	133,305.37

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

VENDOR SET: 01 City of Parkville  
 BANK: AP Pooled Cash Regular AP  
 DATE RANGE: 6/10/2014 THRU 6/24/2014

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02140	Commerce Bank - Commercial Car							
I-June 2014 Stmt	June 2014 Stmt.	R	6/23/2014			032488		
10	510.01-41-02	Professional Development	Con Hotel Linda Toni	839.28				
10	518.05-01-00	Office Supplies & Consumables	Big File Transfer-CD	15.00				
10	510.01-41-02	Professional Development	Con Hotel Judg Proc	391.40				
10	535.05-42-00	Program Expenses	Craft Supplies-NS	58.86				
10	535.05-41-00	Materials	Glue, Caulking, Etc-	23.94				
10	501.09-21-00	Misc-Other	Frames-AD	6.46				
10	501.01-41-02	Professional Dev - Staff	ICMA Conf Tim Lauren	1,120.00				
10	520.07-43-01	Recycling Extravaganza	Deffenbaugh (Will Re	52.80				
10	501.09-20-03	Finance Committee Mtg Supplies	Finance Lunch-AD	28.58				
10	525.03-05-00	Mobile Phones & Pagers	Sprint-PK	141.00				
10	518.03-05-00	Mobile Phones & Pagers	Sprint-CD	169.81				
10	520.03-05-00	Mobile Phones & Pagers	Sprint-ST	144.95				
10	505.03-05-00	Mobile Phone & Pagers	Sprint-PD	293.09				
30	501.03-06-00	Wi-Fi	Sprint-SW	39.99				
30	501.03-09-00	Trash Hauling	WWTP Trash Service A	29.71				
30	501.03-09-00	Trash Hauling	WWTP Trash Service J	29.71				
10	501.01-41-00	Membership Fees & Dues - Staff	Tim ICMA Membership-	150.00				
10	515.05-20-00	Small Office Equipment	Can Opener-PW	4.29				
10	501.01-41-00	Membership Fees & Dues - Staff	Lauren ICMA Membersh	825.60				
10	518.01-41-00	Membership Fees & Dues	Sean ICMA Membership	662.42				
10	501.03-01-00	Telephone & Voicemail	City Hall Phone-AD	491.91				
10	501.03-08-00	Cable	City Hall Internet-A	175.00				
10	520.03-01-00	Telephone & Voicemail	Streets Internet-ST	40.00				
10	505.03-01-00	Telephone & Voicemail	Att Phone-PD	112.18				
10	525.03-01-00	Telephone & Voicemail	Att Phone-PK	141.55				
10	520.03-01-00	Telephone & Voicemail	Att Phone-ST	84.01				
30	501.03-01-00	Telephone & Voicemail	Att Phone-SW	217.42				
10	501.09-21-00	Misc-Other	Feasibility Study Lu	68.50				
10	501.09-21-00	Misc-Other	Snow Cone Syrup-AD	5.02				
10	501.09-21-00	Misc-Other	Ice-AD	4.18				
30	501.07-42-00	One Call Utility Locating	One Call Pagers-SW	44.04				
10	535.05-42-00	Program Expenses	Day Camp Crafts-NS	21.40				
10	501.01-41-02	Professional Dev - Staff	Platte EDC Lunch Lau	25.00				
10	501.01-41-03	Professional Dev - Board	Platte EDC Lunch Nan	25.00				
10	501.09-21-00	Misc-Other	Appreciation Frames-	33.02				
30	501.09-21-00	Miscellaneous	Google Email	5.00				6,520.12

VENDOR SET: 01 City of Parkville  
 BANK: AP Pooled Cash Regular AP  
 DATE RANGE: 6/10/2014 THRU 6/24/2014

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
* * T O T A L S * *								
		NO		INVOICE AMOUNT				CHECK AMOUNT
	REGULAR CHECKS:			6,520.12		0.00		6,520.12
	HAND CHECKS:			0.00		0.00		0.00
	DRAFTS:			0.00		0.00		0.00
	EFT:			0.00		0.00		0.00
	NON CHECKS:			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
10 501.01-41-00	Membership Fees & Dues - Staff	975.60
10 501.01-41-02	Professional Dev - Staff	1,145.00
10 501.01-41-03	Professional Dev - Board	25.00
10 501.03-01-00	Telephone & Voicemail	491.91
10 501.03-08-00	Cable	175.00
10 501.09-20-03	Finance Committee Mtg Supplies	28.58
10 501.09-21-00	Misc-Other	117.18
10 505.03-01-00	Telephone & Voicemail	112.18
10 505.03-05-00	Mobile Phone & Pagers	293.09
10 510.01-41-02	Professional Development	1,230.68
10 515.05-20-00	Small Office Equipment	4.29
10 518.01-41-00	Membership Fees & Dues	662.42
10 518.03-05-00	Mobile Phones & Pagers	169.81
10 518.05-01-00	Office Supplies & Consumables	15.00
10 520.03-01-00	Telephone & Voicemail	124.01
10 520.03-05-00	Mobile Phones & Pagers	144.95
10 520.07-43-01	Recycling Extravaganza	52.80
10 525.03-01-00	Telephone & Voicemail	141.55
10 525.03-05-00	Mobile Phones & Pagers	141.00
10 535.05-41-00	Materials	23.94
10 535.05-42-00	Program Expenses	80.26
	*** FUND TOTAL ***	6,154.25
30 501.03-01-00	Telephone & Voicemail	217.42
30 501.03-06-00	Wi-Fi	39.99
30 501.03-09-00	Trash Hauling	59.42
30 501.07-42-00	One Call Utility Locating	44.04
30 501.09-21-00	Miscellaneous	5.00
	*** FUND TOTAL ***	365.87

VENDOR SET: 01 City of Parkville  
 BANK: AP Pooled Cash Regular AP  
 DATE RANGE: 6/17/2014 THRU 7/02/2014

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00097	P & G Hardware							
	I-June 2014 Stmt	Juen 2014 Statement	R 7/01/2014			032532		
10	515.08-03-00	Engineer & Planning Fees	Intern Supplies-PW	13.69				
10	525.05-21-00	Equipment & Handtools	Spray Paint-PK	4.29				
10	525.05-21-00	Equipment & Handtools	Key and Apoxy-PK	12.77				
10	525.05-21-00	Equipment & Handtools	Sprayer and Bleach-P	19.68				
10	525.05-21-00	Equipment & Handtools	Gloves, Towels, etc-	33.04				
10	525.05-21-00	Equipment & Handtools	Plug, 6 keys-PK	14.13				
10	525.06-21-02	Tractor Mowing Equipment	Nut, Bolt, Washers-P	11.13				
10	525.06-01-00	Buildings Maint & Repair	Hydrant Parts-PK	25.47				
10	520.05-21-00	Handtools	Utility Knives-ST	26.74				
10	520.05-21-00	Handtools	Bug Spray-ST	38.33				
10	520.05-21-00	Handtools	Bolts and Bug Spray-	12.03				
10	520.05-21-00	Handtools	Propane Tanks-ST	9.18				
40	520.07-44-00	Street Signs	Nuts, Bolts, Washers	3.18				
10	525.05-21-00	Equipment & Handtools	Glue-PK	4.99				
10	525.05-21-00	Equipment & Handtools	Bolt-PK	4.89				
10	525.05-21-00	Equipment & Handtools	Gloves-PK	11.38				
10	525.05-21-00	Equipment & Handtools	Plugs and Screwdriver	16.36				
10	525.05-21-00	Equipment & Handtools	Cutter and Tape-PK	14.68				
10	525.05-21-00	Equipment & Handtools	Tie-PK	3.58				279.54

*** T O T A L S ***	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	279.54	0.00	279.54
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
10 515.08-03-00	Engineer & Planning Fees	13.69
10 520.05-21-00	Handtools	86.28
10 525.05-21-00	Equipment & Handtools	139.79
10 525.06-01-00	Buildings Maint & Repair	25.47
10 525.06-21-02	Tractor Mowing Equipment	11.13
	*** FUND TOTAL ***	276.36

VENDOR SET: 01 City of Parkville  
 BANK: AP Pooled Cash Regular AP  
 DATE RANGE: 6/10/2014 THRU 6/24/2014

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00942	McKeeever's Price Chopper							
	I-June 2014 Stmt		June 2014 Stmt			032492		
	10 505.05-01-00		Office Supplies & Consumables	42.83				
	10 520.03-04-00		Water	8.46				
	10 520.05-21-00		Handtools	9.49				
	10 520.03-04-00		Water	9.95				
	10 501.09-21-00		Misc-Other	15.48				
	10 520.05-21-00		Handtools	11.45				97.66

** T O T A L S **	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	97.66	0.00	97.66
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
10 501.09-21-00	Misc-Other	15.48
10 505.05-01-00	Office Supplies & Consumables	42.83
10 520.03-04-00	Water	18.41
10 520.05-21-00	Handtools	20.94
	*** FUND TOTAL ***	97.66

VENDOR SET: 01	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			1	97.66	0.00	97.66
BANK: AP	TOTALS:		1	97.66	0.00	97.66
REPORT TOTALS:			1	97.66	0.00	97.66

## **CITY OF PARKVILLE Policy Report**

DATE: Monday, June 23, 2014

PREPARED BY:  
Lauren Palmer  
City Administrator

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

ISSUE:  
Authorize staff to prepare and submit a grant application for Planning Sustainable Places funding for a corridor study for Route 9.

BACKGROUND:  
The City recently completed two planning studies related to improvements in downtown Parkville. The Parkville Multi-Modal Access and Livable Communities Study was funded by the Federal Highway Administration (FHWA) Transportation Enhancement Program and coordinated through the Missouri Department of Transportation (MoDOT). The Livable Communities Study served as the foundation for the transportation component of Vision Downtown Parkville, the downtown master plan that is intended to guide future development and redevelopment in downtown Parkville. That plan was funded through a Planning Sustainable Places (PSP) grant awarded by Mid-America Regional Council (MARC). Both plans call for improvements to Route 9 to improve traffic circulation, enhance aesthetics through this important community gateway, and increase connectivity between Route 45 and downtown (see Attachment 1).

MARC released a call for projects June 25, 2014, with applications due by August 27, 2014. The call for projects states that \$500,000 will be available for projects in the Missouri portion of MARC's jurisdiction, with individual grant awards not to exceed \$120,000. The purpose of this funding is specifically to assist communities with implementation of recommendations generated through previous PSP funded planning initiatives.

Staff recommends applying for a PSP grant to fund a corridor study for Route 9 from Route 45 to Coffey Road (including commercial properties just east of Coffey Road). TranSystems recommends this as the next step toward achieving the full breadth of improvements desired for Route 9 (see Attachment 2). The result would be a more refined understanding of the improvements needed and costs involved in order to position the City for future grant requests for design and construction. The corridor study would also generate a preliminary conceptual design that could be used to reserve right-of-way for future construction as the City receives development applications along the corridor.

The corridor study project estimate is a minimum of \$150,000, so the grant request would be for \$120,000 with a match of local funding of at least \$50,000. Prior grant cycles have required a minimum 20% local match but have given higher scores to projects that provide greater than minimum matches. The Parkville Economic Development Council (EDC) has assisted the City with informal discussions with MoDOT, Platte County, and local business/corporate entities, and there appears to be strong support to pull together a coalition of partners to fund the local match. Staff recommends that the City of Parkville authorize \$15,000 as a lead commitment for the local match. Pending approval, staff will approach the other potential partners to seek formal commitments for at least \$35,000 of additional local match funding in advance of submitting the grant application.

---

**BUDGET IMPACT:**

The corridor study project is included in the 2015 Capital Improvement Program (CIP) in the amount of \$100,000. That was a preliminary estimate that has since been updated based on the length of the corridor and the complexity of constraints that will affect design. The project was anticipated to be funded through economic incentive proceeds generated by development along the corridor. However, there is not currently an active economic development prospect, and it is more likely that any development funds generated would be necessary for design and/or construction of improvements. The new round of PSP funding provides an immediate opportunity to advance the Route 9 project and position the City for future funding and development negotiations. Staff recommends committing \$15,000 from the General Fund (capital outlay) for the grant match. This commitment would be funded in 2015 and would need to be incorporated into the 2015 budget if the grant is awarded this fall. Staff is currently projecting \$200,000 of discretionary capital spending in 2015, so this local match amount is reasonable in the context of other priorities that must be considered for the 2015 budget.

**ALTERNATIVES:**

1. Authorize staff to submit the grant application with a local match commitment of \$15,000.
2. Do not authorize staff to submit the grant.
3. Provide other direction to staff regarding the grant application.
4. Postpone the item.

**STAFF RECOMMENDATION:**

Staff recommends applying for a PSP grant in the amount of \$120,000 for a corridor study for Route 9. The grant would be matched by at least \$50,000 of local funding, of which the City is asked to commit \$15,000 (9% of the total project cost and 30% of the local match).

**FINANCE COMMITTEE RECOMMENDATION:**

At the meeting on June 23, 2014, the Finance Committee, on a vote of 4-0, recommended that the Board of Aldermen (1) direct staff to apply for a PSP grant in the amount of \$100,000 for a corridor study for Route 9, and (2) approve a local match commitment of \$15,000, subject to at least \$35,000 in matching funds being provided by other local partners. Subsequent to the Finance Committee meeting, staff learned that MARC would consider grant requests up to \$120,000.

The Finance Committee further directed that the study boundary should extend east to capture the commercial properties just east of Coffey Road (previously it concluded 500 feet east of the entrance to Park University). Staff consulted with Frank Weatherford at Transystems who agreed that the scope of the corridor study could reasonably be extended to include the new area within the proposed budget. However, the additional segment will drive up future design and construction costs, so the implementation of future improvements will likely need to be phased. Due to the extension of the corridor study boundary, staff recommends seeking the largest grant possible. If the full award is granted, the City will have more flexibility to set the final scope of the corridor study.

**SUGGESTED MOTION:**

I move to direct staff to submit a Planning Sustainable Places grant application for the Route 9 Corridor Study and to approve \$15,000 in 2015 toward the local match, subject to at least \$35,000 in additional matching funds being provided by other local partners.

**POLICY:**

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

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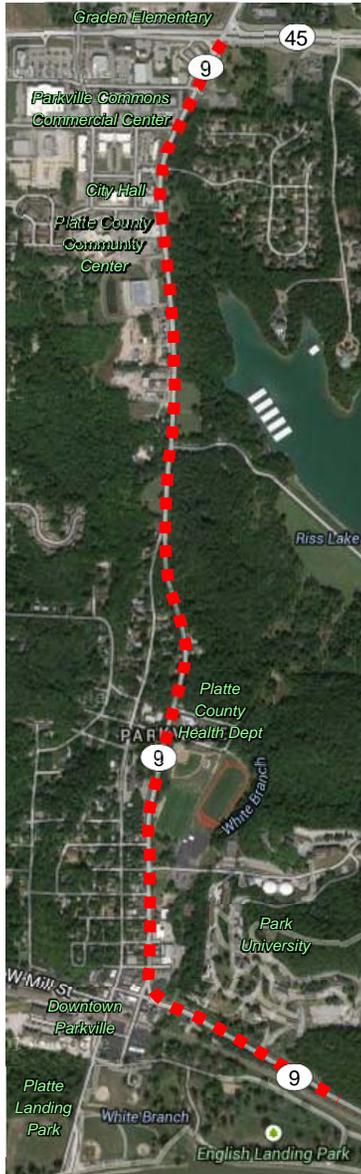
ATTACHMENTS:

1. Project Summary
  2. Project Cost Estimate
  3. Call for Projects
-



# 9 Highway Corridor, Parkville, Missouri

## Design and Needed Funding



**Study Limits:** An approximately 2.7 mile section of State Route 9 from State Route 45 south and east to Coffey Road (including commercial properties to the east of Coffey Road).

**Project Scope:** Route 9 is an undivided, two-lane road that lacks adequate access control, turn lanes and pedestrian improvements. The project includes access control, widening where feasible, mitigation of capacity and safety issues, sidewalks/multiuse trails and accommodation for future transit service for the University and downtown Parkville. Due to extreme topography, historic buildings and two cemeteries, the typical section will vary as needed to safely convey the traffic and as affordable right-of-way allows.

**Cost Estimate:** The total project (including study, survey, design, construction, right-of-way/easement acquisition, and utility relocation) is estimated at \$24 million. **\$2.4 million is needed immediately** to complete the planning and design phase through bid documents.

**Regional Significance:** Route 9 is identified by Mid-American Regional Council and MoDOT as an unfunded regional priority and is a top City priority. The route connects Platte County to I-635, I-29 and Kansas City. Route 9 provides access to regional attractions including Park University, downtown Parkville, over 200 acres of public parks, County health and community centers, public and private schools and area commercial and employment centers. Beyond existing uses, plans for over 50 acres of new commercial, office and residential development have been approved, over 250,000 square feet is available for lease in the Parkville Commercial Underground and additional redevelopment projects are anticipated. Route 9 does not have capacity for this growth and without design, improvements cannot be coordinated or planned.

### Need:

- **Safety:** Better access control for pedestrians and motorists to reduce points of conflict and probability of accidents.
- **Multiuse:** Pedestrian/bicycle improvements will provide a missing connection to the multiuse trail on Route 45 and the riverfront trail network.
- **Economic viability:** Capacity is inadequate for projected growth. Without design, the City cannot reserve right-of-way for future improvements as development occurs, thereby limiting growth and redevelopment and significantly increasing future project costs.
- **Constrained funding:** Local funding for a project of this magnitude is infeasible for a community of Parkville's size. State funding will be difficult to obtain due to budget constraints. In Missouri, 94% of available funding over the next 25 years is required for operation and maintenance costs.



**TranSystems**  
2400 Pershing Road  
Suite 400  
Kansas City, MO 64108  
Tel 816 329 8600  
Fax 816 329 8601  
[www.transystems.com](http://www.transystems.com)

June 25, 2014

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

**RE: Route 9 Improvements**

Dear Ms. Palmer:

Last year TranSystems assisted with two master planning projects for Parkville. The Parkville Livable Communities Study was funded by the Transportation Enhancement Program grant through the Missouri Department of Transportation (MoDOT) and Federal Highway Administration (FHWA). The Livable Communities Study served as the foundation for the transportation component of Vision Parkville, a comprehensive guide for future development and redevelopment in downtown Parkville. That effort was made possible through a Planning Sustainable Places (PSP) grant awarded by Mid-America Regional Council (MARC). Both of these plans recommended improvements to Route 9 in order to achieve the overall project goals.

As a follow up to the projects TranSystems performed for Parkville that recommended potential improvements on Route 9 we offer the following thoughts on implementing those improvements. The Route 9 project starts at Route 45 on the north and ends east of the Coffey Road intersection. Based on conversations with City staff and MoDOT we believe the next step to implement the Route 9 improvements would be for the City to conduct a Route 9 corridor study and to develop concept level engineering plans. The base map for the concept plans would be aerial photography and available GIS data.

Given the three miles length of the project corridor, the nature of the potential improvements and the existing constraints along the corridor we believe the corridor study and conceptual plans effort would cost in the range of \$150,000. The outcome of this engineering would be a more refined understanding of the improvements needed, the costs of those improvements and public comment concerning the proposed project. The final report would help the City to position the Route 9 project for a partnership with MoDOT and potentially others to fund the advancement of the project. A likely schedule for this work would be 9 to 12 months.

The planning projects that TranSystems helped with lead us to suggest that a "Livable Street" philosophy would be appropriate for the Route 9 corridor. This philosophy is holistic in nature and provides for the needs of pedestrians, bikers and vehicles. It includes context sensitive design for medians, retaining walls, landscaping and intersection design. It requires a higher level of public outreach and for Route 9 this would include Park University, the businesses near Route 9, the citizens of Parkville and the users of the roadway.

We hope this letter helps the City to outline the next steps needed to implement the Route 9 corridor improvements. Please let us know if we may be of further assistance.

Sincerely,

A handwritten signature in blue ink that reads "Frank Weatherford".

Frank Weatherford, PE  
Principal



## New round of Planning Sustainable Places funding

The Mid-America Regional Council is pleased to announce the 2014 Planning Sustainable Places (PSP) program to fund planning projects that help advance sustainable development objectives.

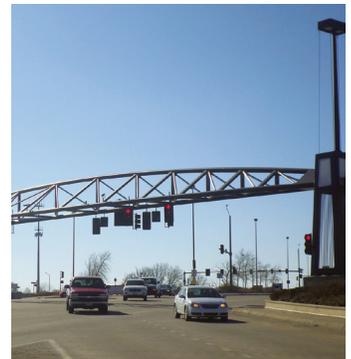
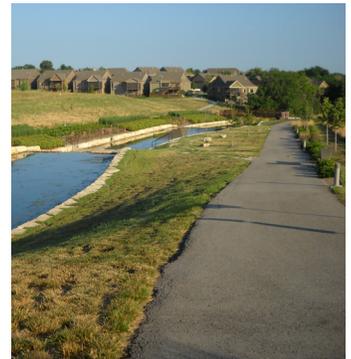
[www.marc2.org/tr-bsp/](http://www.marc2.org/tr-bsp/)

The program will help fund transportation-focused planning and projects that advance detailed local activity center plans, small area plans and support implementation activities. Funds awarded will help support and position projects to move from planning to implementation.

The PSP program continues the work of the Creating Sustainable Places initiative and the region's long-range plan, *Transportation Outlook 2040*, promoting concepts consistent with sustainable communities and the advancement of site-specific and project-specific activities within the centers-and-corridors planning framework.

This round of funding builds on previous ground rules for the competitive regional solicitation, including:

- Categories — Applications must be categorized as either (1) sustainable places plans or (2) implementation activities.
- Program emphasis — All projects must emphasize transportation and may include integrating intermodal transportation options, redevelopment and sustainable land-use patterns, social equity and environmental stewardship through targeted planning, and meaningful public engagement.
- Projects require a minimum 20 percent local match.
- The maximum grant award is \$120,000. There is no minimum grant award amount.
- Jurisdictions (cities, counties, and states) and transportation agencies located within MARC's metropolitan planning boundary — Johnson, Leavenworth, Miami and Wyandotte counties in Kansas, and Cass, Clay, Jackson and Platte counties in Missouri — are eligible to apply. Priority status will be given to planning projects conducted in activity centers within the region's redevelopment area<sup>1</sup> and areas that include multiple opportunities for sustainable development.
- Work should begin in early 2015 and be completed in the first quarter of 2016.



**Available funding totals \$1 million:**

- \$500,000 – Missouri Surface Transportation Program Livable Communities Pilot Planning Program (FFY 2015)
- \$500,000 – Kansas Surface Transportation Program Livable Communities Pilot Planning Program (FFY 2015)

**Project schedule**

Date	Activity
June 25, 2014	Call for projects opens
July 24, 2014	Call for projects pre-application workshop at 1 p.m., MARC Conference Center in the Board Room
August 27, 2014	Project submission deadline at 4 p.m. CDT
September–October 2014	MARC staff technical analysis and scoring
September–November 2014	PSP Task Force evaluation and prioritization
November–December 2014	TTPC and MARC Board approval

**For more information, contact Beth Dawson at [bdawson@marc.org](mailto:bdawson@marc.org) or 816-701-8325.**

1 For more information defining our region's redevelopment area, visit <http://ow.ly/ys8ap> or refer to the 2014 Call for Planning and Demonstration Projects Submission Guidebook at [www.marc2.org/tr-ppsp/](http://www.marc2.org/tr-ppsp/).



600 Broadway, Suite 200  
Kansas City, MO 64105-1659  
Ph: 816/474-4240 • Fax: 816/421-7758  
[marc.org](http://marc.org)

## **CITY OF PARKVILLE Policy Report**

DATE: Monday, June 25, 2014

PREPARED BY:  
Lauren Palmer  
City Administrator

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

ISSUE:

Approve the 2013 – 2023 Transportation Sales Tax Distribution Agreement with Platte County

BACKGROUND:

In 2003, the citizens of Platte County approved a 10-year 3/8 cent retail sales tax for transportation improvements throughout the County. The County committed to distribute 50% of proceeds from the sales tax to incorporated municipalities for use on transportation projects. On March 19, 2013, the Mayor and Board of Aldermen approved Resolution No. 03-02-13 (see Attachment 3) to voice support for the renewal of the sales tax and pledged to use Parkville's portion of proceeds (estimated at \$1.6 to \$1.8 million annually) on necessary transportation improvements. The sales tax was subsequently renewed on April 2, 2013.

In December 2013, the County proposed a Transportation Sales Tax Distribution Agreement that contained numerous problematic provisions. Since that time, the City Administrator, Mayor, and City Attorney have been working with County officials to negotiate changes to the Agreement. The following list summarizes the City's major concerns and the changes that have been incorporated to address each issue:

- Section 1 stated that, "the County intends to dedicate up to one-half (1/2) of the proceeds" to municipalities and road districts within Platte County (emphasis added). As written, the County is not obligated to share sales tax proceeds with municipalities. The County is unwilling to change this language, but it shared the distribution formula that demonstrates municipalities will receive 50% of proceeds. Despite the flexible language in the Agreement, the County is publicly on record, both before and after the election, with commitments to share these funds with municipalities. Furthermore, the County amended the language to remove road districts from the 50% municipal share of proceeds. Special road districts will be funded from the unincorporated share of sales tax proceeds.
  - Section 2 is vague in explaining the formula for distributing proceeds. The County is unwilling to assign a specific percentage of the proceeds to each municipality as was done under the previous 2003 Agreement. Instead, the County has shared its distribution spreadsheet (see Attachment 4) which documents that Parkville will receive at least \$1.6 million (estimated) over the life of the sales tax. That was the estimate on which the Board of Aldermen based its support in March 2013. The spreadsheet also limits adjustments for "existing or future financial incentives" to tax increment financing (TIF) revenues.
  - The County is unwilling to distribute TIF economic activity taxes "off the top" according to the City's interpretation of state law. Instead, TIF revenues will be withheld from each city's portion of municipal proceeds. Although the City objects to this treatment of an important economic development tool, the explanation for how TIF proceeds will be treated is transparent and predictable so the City may respond accordingly when reviewing future TIF applications.
  - Section 7 was amended at the City Attorney's request to include indemnification language that is subject to the limitations of the Missouri Constitution.
-

- Section 7 and 8 essentially require the City to waive its legal remedies related to the distribution of funds in the past or future. Based on the compromises reached regarding the other aspects of this agreement, City Administration recommends approval. However, if the Mayor or members of the Board have questions or concerns about the City's legal exposure or remedies, a motion should be made to adjourn into a closed executive session to discuss attorney-client matters pursuant to RSMo 610.021(1).
- The Agreement does not require the County to fund the local match for Highway 45 – Phase C from the County's portion of proceeds. The County has already executed the cost share agreement with the Missouri Department of Transportation (MODOT) for these funds, but it is possible that the County could withhold funds for this project from the municipal share of proceeds. To address this concern, the County has provided a separate letter (see Attachment 5) to document its commitment to fund Highway 45 – Phase C from the unincorporated share of proceeds.

In addition to Parkville's share of the municipal portion of proceeds and the funding for Highway 45 – Phase C, other sales tax proceeds are available for Parkville priorities. The County has committed \$600,000 from the unincorporated portion of proceeds for the replacement of the Old N Highway/76<sup>th</sup> St. Bridge (see Attachment 6). This project is within Parkville's city limits and is on the City's Unfunded Future Projects list because it is not programmed for funding within the current 6-year Capital Improvement Program (CIP). This is one of only two bridge projects within corporate city limits that the County plans to complete with its unincorporated funds. In addition, the County has reserved \$3,000,000 for "major capital leveraged projects." The City may request funds from this pool for local grant matches or other support for highway projects that have a countywide or regional impact.

**BUDGET IMPACT:**

The City budgeted \$138,000 of County Transportation Sales Tax proceeds in the 2014 budget for the Transportation Fund (40). The City is reliant on these funds to complete planned street improvements in 2014. If the City rejects the agreement and declines the funds, significant reductions (or new revenues) will need to be identified for the Transportation Fund in 2014 and beyond.

**ALTERNATIVES:**

1. Approve the Transportation Sales Tax Agreement.
2. Do not approve the Agreement and direct City Administration to attempt to negotiate additional changes requested by the Board of Aldermen.
3. Do not approve the Agreement and direct City Administration to prepare a revised budget to account for the loss of funds.
4. Postpone the item.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Aldermen approve the Transportation Sales Tax Distribution Agreement. Section 12 of the Agreement requires adoption by ordinance.

**SUGGESTED MOTION:**

I move that Bill No. 2792, an ordinance authorizing an agreement with Platte County for the distribution of 2013 – 2023 Transportation Sales Taxes, be approved for first reading.

I move that Bill No. 2792 be approved on first reading and passed to second reading by title only.

I move that Bill No. 2792 be approved on second reading to become Ordinance No. \_\_\_\_.

---

POLICY:

The Board of Aldermen must approve all intergovernmental agreements.

ATTACHMENTS:

1. Ordinance
  2. Agreement
  3. Resolution No. 03-02-13 – Support for the Platte County 3/8 Cent Transportation Sales Tax Renewal
  4. Transportation Sales Tax Distribution Formula
  5. Letter of Commitment for Highway 45 – Phase C Funding
  6. County Project Priorities
-

BILL NO. 2792

ORDINANCE NO. 2762

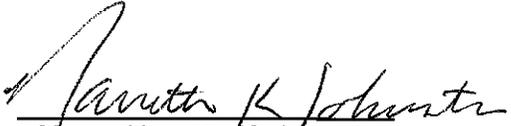
**AN ORDINANCE AUTHORIZING AN AGREEMENT WITH PLATTE COUNTY FOR THE DISTRIBUTION OF 2013 – 2023 TRANSPORTATION SALES TAXES.**

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

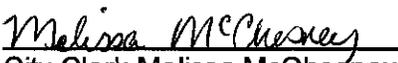
SECTION 1. The 2013 – 2023 Transportation Tax City Distribution Agreement attached hereto and incorporated herein by reference, is hereby accepted, and the Mayor is authorized to affix her signature.

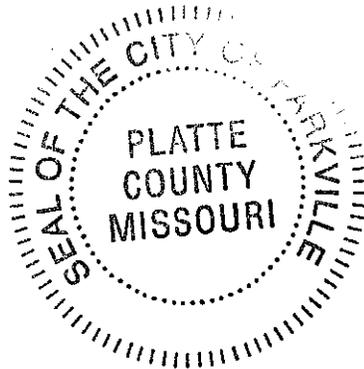
SECTION 2. This ordinance shall be effective upon adoption.

PASSED and APPROVED this 1<sup>st</sup> day of July 2014.

  
Mayor Nanette K. Johnston

ATTESTED:

  
City Clerk Melissa McChesney





# PLATTE COUNTY COMMISSION

BEVERLEE ROPER  
1ST DISTRICT COMMISSIONER

JASON BROWN  
PRESIDING COMMISSIONER

DUANE SOPER  
2ND DISTRICT COMMISSIONER

## County Commission Court Order: 2014 - CO -301

### IN THE COUNTY COMMISSION OF PLATTE COUNTY, MISSOURI

AN ORDER APPROVING A CONTRACT BETWEEN PLATTE COUNTY, MISSOURI AND City of Parkville, MO FOR THE PURPOSE OF 2013 Transportation Tax Agreement.

WHEREAS, it is in the best interests of the citizens of Platte County that the County enter into a Contract with City of Parkville, MO for the purpose of 2013 Transportation Tax Agreement

NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

1. **CONTRACT APPROVAL.** The COUNTY is hereby authorized to enter into a Contract with City of Parkville, MO for the purpose of 2013 Transportation Tax Agreement

2. **EXECUTION OF CONTRACT.** The Presiding Commissioner and the County Clerk are hereby authorized to execute the Contract in substantially the form of the proposed Contract attached hereto, together with any and all other documents as needed to carry out the intent of this Order.

This Order shall be effective immediately upon passage.

Done this 2<sup>nd</sup> day of September, 2014 at Platte City, Missouri.



ATTEST:

Handwritten signature of Joan Harms in cursive.

Joan Harms  
County Clerk

Handwritten signature of Jason Brown in cursive.

Jason Brown  
Presiding Commissioner

Handwritten signature of Beverlee Roper in cursive.

Beverlee Roper  
1st District Commissioner

Handwritten signature of Duane Soper in cursive.

Duane Soper  
2nd District Commissioner



**PLATTE COUNTY, MISSOURI  
2013-2023 TRANSPORTATION TAX  
CITY DISTRIBUTION AGREEMENT**

This Agreement is made by and between PLATTE COUNTY, MISSOURI, hereinafter referred to as "COUNTY," and the CITY of PARKVILLE, MISSOURI, hereinafter referred to as "CITY."

WHEREAS, on April 2, 2013, the voters of Platte County approved a county wide sales tax ("the Tax") for 10 years for the purpose of financing transportation related projects, including, but not limited to, roads, bridges, drainage structures and sidewalks; and

WHEREAS, it is in the best interest of all of the citizens of COUNTY and of CITY to use a portion of the proceeds of the Tax to finance transportation related improvements within the city limits of CITY; and

WHEREAS, CITY wishes to accept proceeds from the Tax for transportation related improvements within the city limits of CITY, subject to the terms and conditions of this Agreement.

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

1. **MUNICIPAL SHARE OF PROCEEDS.** COUNTY intends to dedicate up to one-half (1/2) of the proceeds of the Tax to finance construction activities within the boundaries of municipal corporations in Platte County, Missouri.

2. **DISTRIBUTION OF FUNDS.** COUNTY shall distribute to CITY on a semi-annual basis a portion of the municipal share of the proceeds received by COUNTY from the Tax, with the distribution calculated on a per capita basis using the 2010 census figures adjusted for any existing or future financial incentives implemented by any city.



PLATTE COUNTY, MISSOURI  
2013-2023 TRANSPORTATION TAX  
CITY DISTRIBUTION AGREEMENT

3. **ALLOWABLE WORK.** CITY agrees that proceeds from the Tax may only be used to finance transportation related improvements within CITY. Improvements shall be defined to include new construction, reconstruction/rehabilitation, resurfacing, restoration and operational improvements of the existing roadways, bridges, transportation infrastructure systems and associated appurtenances.

4. **INELIGIBLE WORK.** Improvements shall not include the following:

- a) Typical maintenance work including without limitation: snow and ice removal/treatment; roadway and bridge cleaning, crack/pothole repair, culvert and storm drainage system cleaning/flushing; mowing and vegetation management; grading roadways; trash and debris removal/management; and, maintenance of existing traffic control devices, including: painting, striping and signage.
- b) Any work including improvements made outside the boundaries of the County, the CITY and/or the public right of way.

5. **RELEASE OF FUNDS.** The COUNTY shall pay proceeds of the Tax to CITY on or about April 1 and October 1 of each year during the duration of the receipt of Tax proceeds. However, CITY shall have the option to decline to receive funds on any particular payment date. In that instance, COUNTY shall hold the funds to CITY'S credit to be made available on the next payment date.

6. **CERTIFICATION.** CITY shall receive its first distribution of funds without filing any certification with Platte County. However, before receiving any further distribution of tax revenues, CITY shall provide COUNTY with a written certification verifying the use of the previous distribution for CITY'S construction of transportation related projects



PLATTE COUNTY, MISSOURI  
2013-2023 TRANSPORTATION TAX  
CITY DISTRIBUTION AGREEMENT

qualifying for reimbursement from the proceeds of the Tax. CITY shall certify that funds were expended on improvements, as defined in paragraph 2 herein, located within the boundaries of the public right-of-way within CITY. CITY shall provide such other certifications as required on the COUNTY'S certification form, a copy of which is attached hereto as "Exhibit A" and made a part hereof by reference.

7. **INDEMNIFICATION AND HOLD HARMLESS.** To the extent permitted by law and subject to the limitations of the Missouri Constitution," CITY agrees to indemnify, defend and hold harmless COUNTY and its elected officials, employees and agents from and against all claims, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees and other litigation expenses) incurred by COUNTY arising out of, or in connection or with regard to, any matter or issue related to the performance of this Agreement by CITY or arising out of, or in connection or with regard to, any and all projects performed by CITY using any part of the funds distributed by COUNTY in accordance with the terms of this Agreement. However, this paragraph does not require CITY to indemnify, defend and hold harmless COUNTY, either in whole or in part, for any litigation expenses or any other damages or liabilities incurred by COUNTY in any third party litigation arising out of, or in connection or with regard to, any Transportation Tax Distribution Agreement between COUNTY and any other municipal corporation.

8. **CONSIDERATION.** As consideration for COUNTY's distribution of funds received by COUNTY from the Tax to CITY pursuant to this Agreement, CITY agrees to release, acquit, covenant not to sue and forever discharge COUNTY and its elected officials, employees and agents of and from any and all claims, actions, proceedings, suits, liabilities,



**PLATTE COUNTY, MISSOURI  
2013-2023 TRANSPORTATION TAX  
CITY DISTRIBUTION AGREEMENT**

damages, settlements, penalties, fines, costs and expenses arising from and by reason of any matter related to the performance or interpretation of this Agreement or the distribution of the proceeds of the Tax in accordance with the terms of this Agreement. If CITY should bring any claim, action, proceeding or litigation against COUNTY regarding any of the subject matters described in this paragraph, CITY hereby forfeits all right and claim to any portion of the funds or proceeds from the Tax as described in this Agreement and any proposed allocation of funds to CITY shall be declared null and void and shall be extinguished.

9. **APPLICABLE LAW AND REQUIRED FILINGS.** This is a Cooperative Agreement authorized by Section 70.210 et seq. RSMo. 2000. This Agreement shall be governed and construed according to the laws of the State of Missouri.

10. **AMENDMENTS.** Any changes in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the parties.

11. **AUTONOMY.** No provision of this Agreement shall be construed to create any type of partnership or joint venture nor create any other rights or liabilities except as may be otherwise expressly set forth herein.

12. **EXECUTION.** This Agreement shall become effective only after it has been authorized by an Ordinance of CITY and signed by CITY'S Mayor, and authorized by Order of the Platte County Commission and signed by the Presiding Commissioner of Platte County. Certified copies of said Ordinance and said Order shall be attached hereto and made a part of this Agreement.



PLATTE COUNTY, MISSOURI  
2013-2023 TRANSPORTATION TAX  
CITY DISTRIBUTION AGREEMENT

13. **EFFECTIVE DATE.** This Agreement shall be effective on the first day of the month following formal approval by both parties as provided herein.

14. **TERMINATION.** This Agreement shall remain in effect until terminated by either party or amended by mutual agreement in the manner provided for herein. If either party desires to terminate this Agreement, it will give the other party thirty (30) days written notice of such intent prior to terminating the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their respective representatives, duly authorized, as of the day and year set forth below.



PLATTE COUNTY, MISSOURI

BY:

\_\_\_\_\_  
PRESIDING COMMISSIONER

\_\_\_\_\_  
FIRST DISTRICT COMMISSIONER

\_\_\_\_\_  
SECOND DISTRICT COMMISSIONER

DATED: SEP 2 2014

ATTEST:

\_\_\_\_\_  
COUNTY CLERK

Approved as to form:

\_\_\_\_\_  
COUNTY COUNSELOR



PLATTE COUNTY, MISSOURI  
2013-2023 TRANSPORTATION TAX  
CITY DISTRIBUTION AGREEMENT

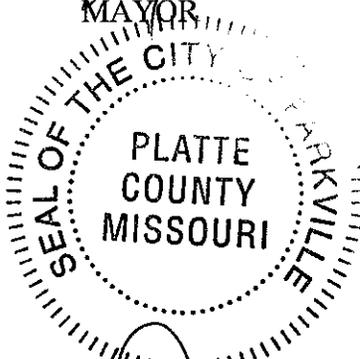
CITY OF PARKVILLE, MISSOURI

BY:

*Nancy K Johnston*  
MAYOR

ATTEST:

*Melissa McCreary*  
CITY CLERK



Approved as to form:

*Donald J. ...*  
CITY ATTORNEY



PLATTE COUNTY, MISSOURI  
2013-2023 TRANSPORTATION TAX  
CITY DISTRIBUTION AGREEMENT

"Exhibit A"

**CERTIFICATION**

COMES NOW the City of Parkville, Missouri and hereby certifies that it has constructed the below-described transportation related improvements, including, but not limited to, road, street, bridge, and/or sidewalk improvements, located within the City and within Platte County. City further certifies that it has spent the previous distribution from County to City in the sum of \$\_\_\_\_\_ for the construction of said improvements. The City certifies that all of the improvements listed on this Certification are located within public right-of-way boundaries.

The repairs and improvements are as follows:

<u>DATES OF WORK</u>	<u>LOCATION AND TYPE OF WORK</u>	<u>COST OF WORK</u>
----------------------	----------------------------------	---------------------

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF PARKVILLE, MISSOURI

BY: \_\_\_\_\_  
MAYOR



**CITY OF PARKVILLE, MO.  
RESOLUTION # 03-02-13**

***A RESOLUTION IN SUPPORT OF THE PROPOSED PLATTE COUNTY 3/8 CENT  
TRANSPORTATION SALES TAX RENEWAL.***

WHEREAS, in 2003, the citizens of Platte County voted by majority to approve a 3/8 cent retail sales tax on purchases throughout the County in order to raise funds for transportation improvements throughout the County; and

WHEREAS, the current 3/8 cent transportation sales tax expires September 2013, and the County has proposed renewal of said 3/8 cent transportation sales tax on the April 2, 2013 general election ballot; and

WHEREAS, the current sales tax is estimated to generate \$51.5 million dollars for transportation improvements prior to expiring; and

WHEREAS, it is estimated the current sales tax will have generated approximately \$1.33 million for the City of Parkville over 10 years, all of which have been used for local transportation improvements including the local match for replacing the 9 Highway / White Alloe bridge, completing major street overlays, replacing curb and sidewalk in locations throughout Parkville, constructing new Farmer's Market stairs, implementing a slurry seal program to extend the life our City streets and public parking lots, and providing local matching funds for the 9 Highway trail (currently under design); and

WHEREAS, the City's most recent citizen survey, completed in 2009, identified the maintenance of major City streets, neighborhood streets and City sidewalks as three of the top four maintenance issues; and

WHEREAS, annual revenues from the current transportation sales tax have been instrumental in improving and maintaining the City's street and sidewalk network, and although not the only source of revenue for these improvements, loss of these revenues will significantly impact the City's transportation budget and therefore the ability to improve and maintain City streets and sidewalks to the satisfaction of our citizens; and

WHEREAS, the Platte County Commission has placed renewal of the 3/8 cent sales tax on the April 2, 2013 general election ballot for consideration and if approved, the tax would be extended for another 10 years; and

WHEREAS, the County has projected the sales tax would generate approximately \$60 million, and thanks to growth throughout the last decade, Parkville is now projected to receive approximately \$1.6 to 1.8 million to spend on necessary transportation improvements over the next 10 years, if said renewal passes.

NOW, THEREFORE, BE IT RESOLVED:

The Mayor and Board of Aldermen hereby find that revenue generated from a renewed transportation sales tax will assist the City in providing necessary transportation improvements in the City of Parkville, and will help the City to respond to the transportation priorities set by the citizens of Parkville, and will further benefit Parkville through improvements throughout the County.

As such, the Mayor and Board of Aldermen hereby state our support for the 3/8 cent transportation sales tax renewal.

Further, should the tax be renewed, the Mayor and Board of Aldermen hereby pledge to use funds for local transportation projects including improvements to 45 Highway, road overlays, new and repaired curbs and sidewalks and other necessary vehicular and pedestrian improvements.

IN TESTIMONY WHEREOF, I have hereunto set my hand, in the City of Parkville this 19<sup>th</sup> day of March 2013, on behalf of the Parkville Board of Aldermen.



  
James C. Brooks  
Mayor, City of Parkville, Missouri

  
Assistant City Clerk Tracy Sisney

**TRANSPORTATION SALES TAX - DISTRIBUTION FORMULA BASED UPON A (50/50 - COUNTY/CITY) SHARE**

	<b>2003 - 2013</b>		<b>2013 - 2023</b>
<b>Approximate Tax Revenue</b>	<b>\$ 48,289,273</b>	<b>Projected Tax Revenue</b>	<b>\$ 60,000,000</b>
<b>50% Share for Cities</b>	<b>\$ 24,144,636</b>	<b>50% Share for Cities</b>	<b>\$ 30,000,000</b>

City / Village	U.S. Census Data			% of County Population			2003 - 2013 Approximate Revenue			2013 - 2023 Projected Revenue			
	2000 Population	2010 Population	Change in Population	2000 Fraction of Population	2010 Fraction of Population	Change in Fraction	TIF Distribution	Tax Distribution	Total Distribution	TIF Distribution	Tax Distribution	Total Distribution	Change in Revenue
Camden Point	484	474	(10)	0.00915	0.00733	(0.0018)		\$ 220,962	\$ 220,962		\$ 220,022	\$ 220,022	(\$940)
Dearborn	529	496	(33)	0.01000	0.00767	(0.0023)		\$ 241,506	\$ 241,506		\$ 230,234	\$ 230,234	(\$11,272)
Edgerton	533	546	13	0.01008	0.00845	(0.0016)		\$ 243,332	\$ 243,332		\$ 253,443	\$ 253,443	\$10,111
Farley	226	269	43	0.00427	0.00416	(0.0001)		\$ 103,176	\$ 103,176		\$ 124,865	\$ 124,865	\$21,688
Ferrelview	593	451	(142)	0.01121	0.00698	(0.0042)		\$ 270,724	\$ 270,724		\$ 209,346	\$ 209,346	(\$61,378)
Houston Lake	284	235	(49)	0.00537	0.00364	(0.0017)		\$ 129,655	\$ 129,655		\$ 109,082	\$ 109,082	(\$20,573)
Iatan	54	45	(9)	0.00102	0.00070	(0.0003)		\$ 24,653	\$ 24,653		\$ 20,888	\$ 20,888	(\$3,765)
Kansas City	34626	43676	9050	0.65472	0.67579	0.0211	\$ 3,932,860	\$ 11,875,036	\$ 15,807,896	\$ 7,538,003	\$ 12,735,554	\$ 20,273,557	\$4,465,661
Lake Waukomis	0	870	870	0	0.01346	0.0135		\$ -	\$ -		\$ 403,837	\$ 403,837	\$403,837
Northmoor	399	325	(74)	0.00754	0.00503	(0.0025)		\$ 182,156	\$ 182,156		\$ 150,859	\$ 150,859	(\$31,298)
Parkville	4059	5554	1495	0.07675	0.08594	0.0092	\$ 638,178	\$ 1,214,887	\$ 1,853,066	\$ 958,560	\$ 1,619,500	\$ 2,578,060	\$724,994
Platte City	3866	4691	825	0.07310	0.07258	(0.0005)		\$ 1,764,955	\$ 1,764,955		\$ 2,177,472	\$ 2,177,472	\$412,517
Platte Woods	474	385	(89)	0.00896	0.00596	(0.0030)		\$ 216,396	\$ 216,396		\$ 178,710	\$ 178,710	(\$37,687)
Ridgely	64	104	40	0.00121	0.00161	0.0004		\$ 29,218	\$ 29,218		\$ 48,275	\$ 48,275	\$19,057
Riverside	2979	2937	(42)	0.05633	0.04544	(0.0109)	\$ 468,442	\$ 891,569	\$ 1,360,010	\$ 506,894	\$ 856,404	\$ 1,363,299	\$3,288
Tracy	213	208	(5)	0.00403	0.00322	(0.0008)		\$ 97,241	\$ 97,241		\$ 96,550	\$ 96,550	(\$692)
Weatherby Lake	1873	1723	(150)	0.03542	0.02666	(0.0088)		\$ 855,085	\$ 855,085		\$ 799,783	\$ 799,783	(\$55,302)
Weston	1631	1641	10	0.03084	0.02539	(0.0054)		\$ 744,605	\$ 744,605		\$ 761,721	\$ 761,721	\$17,116
<b>Totals</b>	<b>52887</b>	<b>64630</b>	<b>11743</b>	<b>1.0000</b>	<b>1.0000</b>	<b>0.0000</b>	<b>\$ 5,039,480</b>	<b>\$ 19,105,156</b>	<b>\$ 24,144,636</b>	<b>\$ 9,003,458</b>	<b>\$ 20,996,543</b>	<b>\$ 30,000,000</b>	<b>\$ 5,855,364</b>

**NOTES:**

**2003 - 2013** Revenue figures are approximate. Final 2013 figures were not available from the County Treasurer at the time this spreadsheet was prepared .

**2013 - 2023** Estimated revenue is based upon a 1% annual growth factor

# Platte County, Missouri Department of Public Works

Greg Sager, Director



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Road and Bridge Maintenance \* Capital Improvement Projects \* Fleet Maintenance \* Public Right-of-Way Management

June 24, 2014

City of Parkville  
Mayor Nan Johnston & Board of Aldermen  
City Hall  
8880 Clark Avenue  
Parkville MO 64152

**RE: Missouri Highway 45 (K to I-435) Cost Share Project (J4U1108C)**

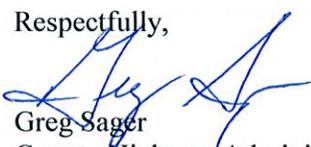
Honorable Mayor and Aldermen

The Missouri Department of Transportation has collaborated with the City of Parkville and Platte County to make significant improvements to MO45 between Highway K and Interstate 435. This is an important project that should serve the safety and capacity traffic demands of our citizens for several decades. The roadway will be widened from two lanes to four lanes and several safety and cross street access intersections will be improved.

The City of Parkville applied for an 80/20 cost share grant with the Surface Transportation Program (STP) in the amount of \$7,242,500. The grant was approved and the 20% cost share requirement is \$1,448,500. In recognition of the value of this project to all of our citizens and businesses, Platte County has agreed to supply the 20% cost share portion (\$1,488,500) of the grant. The current countywide transportation sales tax, of which fifty percent of the revenue is apportioned to incorporated cities and fifty percent is apportioned to the unincorporated areas of the county, will be used to fund the cost share. The funds will be taken from the portion of the sales tax revenue allocated to the unincorporated areas of the county. Platte County has entered into a funding agreement with the Missouri Highways and Transportation Commission for the purpose of funding this project.

The City of Parkville will not be responsible to the County for any reimbursement of these funds, nor shall the County withhold any portion of the cost from Parkville's apportionment from the transportation sales tax funds to pay for the cost share agreement.

Respectfully,

  
Greg Sager  
County Highway Administrator

Cc: County Commission

**2013 - 2023 TRANSPORTATION CAPITAL PROJECTS PLAN**

Countywide 3/8 Cent Sales Tax with 1% Yearly Growth - Estimated 10 year Gross Revenue

**\$60,023,050**

**Gross Unincorporated Funding (50% Share)**

Name/Location	Extent	Description/Bridge #	Projected Cost	Total	% of Revenue	
<b>BRIDGE PROJECTS</b>						
Walker Rd. @ Branch of Todd's Creek			\$350,000			
County Line South - over small creek		0970031	\$400,000			
Lamar Rd. @ Jordan Branch		0510010	\$450,000			
River Rd. @ Sugar Creek		0010012	\$350,000			
Settles Station Rd. @ Jowler Creek		1350026	\$375,000			
Stanton Rd. @ Sugar Creek		0060004	\$600,000			
Kirks Bottom Rd. @ Branch of Bear Creek		1560029	\$500,000			
Brown Rd. @ Short Creek		0100006	\$350,000			
County Line North - Branch of Grove Creek		0970001	\$400,000			
Sharp Station West over small creek		1380006	\$375,000			
N Bluff Rd. @ Branch of Bear Creek		1550006	\$375,000			
Lanter Lane @ Martin Creek		1890007	\$375,000			
Bee Creek Blvd. @ Bee Creek		14600221	\$750,000			
Clark Ave @ Grove Creek		1255001	\$750,000			
Old N HWY @ Brush Creek	(76th Street in Parkville)	2220012	\$600,000			
			<b>BRIDGES SUBTOTAL</b>	<b>\$7,000,000</b>	<b>12%</b>	
<b>ROADWAY PROJECTS</b>						
<b>INTERURBAN ROAD</b>	Platte River to Dearborn	Major Improvement	\$5,000,000			
<b>N.FARLEY ROAD</b>	Humphreys to 92 HWY	Major Improvement	\$3,000,000			
<b>RIVER ROAD/WALDRON (FF Hwy)</b>	I-435 to 45 HWY	Major Improvement	\$3,000,000			
<b>DYE STORE ROAD</b>	45 HWY to M HWY	Major Improvement	\$1,000,000			
			<b>ROADWAYS SUBTOTAL</b>	<b>\$12,000,000</b>	<b>20%</b>	
<b>MAJOR CAPITAL LEVERAGED PROJECTS</b>			(State Hwys - 45, B, E, 64th & I-29, etc)	\$3,000,000	\$3,000,000	5%
			<b>CAPITAL PROJECTS SUBTOTAL</b>	<b>\$22,000,000</b>		
<b>MAINTENANCE DISTRICT ANNUAL OPERATIONS SUPPORT</b>						
Farley Special Road District	30 miles		7%	\$528,232	1%	
Platte City Special Road District	45 miles		10%	\$792,349	1%	
Parkville Special Road District	55 miles		12%	\$968,426	2%	
Weston Special Road District	100 miles		22%	\$1,760,775	3%	
Public Works	225 miles		49%	\$3,961,743	7%	
			<b>O&amp;M SUBTOTAL</b>	<b>100%</b>	<b>\$8,011,525</b>	
<b>CAPITAL PROJECTS and O&amp;M SUPPORT TOTAL</b>				<b>\$30,011,525</b>	<b>50%</b>	

**\*Gross Incorporated Funding (50% Share)**

City / Village	Fraction of Population	*projected TIF payments	Total	% of Revenue	
Camden Point	0.007334055	\$0	\$220,106	0.37%	
Dearborn	0.007674455	\$0	\$230,322	0.38%	
Edgerton	0.008448089	\$0	\$253,540	0.42%	
Farley	0.004162154	\$0	\$124,913	0.21%	
Ferrelview	0.006978184	\$0	\$209,426	0.35%	
Houston Lake	0.003636082	\$0	\$109,124	0.18%	
latan	0.000696271	\$0	\$20,896	0.03%	
Kansas City**	0.675785239	\$7,538,003	\$12,743,342	33.79%	
Lake Waukomis	0.013461241	\$0	\$403,992	0.67%	
Northmoor	0.005028624	\$0	\$150,917	0.25%	
Platte City	0.072582392	\$0	\$2,178,308	3.63%	
Platte Woods	0.005956986	\$0	\$178,778	0.30%	
Parkville**	0.085935324	\$958,560	\$1,620,490	4.30%	
Riverside**	0.045443293	\$506,894	\$856,928	2.27%	
Ridgely	0.00160916	\$0	\$48,293	0.08%	
Tracy	0.00321832	\$0	\$96,587	0.16%	
Weatherby Lake	0.026659446	\$0	\$800,091	1.33%	
Weston	0.025390685	\$0	\$762,013	1.27%	
<b>Cities</b>		<b>\$9,003,458</b>	<b>\$21,008,068</b>		
			<b>CITIES TOTAL</b>	<b>\$30,011,525</b>	<b>50%</b>

\* Gross is before any TIF reduction

\*\* KCMO, Parkville, Riverside - distributions subject to TIF reduction

ROM cost estimations in 2012 dollars