



Notes: A 5:45 p.m. a work session will be held for a Route 9 Corridor Study update.

BOARD OF ALDERMEN
Regular Meeting Agenda
CITY OF PARKVILLE, MISSOURI
Tuesday, August 4, 2015 7:00 pm
City Hall Boardroom

Next numbers: Bill No. 2847 / Ord. No. 2817

1. CALL TO ORDER

- A. Roll Call
- B. Pledge of Allegiance

2. CITIZEN INPUT

3. MAYOR'S REPORT

- A. Recognize outgoing alderman Kari Lamer

4. CONSENT AGENDA

- A. Approve the minutes for the July 21, 2015 regular meeting
- B. Receive and file the June 2015 sewer report
- C. Receive and file the Semi-Annual Financial Report for the first half of 2015 and direct City Administration to publish
- D. Receive and file the 2016 Budget calendar
- E. Approve a professional services agreement with H&H Septic Service, Inc. for on-call sewer cleaning and repair services
- F. Approve accounts payable from July 15 to July 29, 2015

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

5. ACTION AGENDA

- A. Approve Resolution No. 08-01-15 adopting the Board of Aldermen Rules of Order (Administration)

6. STAFF UPDATES ON ACTIVITIES

- A. Police Department
 - 1. Emergency Management Exercise at Platte Landing Park
- B. Public Works
 - 1. Street Maintenance Update

7. COMMITTEE REPORTS & MISCELLANEOUS ITEMS FROM THE BOARD

8. ADJOURN

General Agenda Notes:

This agenda closed at noon on Thursday, July 30, 2015. With the exception of emergencies or other urgent matters, any item requested after the agenda was closed will be placed on the next board meeting agenda. Emergencies and urgent matters may be placed on an amended agenda only upon the vote of the Board of Aldermen.

1. CALL TO ORDER

A regular meeting of the Board of Aldermen was convened at 7:00 p.m. on Tuesday, July 21, 2015, and was called to order by Mayor Nanette K. Johnston. City Clerk Melissa McChesney called the roll as follows:

Ward 1 Alderman Kari Lamer	- present
Ward 1 Alderman Diane Driver	- present
Ward 2 Alderman Jim Werner	- present
Ward 2 Alderman Dave Rittman	- present
Ward 3 Alderman David Jones	- present
Ward 3 Alderman Douglas Wylie	- present
Ward 4 Alderman Marc Sportsman	- 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, Assistant City Administrator/Community Development Director
Alysen Abel, Public Works Director
Kevin Chrisman, Police Chief
Tim Blakeslee, Assistant to the City Administrator
Zach Tusinger, Community Development Intern
Steve Chinn, City Attorney

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

2. CITIZEN INPUT

3. MAYOR'S REPORT

A. Appoint Alderman Plumb as liaison to the Parkville Chamber of Commerce

Mayor Johnston stated that Alderman Werner served as the liaison for four years and Alderman Plumb agreed to serve as the new liaison.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO APPOINT ALDERMAN PLUMB AS LIAISON TO THE PARKVILLE CHAMBER OF COMMERCE. ALL AYES, MOTION PASSED 8-0.

Mayor Johnston said the Board held an annual priority setting retreat on July 20, 2015 and the results would be shared with the public. She thanked Chad Earwood, Chief Executive Officer of Engaged Companies, for allowing use of a conference room at their new location at The National.

Mayor Johnston announced that Alderman Kari Lamer was resigning as a Ward 1 alderman effective August 8, 2015. Aldermen Driver and Plumb agreed to serve on a committee to review applications to fill the vacancy.

4. CONSENT AGENDA

- A. Approve the minutes for the July 7, 2015 regular meeting
- B. Receive and file the June 2015 Municipal Court report
- C. Receive and file the financial report for the month ending June 30, 2015
- D. Receive and file the crime statistics for January through May 2015
- E. Approve a retailer of intoxicating liquor in the original package with Sunday sales liquor license for Vino Pair, LLC

- F. Approve a liquor by the drink picnic license for Ducks Unlimited for the 10th Annual Fundraising Banquet and Auction on September 12, 2015
- G. Approve a professional services agreement with Williams, Spurgeon, Kuhl & Freshnock for architectural services for parks projects
- H. Approve a maintenance agreement with Urban Tree Specialists, LLC for tree trimming on-call services
- I. Approve accounts payable from July 1 to July 15, 2015

City Administrator Lauren Palmer commented on the financial report for the month ending June 30, 2015, and thanked staff for their work to update the expense and revenue projections. She explained that the General Fund was estimated to end approximately \$400,000 above budget for 2015, but noted that different factors could affect the number throughout the remainder of the year. She added the Board would have discussions about how to use the carryover funds.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO APPROVE THE CONSENT AGENDA AND RECOMMENDED MOTION FOR EACH ITEM, AS PRESENTED. ALL AYES, MOTION PASSED 8-0.

5. ACTION AGENDA

A. Reject bids related to Route 9 Downtown Entryway Project

City Administrator Lauren Palmer explained that staff recommended rejecting the bids received on July 9, 2015, because they were above the engineer's estimate by 46 percent. A copy of the presentation is attached as Exhibit A. She said there were limited options other than rejecting the bids because the Missouri Department of Transportation (MoDOT) did not approve bids over 20 percent and did not allow negotiations with the low bidder to reduce the costs. Options included value engineering, reducing the scope by eliminating elements and removing portions to do the work in-house. Palmer added the design team would work on revised estimates including any changes requested by the Board.

Palmer provided an overview for the three options presented. Value engineering the project included changing the types of materials and lighting. Reducing the scope included eliminating the wing wall, removing lighting from the downtown markers and removing all the landscaping except the trees. Palmer noted the Board could have future discussions about additional funding to add some of the components back in at a later date. The third option was to remove portions of the project and have them completed by City staff, including installation of the trees. The Finance Committee discussed the banners and brackets and staff spoke with Kansas City Power & Light about installing them if they were purchased separately, which would require additional funding outside of the grant. Other in-house options included removal of the current improvements and concrete sidewalks. Alderman Jones stated the fourth option could be to not complete the sign, but he did not recommend the option.

Further discussion focused on the reason as to why the bids were higher than the engineer's estimate and Palmer said that it was due to the market and high demand for services. The Board also discussed possible donations for additional funds or materials and Palmer stated the City could only receive donations for elements of the work removed from the scope due to MODOT requirements. Palmer hoped to return to the Board with a recommendation in the next month for the rebid.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO REJECT ALL BIDS OPENED ON JULY 9, 2015, FOR THE ROUTE 9 DOWNTOWN ENTRYWAY PROJECT (STP-3301) FOR THE REASONS OUTLINED IN THE POLICY REPORT AND TO DIRECT STAFF TO WORK WITH THE DESIGN CONSULTANT TO PREPARE OPTIONS FOR REBIDDING THE PROJECT. ALL AYES, MOTION PASSED 8-0.

B. Direct staff to prepare a zoning text amendment in response to a petition from property owners regarding first floor uses for properties on Main Street

Assistant City Administrator/Community Development Director Sean Ackerson said there were discussions for many years to restrict uses on Main Street and the issue was re-introduced so the City requested that the business owners demonstrate their level of need to address the issue. As a result a petition was submitted, signed by members of the Main Street Parkville Association and nine property owners, requesting a text amendment to the Parkville Municipal Code to restrict non-retail uses on two blocks of Main Street. Ackerson said staff was looking for direction from the Board of Aldermen on the level of priority to address the issue.

Community Development Intern Zach Tusinger researched other communities in Missouri, Kansas and one in Colorado to find out how other municipalities addressed the issue. A copy of the presentation is attached as Exhibit A. He explained the two blocks were along Main Street from the railroad tracks on the south to 2nd Street on the north. The presentation addressed the boundaries; noted there was a need for clarification of the definition from the petition; included a summary of other communities; and provided a list of next steps.

Ackerson added that current non-retail businesses would be allowed to continue to operate and only new businesses would be affected by the text amendment.

City Administrator Lauren Palmer said the City explained to the business owners that the City would be unable to address the issue as a new priority unless they received consensus from the property owners. She added that staff could re-evaluate if the Board wanted to make it a priority.

Ackerson stated the request could be included on the August agenda for the Planning and Zoning Commission as a discussion item but would require more time to provide final recommendations.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO RECEIVE AND FILE THE PETITION FROM PROPERTY OWNERS REGARDING FIRST FLOOR USES FOR PROPERTIES ON MAIN STREET; AND TO DIRECT STAFF TO PREPARE A ZONING TEXT AMENDMENT IN RESPONSE TO THE PETITION FOR ACTION BY THE PLANNING AND ZONING COMMISSION AS SOON AS POSSIBLE. ALL AYES, MOTION PASSED 8-0.

Mayor Johnston stated the Board of Aldermen would deviate from its order of business to take up Item D prior to Item C.

D. Approve a work authorization with Leavenworth County Cooperative for a sprayer and chemicals to treat the weeds in the Platte Landing Park native vegetation area

Public Works Director Alysen Abel explained that Platte Landing Park was owned by Platte County and maintained by Parkville, and according to the cooperative agreement the City was responsible for determining the best course of action for maintenance of the native vegetation and wetland areas. Following several unsuccessful attempts to burn of the area, staff reached out to Laurie Brown from Vireo, she provided a recommendation to remove the invasive vegetation. The Community Land and Recreation Board discussed the issue and recommended further action from the Board of Aldermen.

Abel said staff explored other options, including local farmers or City staff mowing the area, selective seeding, disking the area and local farmers planting for short periods but none were feasible. Staff also reached out to the Platte County Public Works, Platte County Parks and Recreation and the City of Riverside to borrow equipment or manpower but there were no resources available. The mitigated wetland area was under maintenance with Donovan Hite and the City received information from him about the ways to treat the area. She added the only way to get a commercial-grade boom sprayer was through a cooperative and Leavenworth County Cooperative submitted the only estimate at \$22 per acre, including materials and manpower. Abel said that if the request was approved staff would return to the Board of Aldermen for approval of

mowing in the second phase and staff would look into the option of renting, leasing or buying equipment.

Laurie Brown, Vireo, provided an overview of the native vegetation, issues with the invasive weeds, and options to maintain the vegetation after the first round of spraying. Brown responded to questions regarding the status of the Section 1135 Platte Landing Park Ecosystem Restoration Project. The consultant team was waiting on information from the Army Corps of Engineers to complete the feasibility study and environmental assessment. Brown that the proposed maintenance costs could be applied toward the local cost share for the Section 1135 funding. Palmer asked if additional local funds were required, and Brown stated the project would likely be able to demonstrate adequate local funding based on the County's previous land acquisition and construction costs for the park, but the maintenance costs could supplement that amount. Brown also stated that the Army Corps of Engineers gave preliminary approval to include a three-year warranty period in the wetland restoration project so the contractor would have responsibility to establish the wetland before the City assumes maintenance.

Mayor Johnston said that the hope was to use the dirt from the wetland area to provide fill for future ball fields.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO APPROVE A WORK AUTHORIZATION WITH LEAVENWORTH COUNTY COOPERATIVE FOR THE LABOR, EQUIPMENT, AND MATERIALS TO TREAT THE PLATTE LANDING PARK WETLAND AND NATIVE VEGETATION AREA IN AN AMOUNT OF \$22 PER ACRE, OR IN THE AMOUNT OF \$2,200 FOR THE 100-ACRE AREA. ALL AYES, MOTION PASSED 8-0.

Mayor Johnston returned to the order of business on the printed agenda.

C. Actions related to the revisions to the special events permit process

Assistant to the City Administrator Tim Blakeslee said revisions to the guidelines for events in Parkville included 5K/10K events and fees, adding a standing event status for Microbrew Fest, and prohibiting weddings at the Parkville Nature Sanctuary. He added that regulations for block parties would be incorporated into the event guidelines and removed from the Parkville Municipal Code.

1. Approve an ordinance repealing Parkville Municipal Code Section 215.020, subsection B and amending Section 310.170, subsection B regarding block parties

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2846, AN ORDINANCE **REPEALING PARKVILLE MUNICIPAL CODE SECTION 215.020, SUBSECTION B AND AMENDING SECTION 310.170, SUBSECTION B RELATED TO RULES AND REGULATIONS FOR BLOCK PARTIES IN THE CITY OF PARKVILLE**, BE APPROVED FOR FIRST READING. ALL AYES, MOTION PASSED 8-0.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2846 BE APPROVED ON FIRST READING AND PASSED TO SECOND READING BY TITLE ONLY. ALL AYES, MOTION PASSED 8-0.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2846 BE APPROVED ON SECOND READING TO BECOME ORDINANCE NO. 2816. ALL AYES BY ROLL CALL VOTE: WYLIE, PLUMB, WERNER, DRIVER, LAMER, RITTMAN, JONES AND SPORTSMAN. MOTION PASSED 8-0.

2. Approve Resolution No. 07-02-15 revising the fees associated with 5K and 10K special events and block parties adopted in the Schedule of Fees

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO **APPROVE RESOLUTION NO. 07-02-15 SETTING FEES ASSOCIATED WITH 5K/10K SPECIAL EVENTS AND BLOCK PARTIES IN THE SCHEDULE OF FEES.** ALL AYES, MOTION PASSED 8-0.

3. **Approve Resolution No. 07-03-15 revising the special event policy guidelines with regard to the 5K/10K route and event fees, standing event status for Parkville Microbrew Fest, weddings in the Parkville Nature Sanctuary and block parties**

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO **APPROVE RESOLUTION NO. 07-03-15 REVISING THE SPECIAL EVENT POLICY GUIDELINES KNOWN AS THE GUIDELINES FOR EVENTS IN PARKVILLE.** ALL AYES, MOTION PASSED 8-0.

D. STAFF UPDATES ON ACTIVITIES

A. Administration

City Administrator Lauren Palmer provided an update on the Route 9 Corridor Study, noting that the steering committee had its second meeting on July 16, the Board would receive a report from the consulting team on design concepts on August 4, and the first public input session was scheduled for August 5.

B. Public Works

Public Works Director Alysen Abel provided an update on the Missouri State Emergency Management Agency (SEMA) reimbursements from the severe weather and flooding, noting that on June 18 Missouri Governor Jay Nixon declared a state of emergency beginning May 15 and Platte County was listed among 70 counties that experienced prolonged damage. Staff worked with representatives from other entities in the county to compile a list of damages. Parkville estimated a total cost of approximately \$37,000 in expenses. Abel added that she and Captain Jon Jordan met with Platte County, the Federal Emergency Management Agency and SEMA to review the estimates. She also said Governor Nixon extended the emergency through August 14 and staff would continue to compile expenses.

Abel stated that a dedication was scheduled on July 28 for a dedication for the picnic tables purchased by donations in memory of Barbara Lance at the Parkville Nature Sanctuary. She added that staff was also working to schedule a dedication ceremony for the Gresham Memorial Spirit Fountain in conjunction with the August Community Land and Recreation Board meeting.

Alderman Sportsman requested an update on the sewer issue on Hickory Place in Riss Lake and Abel responded that staff was working to determine the cause of the problem and she would provide the Board with an update once the issue was resolved.

6. COMMITTEE REPORTS & MISCELLANEOUS ITEMS FROM THE BOARD

7. EXECUTIVE SESSION

- A. **Attorney-client matters pursuant to RSMo 610.021(1) and personnel matters pursuant to RSMo 610.021(3)**

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER **ENTER INTO EXECUTIVE SESSION TO DISCUSS ATTORNEY-CLIENT MATTERS PURSUANT TO RSMO 610.021(1) AND PERSONNEL MATTERS PURSUANT TO RSMO 610.021(3).** ALL AYES BY ROLL CALL VOTE: WYLIE, PLUMB, WERNER, DRIVER, LAMER, RITTMAN, JONES AND SPORTSMAN. MOTION PASSED 8-0.

MINUTES OF THE BOARD OF ALDERMEN REGULAR MEETING OF JULY 21, 2015

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Draft until approved by the Board of Aldermen

The Board entered into the Executive Session at 8:44 p.m. At 9:57 p.m., the Board reconvened in open session.

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

Mayor Johnston announced no action was taken as a result of the executive session.

8. ADJOURN

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO ADJOURN THE JULY 21, 2015, REGULAR BOARD MEETING AT 9:58 P.M. ALL AYES; MOTION PASSED 8-0.

The minutes for Tuesday, July 21, 2015, having been read and considered by the Board of Aldermen, and having been found to be correct as written, were approved on this the fourth day of August 2015.

Submitted by:

City Clerk Melissa McChesney

OPERATIONS REPORT – PARKVILLE DIVISION

June 2015 Report to the City of Parkville

OPERATING DIVISIONS

MISSOURI

Atchison County
Wholesale Water
Commission

Bonne Terre
Boonville
Bowling Green
Buchanan County #1
Cameron
Cape Girardeau
Craig
Carroll County #1
Clay County #6
East Central Missouri
Water & Sewer
Authority

Elsberry
Fayette

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

Henry County #3
Lake Ozark/
Osage Beach

Lincoln County #1
Nevada
Parkville

Phelps County #2
Platte County #C-1
Ralls County #1
Russellville

St. Charles County #2
St. Genevieve
Sedalia
Versailles

IOWA

Maquoketa
Tipton

TENNESSEE

Dyersburg Welcome
Center

Waste Water Treatment Plant Operations

- 5.30” of precipitation fell during the month.
- The plant performed well this month with 98.8% removal efficiency for B.O.D. and 96.8% for TSS.
- An average of 647,167 gallons of wastewater was treated each day during the month.

Waste Water Laboratory Analysis

- Staff performed 296 recorded lab tests.
- The following samples were delivered to Keystone Labs for analysis: Oil & Grease (5), NH₃-N (5).
- Monthly and daily laboratory equipment maintenance and calibrations were performed according to manufacturers’ guidelines.

Waste Water Treatment Plant Maintenance

- Staff cleaned east and west clarifier.
- LDO basins probes 1a, 1b, 2a, and 2b were cleaned.
- Routine P.M.s were done in accordance with all manufacturer recommendations.
- Staff cleaned UV channel.
- Sprayed for weeds around the fence at WWTF.
- Staff power washed Lab building and concrete decking around headworks.

Collection System Operations

- Robin 4000 odor control chemical continues to be fed from the Riss Lake site at approximately 25 gallons per day.
- Staff continues to monitor for H₂S at manhole B-16 on a weekly basis.
- Staff continues to monitor pressure gauge on force main at River Chase subdivision three times per week.
- Staff performed 4 sewer inspections for the month of June. 2 in Cider Mill Ridge and 2 in Riss Lake subdivision.

Collection System Maintenance

- Each pump station was checked on Mondays, Wednesdays, and Fridays. Maintenance notes recorded in the Antero program.
- In order to prevent an SSO at Eastside Lift Station, H&H Septic was called to pump down the wet well on June 3, due heavy amounts of

OPERATIONS REPORT – PARKVILLE DIVISION

rainfall. Staff continues to monitor the wet well level. This lift station will be decommissioned and sewage sent to Platte County Sewer District at the end of summer.

- H&H septic repaired a bad check valve on the city's side of curb stop at 8505 Lakeview Dr. in Riss Lake.
- JCI delivered spare Flygt pump for River Hills pump station.
- Brenntag delivered 4000 gallons of Robin 4000 for odor control at Riss Lake.

Bio-solids

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

Safety

- 6/11/15: Excavation Safety.

Recommendations

- Nothing at this time.

Other

- Staff gave two local boy scouts from troop 333 a tour of the WWTF. They are in the process of earning their Environmental Science merit badge.

OPERATIONS REPORT – PARKVILLE DIVISION

Loading

Hydraulic	647,167 gallons per day
Organic	373 mg/L of BOD ₅ per day

NPDES Effluent Permit Parameters

Parameter	Monthly Average	Permit Limit
pH	6.7 Min. and 7.4 Max	6.5 - 9.0
TSS	3.75 mg/L	30 mg/L
BOD ₅	2 mg/L	25 mg/L
NH ₃ -N	0.24 mg/L	3.5 mg/L
O & G	6 mg/L	10.0 mg/l
Fecal Coliform	3.39 #/100mL	400 #/100mL

Removal Efficiency

Parameter	Monthly Average	Permit Limit
Organic	98.8%	85 %
Solids	96.8 %	85 %

Biosolids

	Report Period	Year to Date
Quantity Applied	0 dry tons	16.6 dry tons
Acres Applied	0 acres	30 acres

OPERATIONAL CONTROL PARAMETERS												
DATE	AB #1					AB#2					SLUDGE DRY TONS	WEATHER
	PH UNITS	TEMP. °C	DO mg/l	MLSS mg/l	Settled Solids	PH UNITS	TEMP. °C	DO mg/l	MLSS mg/l	Settled Solids		
1	6.9	19.2	0.1	4070	530	6.8	18.7	1.7	4180	470		C
2	6.9	18.8	0.1	4290	540	6.8	18.9	1.9	3960	480		PC
3	6.9	19.4	0.1	3910	500	6.8	19.6	0.9	4190	450		O
4	6.8	18.8	0.1	4180	500	6.7	19.6	1.5	3550	350		R
5	6.9	18.7	0.1	3680	450	6.8	19.2	0.6	4050	400		R
6												C
7												C
8	6.9	19.2	0.1	4230	500	6.8	19.9	2.6	4240	450		PC
9	6.7	19.9	0.1	4180	580	6.9	19.4	1.3	4390	470		C
10	6.8	20.2	0.1	4040	450	6.8	20.0	0.8	4160	420		C
11	6.8	20.5	0.1	3830	500	6.7	21.0	1.4	4110	400		O
12	6.8	20.8	0.1	4050	500	6.7	21.3	1.4	4090	450		O
13												O
14												O
15	7.0	20.4	0.1	4110	720	6.9	20.5	2.0	4190	590		O
16	6.8	20.4	0.1	4050	580	6.8	20.7	2.1	4030	450		O
17	6.8	20.6	0.1	3860	570	6.7	21.3	1.3	4030	450		O
18	6.8	21.1	0.1	4020	600	6.7	21.8	1.1	3890	450		O
19	6.8	21.5	0.1	3810	600	6.7	21.8	1.8	3900	480		PC
20												C
21												PC
22	6.9	21.5	0.1	4040	800	6.7	22.0	1.1	3800	450		PC
23	6.8	22.0	0.0	4220	650	6.6	22.3	1.4	4110	500		C
24	6.9	21.2	0.1	3840	700	6.7	22.0	1.7	3890	475		C
25	6.9	21.6	0.1	4020	650	6.7	22.3	1.3	3810	475		PC
26	6.9	21.7	0.1	3690	600	6.7	22.3	1.7	3880	500		R
27												C
28												PC
29	7.0	21.7	0.1	3740	790	6.8	22.0	1.9	3760	540		C
30	7.0	21.7	0.1	3930	790	6.8	22.0	1.6	4030	540		PC
31												

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

Tests Performed by: Paul Naher <i>Paul Naher</i>	Title: Maint. Worker	Phone #: 816-891-0003	Date: 7-20-15
Report Approved by: C. Richard Wilson <i>C. Richard Wilson</i>	Title: Local Manager	Phone #: 816-891-0003	Date: 7-20-15

CITY OF PARKVILLE Policy Report

Date: Tuesday, July 28, 2015

Prepared By:
Lauren Palmer
City Administrator

Reviewed By:
Steve Berg
City Treasurer

ISSUE:

Receive and file the Semi-Annual Financial Report for the first half of 2015 and direct City Administration to publish.

BACKGROUND:

Both state statute and city ordinance require the City Treasurer to produce a semi-annual financial report that summarizes revenues and expenses for a six-month period. The last report was produced in February for the second half of 2014. The semi-annual report for the first half of 2015 is ready for review and publication in a local newspaper as required by law. To reduce publication costs, an abbreviated version of the report will be published in the newspaper, but it will direct readers to the City's website for additional information. The City Treasurer has prepared an expanded version of the report for the website that includes additional information.

BUDGET IMPACT:

There is no budget impact associated with this action other than the cost of publication which will be funded from the Administration Division (501) of the General Fund (10).

ALTERNATIVES:

1. Approve the Semi-Annual Financial Report for the first half of 2015 and direct City Administration to publish.
2. Do not approve the report and provide further direction to staff.
3. Postpone the item.

FINANCE COMMITTEE RECOMMENDATION:

On July 27, 2015, by a vote of 4-0, the Finance Committee recommended that the Board of Aldermen approve the Semi-Annual Financial Report for the first half of 2015 and direct City Administration to publish.

STAFF RECOMMENDATION:

Approve the Semi-Annual Financial Report for the first half of 2015 and direct City Administration to publish.

POLICY:

Section 130.090 of the Parkville Municipal Code requires the City Treasurer to furnish to the Board of Aldermen a semi-annual report in January and July each year of the amount of money received on account of the City during the half year, from what sources received, and the amount of money disbursed, and on what account, and the balance in his hands to the credit of the City. Section 105.130 of the Parkville Municipal Code requires the Board of Aldermen to publish the semi-annual report in some newspaper in the City. The sections of Code that require the production and publication of a six-month report are based on corresponding sections of Missouri statutes (RSMo 79.160 and 79.165).

SUGGESTED MOTION:

I move to receive and file the Semi-Annual Financial Report for the first half of 2015 and direct City Administration to publish.

ATTACHMENTS:

1. Semi-Annual Report – 1st Half of 2015 (publication version)
 2. Semi-Annual Report – 1st Half of 2015 (full version)
-

City of Parkville, Missouri

Semi-Annual Report
January 1 through June 30, 2015

General Fund

Revenue	2,358,178
Expenditures	<u>1,829,518</u>
Revenue, net of Expenditures	<u><u>528,660</u></u>

Enterprise Fund-Sewer Utility

Revenue	514,095
Expenditures	<u>695,521</u>
Revenue, net of Expenditures	<u><u>(181,426)</u></u>

Debt Service Funds

Revenue	771,299
Expenditures	<u>675,692</u>
Revenue, net of Expenditures	<u><u>95,607</u></u>

Special Revenue Funds

Revenue	885,468
Expenditures	<u>856,256</u>
Revenue, net of Expenditures	<u><u>29,212</u></u>

Debt of City of Parkville, June 30, 2015

Certificates of Participation	4,630,000
Sewer Utility	1,382,500
Neighborhood Improvement Districts (NIDs)	<u>10,530,000</u>
Total Debt	<u><u>16,542,500</u></u>

For additional information, visit www.parkvillemo.gov

City of Parkville, Missouri

Semi-Annual Report

January 1 through June 30, 2015

General Fund

Revenue	
Taxes	1,090,592
Licenses	46,395
Permits	132,016
Franchise Fees	239,644
Sales Taxes	506,743
Other Revenue	19,126
Court Revenue	116,351
Interest Income	4,161
Grants and Miscellaneous Revenue	29,900
Transfers In	173,250
Total Revenue	<u>2,358,178</u>
Expenditures	
Administration	432,382
Police Department	537,136
Municipal Court	73,836
Public Works	85,942
Community Development	127,826
Street Department	197,525
Parks Department	153,254
Nature Sanctuary	11,495
Channel 2/Website	7,608
Transfers Out	138,750
Information Technology	17,082
Capital Outlay	46,682
Total Expenditures	<u>1,829,518</u>
Funds Carried Forward for current year	<u>1,137,654</u>
Revenue & Carryover, net of Expenditures	<u><u>1,666,314</u></u>

Enterprise Fund - Sewer Utility

Revenue	514,095
Expenditures	695,521
Funds Carried Forward for current year	1,104,409
Revenue & Carryover, net of Expenditures	<u><u>922,983</u></u>

Debt Service Funds

Revenue	771,299
Expenditures	675,692
Revenue, net of Expenditures	<u><u>95,607</u></u>

NID Debt Service Funds

Revenue	254,274
Expenditures	251,224
Revenue, net of Expenditures	<u><u>3,050</u></u>

Reserved and Restricted Funds

Revenue	631,194
Expenditures	605,032
Revenue, net of Expenditures	<u><u>26,162</u></u>

Debt of the City of Parkville, June 30, 2015

Certificates of Participation	4,630,000
Sewer Utility	1,382,500
Neighborhood Improvement Districts (NIDs) ¹	10,530,000
Total Debt	<u><u>16,542,500</u></u>

¹ NID debt payments are a valid and legally binding indebtedness of the City payable from special assessments on properties benefitted by the improvements.

Submitted by Stephen D. Berg, Treasurer



2016 Budget Calendar

Revised 7-21-15

August							September							October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5					1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31	29	30						27	28	29	30	31		
30	31																																	

Denotes Board of Aldermen review/action

July 2015

- 20th Board of Aldermen Priority Setting Workshop
- 27th Review 2016 Budget Calendar with Finance Committee

August 2015

- 5th Budget worksheets issued to staff for capital budgets and all funds.

September 2015

- 1st Public hearing on the revised property tax levy for the 2015 tax year.
- 8th Initial review of Community Development budget request by Planning and Zoning Commission.
- 9th Review of Parks and Nature Sanctuary budget request by Community Land and Recreation Board (CLARB).
- 11th Deadline for departments to have 2016 Budget requests in to the City Administrator.
- 14th - 18th Review and creation of initial operating budget for major funds and CIP
- 21st - Oct. 9th City Administrator and Department Head Budget Meetings
 - General Fund and CIP
 - Revenues
 - Administration
 - Information Technology
 - Public Information
 - Community Development
 - Police
 - Municipal Court
 - Public Works
 - Administration
 - Parks
 - Streets
 - Nature Sanctuary
 - Transportation Fund
 - Sewer Utility
 - Other Funds

October 2015

- 12th - 16th Review and creation of second iteration of operating budget for major funds and CIP.
13th Planning and Zoning Commission Review of proposed projects for 2016-2021 CIP.
20th First budget work session with the Board of Aldermen on proposed 2016 Budget
(3rd Tuesday - 5:30 p.m.)
Tentative Topics – Revenue forecast, General Fund operating budget, Emergency Reserve Fund, minor funds
- 27th Second budget work session with the Board of Aldermen on proposed 2016 Budget and 2016-2021 CIP. (4th Tuesday – 5:30 p.m.)
Tentative Topics – CIP – Part 1 (Administration, Police, Court, Community Development); Debt Service Funds; General Fund operating follow-up

November 2015

- 3rd Third budget work session with the Board of Aldermen on proposed 2016 Budget and 2016-2021 CIP. (1st Tuesday – 5:30 p.m.)
Tentative Topics – CIP – Part 2 (Public Works – Streets, Parks, Nature Sanctuary); Transportation Fund, miscellaneous follow-up
- 17th Fourth and final budget work session with the Board of Aldermen on proposed 2016 Budget and 2016-2021 CIP. (3rd Tuesday – 5:30 p.m.)
Tentative Topics - Sewer Utility Fund and Sewer CIP; Summary Review

December 2015

- 1st Adoption of the 2016 City Budget, 2016-2021 CIP, and amended 2015 City Budget for select funds if necessary. (1st Tuesday – 7:00 p.m.)
- 15th **(If Needed)** Final adoption of the 2016 Budget and 2016-2021 CIP. (3rd Tuesday – 7:00 p.m.)

January 2016

- 1st 2016 Fiscal Year begins
- 29th Publication of adopted 2016 Budget document

CITY OF PARKVILLE

Policy Report

Date: July 28, 2015

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Lauren Palmer
City Administrator

ISSUE:

Request to approve a maintenance agreement with H&H Septic Service for on-call sewer cleaning and repair services.

BACKGROUND:

There are numerous services that the Public Works staff needs on a routine and emergency basis throughout the year. When reviewing revisions to the purchasing policy last fall, the city attorney suggested entering into multi-year service contracts for these routine services in order to lock in prices and avoid having to repeat the process to accept quotes or bid for smaller scopes of work. The intent is for the City to contract with one vendor, who will provide priority services to the City during emergency and non-emergency situations. On July 15, 2015, the Board of Aldermen approved the on-call tree trimming services contract.

On June 30, 2015, the City released a bid request for On-Call Sewer Cleaning Services. The City received one response from H&H Septic Service. The bid form included a standard list of services and equipment for sewer cleaning and repairs. The attached bid tabulation shows the unit prices for each item, with prices for emergency and non-emergency services. Emergency services were bid separately because the contract requires a guarantee of faster response times for those services.

The City has used H&H Septic Service numerous times in the past and has had an extremely positive experience. The company has always been responsive to the needs of the Public Works staff, especially during emergency situations.

H&H Septic Service has a local presence, with a location west of Parkville on FF Hwy. The proximity is a benefit to Parkville with respect to emergency sewer calls. H&H Septic has years of experience and knowledge of the City and its staff.

BUDGET IMPACT:

The Sewer Fund includes budget for Pump Station Maintenance and Line Maintenance. Depending on the nature of the work being done, staff will use the proper budget item.

ALTERNATIVES:

1. Approve the maintenance agreement with H&H Septic Service.
2. Do not approve the maintenance agreement.
3. Provide other direction to staff to meet the desires of the Board of Aldermen.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends the approval of the maintenance agreement with H&H Septic Service for on-call sewer cleaning and repair services.

FINANCE COMMITTEE RECOMMENDATION:

At the meeting on July 27, 2015, the Finance Committee, by a vote of 4-0, recommended that the Board of Aldermen approve the maintenance agreement with H&H Septic Service for on-call sewer cleaning and repair services.

POLICY:

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

SUGGESTED MOTION:

I move to approve the maintenance agreement with H&H Septic Service for on-call sewer cleaning and repair services, with the unit prices listed in the agreement.

ATTACHMENT:

1. Bid Tabulation
2. Maintenance Agreement – Small Construction Contract

BID TABULATION

ON-CALL SEWER CLEANING SERVICES

TUESDAY, JULY 14, 2015

10:00 A.M. – PUBLIC WORKS CONFERENCE ROOM

SECTION :

Bidder	TOTAL
*H & H Septic Service, Inc. Platte City, MO 64079	Unit Prices (see attached breakdown)

(*) Recommended Award of Purchase

BID TABULATION

On-call Sewer Cleaning Services

BIDDER: H & H Septic Service, Inc.

NON-EMERGENCY SERVICES

SCOPE OF WORK	UNIT PRICE	UNIT
VACUUM TRUCK	\$275.00/1 st \$125/hr. thereafter	HR
HYDRO JETTER TRUCK W/OPERATOR	\$575.00/1 st \$95/hr. thereafter	HR
ADDITIONAL MAN PER HOUR	\$60.00	HR
CAMERA LOCATE	\$200.00/1 st \$50/hr. thereafter	HR
DISPOSAL FEE	\$.095	GAL
MINOR LINE REPAIR:		
EQUIPMENT W/OPERATOR	\$200.00 per machine Backhoe/mini- x/skid loader	HR
LABOR (EXCLUDES OPERATOR)	\$60.00	HR

EMERGENCY SERVICES

SCOPE OF WORK	UNIT PRICE	UNIT
VACUUM TRUCK	\$375.00/1 st \$125/hr. thereafter	HR
HYDRO JETTER TRUCK W/OPERATOR	\$675.00/1 st \$95.00/Hr. thereafter	HR
ADDITIONAL MAN PER HOUR	\$60.00	HR
CAMERA LOCATE	\$200.00/1 st \$50.00/hr. thereafter	HR
DISPOSAL FEE	\$.095	GAL
MINOR LINE REPAIR:		
EQUIPMENT W/OPERATOR	\$300.00/1 st \$200.00/hr. thereafter Backhoe/mini- x/skid loader	HR
LABOR (EXCLUDES OPERATOR)	\$60.00	HR

SMALL CONSTRUCTION SERVICES AGREEMENT MAINTENANCE OR REPAIR PROJECT

THIS SERVICE AGREEMENT, entered into on this the 4th day of August, 2015, by and between the CITY OF PARKVILLE, MISSOURI ("City") and H & H SEPTIC SERVICE, INC., ("Contractor").

WHEREAS, the City seeks to hire Contractor to provide certain on-call construction services as described in Exhibit "A" to this Agreement (the "Construction Services"); and

WHEREAS, the City has budgeted funds to acquire the services necessary to complete the Construction Services; and

WHEREAS, Contractor has the necessary staff and qualifications to provide the Construction Services to the City.

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

I. SCOPE OF SERVICES

- A. The term "Construction Services" when used in this Agreement shall mean any and all labor, material, equipment, insurance, surety bonds or other thing of value that may be required by this Agreement including its exhibits.
- B. The City agrees to retain Contractor and Contractor agrees to perform and complete the Construction Services described in the **Exhibit "A"** – Scope of Work, attached hereto and incorporated by reference.
- C. Service Provider represents it has all necessary skills, personnel, financial capacity, licenses, permits, knowledge, and certifications required to perform the Services described herein.

II. COMPENSATION

- A. As consideration for providing the Construction Services, the City shall pay Contractor as set forth in **Exhibit "A"**.
- B. Contractor shall submit its invoices to the City either at completion of the Project, or on such milestone or other interim terms as set forth on **Exhibit "A"**. Contractor's final invoice shall be accompanied by Waivers of Lien and Releases of Claim on the forms attached as **Exhibit "B-2"** to this Agreement, executed by Contractor, any all subcontractors with contract values of \$5,000 or more, and notarized. If partial payments are authorized on **Exhibit "A"**, then Contractor shall submit partial lien waivers on the form attached as **Exhibit "B-1."** The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Contractor of the nature of the dispute regarding the balance.
- C. Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

III. SCHEDULE

- A. Time is of the essence in performance of this Agreement.
- B. Unless otherwise directed by the City, Contractor shall commence performance of the Construction Services upon execution of this Agreement.
- C. Services shall be completed within the schedule set forth on **Exhibit "A"**.
- D. Neither the City nor the Contractor shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.
- E. If **Exhibit "A"** contains a provision for Liquidated Damages, it shall be because the parties have agreed that late completion of the Construction Services by Contractor would cause irreparable harm to the City, which harm is difficult to quantify; and that the parties have agreed that the amount stated in Exhibit "A" for Liquidated Damages is a fair approximation of the daily costs that the City would incur for late Substantial Completion of the work.

IV. CHANGES

- A. The City reserves the right to issue Changes, both additive and deductive, to the Scope of Work at the City's discretion. Contractor shall advise the City of additional costs and time delays, if any, resulting from such Changes, before Contractor performs the Changes. No adjustment to the Contract Time or Contract Price will be permitted unless Contractor has advised the City of the potential impact prior to commencing work on the Change, and the City either issues a Change Order which is agreed to by the parties, or the City directs the Contractor to proceed.
- B. Contractor shall provide Construction Services under this Agreement only upon written request of the City and only to the extent defined and required by the City. Any additional services or materials provided by the Contractor without the City's prior written consent shall be at the Contractor's own risk, cost, and expense, and Contractor shall not make a claim for compensation from the City for such work.

V. INDEMNIFICATION

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

VI. INSURANCE

- A. Contractor shall secure and maintain, at its expense, through the duration of this Agreement insurance as set forth on **Exhibit "C."**

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

- A. Contractor's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any and all employees of the Contractor.
- B. Unless otherwise stated in **Exhibit "A"**, Contractor shall be represented by a Superintendent or Foreman authorized to give and receive all instruction and notices from and to the City at all times while performing Construction Services, and shall have on site a person who is fluent in all languages necessary to communicate instructions regarding the work and information regarding medical emergencies with Contractor's employees and subcontractors.
- C. All of the Construction Services required hereunder will be performed by the Contractor or under Contractor's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- D. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement including, but not limited to, indemnification, insurance and warranties.
- E. Contractor and all subcontractors with a contract value of \$5,000 or more shall execute affidavits on the form attached as **Exhibit "D"**, attesting to their compliance with RSMo. § 285.530.5 concerning compliance with Missouri's Worker Eligibility requirements.
- F. Contractor and all subcontractors must require all on-site employees to complete the ten-hour construction training program required under Section 292.675 RSMo. unless they have previously completed the program and have documentation of having done so. Contractor shall execute the affidavit attached as **Exhibit "E"**, attesting that it has provided OSHA safety training for its on-site employees. Contractor will forfeit a penalty to the City of \$2,500 plus an additional \$100 for each employee employed by Contractor or any subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. See Section 292.675 RSMo.
- G. No illegal drug or alcohol usage will be tolerated at the Site. All persons admitted to work on the Site will dress appropriately and avoid foul language. Music shall not be played at volume levels that would be objectionable to third-parties. Any worker found by the City to be violating these conduct requirements will be removed immediately.

VIII. WARRANTY

- A. The Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new unless the Scope of Work documents require or permit otherwise. The Contractor further warrants that the work will conform to the requirements of the Scope of Work documents and will be free from defects, except for those inherent in the quality of the Work the Scope of Work documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor or its subcontractors or suppliers, improper or insufficient maintenance or improper

operation. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor's warranties required by the Agreement (express and implied) shall remain in full force and effect even if a material or equipment item is required by the Owner to be manufactured by a specific entity, and no other equivalent product manufactured by any other entity is acceptable.

- B. The Contractor's warranty in Section IX.A. shall not be construed to replace, change or otherwise limit any statutory or common law warranty rights of the Owner, or any other Contract requirements.

IX. OWNERSHIP OF WORK PRODUCT

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

X. RELATIONSHIP OF THE PARTIES

- A. Contractor represents that it is an independent contractor and that no personnel performing any of the Construction Services shall be employees of or have any contractual relationship with the City.

XI. NOTICES

- A. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section:
- B. Notices sent by Contractor shall be sent to:
 - City of Parkville
 - Attn: City Administrator
 - 8880 Clark Ave.
 - Parkville, MO 64152
- C. Notices sent by the City shall be sent to:
 - H & H Septic Service, Inc.
 - 30 Village Circle Drive
 - Platte City, MO 64079
 - 816-330-4040

XII. CORRECTION OF WORK

The Contractor shall promptly correct work rejected by the City or failing to conform to the requirements of the Agreement, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for services and expenses of a designer made necessary thereby, shall be at the Contractor's expense. If the Contractor fails to correct nonconforming Work within ten (10) days after receipt of written notice from the City, the City may correct it at Contractor's expense.

XIII. TERM AND TERMINATION

- A. The term of this agreement shall be one (1) year from the effective date of this agreement.

- B. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.
- C. Notwithstanding anything to the contrary in this Agreement or exhibit, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days' written notice to the Contractor. The City shall compensate Contractor for the Construction Services that have been completed to the City's satisfaction as of the date of termination. Contractor shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.
- C. The City may terminate the Agreement for cause if the Contractor
 - 1. refuses or fails to supply enough properly skilled workers or proper materials;
 - 2. fails to make payment to Subcontractors for materials, equipment, services or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
 - 3. disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
 - 4. or its Subcontractors or Sub-subcontractors causes a work stoppage due to any strike, picket, boycott or participates in any voluntary or involuntary cessation of Work; or
 - 5. otherwise is guilty of substantial breach of a provision of the Agreement.

When any of the above reasons exist, the City may without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety, if any, seven (7) days' written notice, terminate the Agreement and may, subject to any prior rights of the surety, if any:

- 1. Exclude the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- 2. Direct the work of subcontractors; and
- 3. Finish the Work by whatever reasonable method the City may deem expedient. Upon written request of the Contractor, the City shall furnish to the Contractor a detailed accounting of the costs incurred by the City in finishing the Work.

When the Owner terminates the Agreement for one of the reasons stated in Section XIV. A., the Contractor shall not be entitled to receive further payment until the Work is finished.

If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for the services and expenses of a designer, and legal, consultant and testing fees made necessary thereby, and other damages incurred by the City and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor or its surety, if any, shall pay the difference to the City upon demand. The obligation for payment, if any, shall survive termination of the Agreement.

XIV. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. Assignability. Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- C. Media Announcements. Contractor shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City
- D. Compliance with Local Laws. Contractor shall comply with all applicable laws, ordinances, and codes of the State of Missouri and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- E. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:
 - i. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - ii. Contractor will, in all solicitation or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 - iii. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- F. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Contractor shall take appropriate steps to assure compliance.
- G. Interest of Contractor and Employees. Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- H. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals,

or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Contractor, and attached hereto.

- I. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- J. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- K. Third Parties. The Services to be performed by the Contractor are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

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

CITY OF PARKVILLE, MISSOURI

By: _____

Nanette K. Johnston, Mayor

ATTEST:

Melissa McChesney, City Clerk

H & H SEPTIC SERVICE, INC.

By: _____

Russell Sickman, President

EXHIBIT A

SCOPE OF WORK AND PRICING AGREEMENT

This Agreement constitutes a Master Agreement for a period of one (1) year from the date of this Agreement. All work performed hereunder shall be in accordance with the terms and conditions of this Agreement.

- A. This Agreement allows the City to call on Contractor for assistance during emergency and non-emergency work scenarios. The situations will require different response times due to the severity and urgency of the work.
1. Emergency – An emergency situation requires a response time within 4 hours for a condition that jeopardizes public safety; and with 24 hours for a condition that constitutes a public inconvenience. Contractor shall commence the Work as follows:
 - a. Upon notice from the Director of Public Works or authorized representative for emergency services. Contractor and City representative will agree on scope of work and determine a timeframe to complete for emergency work prior to Contractor performing any work.
 2. Non-emergency – A non-emergency situation requires a response time within 2 business days or a timeframe that is mutually agreed upon by both parties. Contractor shall commence work as follows:
 - b. Upon issuance of a Work Authorization by the City (Exhibit A-1).
- B. The Scope of Work includes on-call sewer services to include, but not be limited to:
1. Once a year vacuuming and jetting of pump stations at FF Highway, North National, River Hills, East Side, 45 Highway, and Pinecrest Pump Stations, on a non-emergency basis.
 2. Quarterly vacuuming and jetting of existing wet wells (2) at the McAfee Pump Station, including grit removal.
 3. Vacuuming and jetting of existing lines and manholes on an emergency basis.
 4. Camera locates of existing lines on an emergency basis.
 5. Work may include minor line repairs on an emergency or non-emergency basis.
 6. Work is only for routine and emergency maintenance of existing infrastructure and involves no new or expanded construction.
 7. Contractor agrees to perform all the Work described in the Contract Documents, including all Addenda, for the prices presented below for each Section of the Work. In case of a discrepancy between the Unit Price and the Extension Figure, the Unit Price shall rule.

NON-EMERGENCY SERVICES

SCOPE OF WORK	UNIT PRICE	UNIT
VACUUM TRUCK	\$275.00/1 st \$125/hr. thereafter	HR
HYDRO JETTER TRUCK W/OPERATOR	\$575.00/1 st \$95/hr. thereafter	HR
ADDITIONAL MAN PER HOUR	\$60.00	HR
CAMERA LOCATE	\$200.00/1 st \$50/hr. thereafter	HR
DISPOSAL FEE	\$.095	GAL
MINOR LINE REPAIR:		
EQUIPMENT W/OPERATOR	\$200.00 per machine Backhoe/mini- x/skid loader	HR
LABOR (EXCLUDES OPERATOR)	\$60.00	HR

EMERGENCY SERVICES

SCOPE OF WORK	UNIT PRICE	UNIT
VACUUM TRUCK	\$375.00/1 st \$125/hr. thereafter	HR
HYDRO JETTER TRUCK W/OPERATOR	\$675.00/1 st \$95.00/Hr. thereafter	HR
ADDITIONAL MAN PER HOUR	\$60.00	HR
CAMERA LOCATE	\$200.00/1 st \$50.00/hr. thereafter	HR
DISPOSAL FEE	\$.095	GAL
MINOR LINE REPAIR:		
EQUIPMENT W/OPERATOR	\$300.00/1 st \$200.00/hr. thereafter Backhoe/mini-x/skid loader	HR
LABOR (EXCLUDES OPERATOR)	\$60.00	HR

- C. Upon completion of the work, and approval of such work by the City, Contractor shall submit an invoice in accordance with the provisions set forth in Paragraph II (B) of this Agreement.



**Exhibit A-1
City of Parkville
Work Authorization for Repair and Maintenance**

Date:

Issued to:

Project/Work Description

Title:

Scope of Work/Purpose:

Schedule and Price

Project Start Date:

Estimated Completion Date:

Latest Acceptable Date:

Estimated Cost:

Expenditure Limit:

Budget Account Code:

Acceptance of this work authorization constitutes agreement to perform the work described above in accordance with the City of Parkville Terms and Conditions for maintenance projects.

Name/Title: _____ Signature: _____

Company: H&H Septic Service, Inc. _____ Date: _____

Authorization

Department Head: _____ Date: _____

City Administrator (if over \$1,000): _____ Date: _____

Mayor (if over \$2,500): _____ Date: _____

For Internal Staff Use Only

(initial each item and file with executed work authorization)

____ Employment Eligibility Status Verification (if the cost exceeds \$5,000)

____ Certificate of Insurance that demonstrates compliance with the Terms and Conditions

X Valid business license

EXHIBIT C

INSURANCE REQUIREMENTS

1. Contractor agrees to procure and carry, at its sole cost, until completion of this Contract and all applicable warranty periods, all insurance as set forth below; provided, however:

1.1 All insurance is to be issued by companies authorized to do business in the state where the project is located, and with liability limits acceptable to Owner. Insurers shall have A.M. Best ratings of no less than B+ or higher, and at least a Class X financial rating.

1.2 The City reserves the right to review certified copies of any and all insurance policies to which this Contract is applicable.

1.3 Insurance certificates, written on a standard ACORD form, **and a copy of the additional insured endorsement, and endorsement assuring notice of cancellation or modification**, must be received by the City prior to commencement of work on site.

1.4 If Contractor should subcontract any of this work to a third party, Contractor shall see to it that such third party maintains such insurance and shall furnish evidence thereof to the City.

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

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

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

2.3 Advance notice of cancellation. All insurance certificates will state that all coverages are in effect and will not be canceled without thirty (30) days' prior written notice ("endeavor to notify" language is not acceptable) to the City and other required additional insureds, and Contractor/Designer shall submit to the City, prior to commencing any Work on the Project, an endorsement to the policy confirming that such notice shall be given. All policies of liability insurance shall contain an endorsement stating the insurers agreement to provide such notice, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms, such as ACORD forms.

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

2.5 Comprehensive Automobile Liability Insurance. Contractor shall maintain comprehensive automobile insurance, including contractual liabilities insuring the indemnities set forth in this Contract covering all owned, non-owned and hired automobiles used in connection with the services or other work hereunder, whether on or off the site, and shall have minimum bodily injury and property damage limits of \$1,000,000.00 combined single limit per occurrence. An MCS-90 endorsement shall be procured when applicable.

2.6 Workers' Compensation and Employer's Liability Insurance. Contractor shall maintain Worker's Compensation Insurance to cover the statutory limits of the Workers' Compensation laws of the state in which any work is to be performed and when applicable to Federal Laws, Voluntary Compensation and Employer's Liability (including occupational disease) coverage with limits not less

than \$500,000.00 per occurrence and \$1,000,000.00 in aggregate for all workers on site, regardless of whether a worker is also an owner of Contractor.

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

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

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

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

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

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

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

5. Patent Liability. Contractor shall protect, defend and save the City harmless from any liability, including costs and expenses, for, or on account of, any patented or unpatented invention, article or appliance manufactured or used in the performance of this Contract selected by Contractor, and further

agrees to pay all loss and expense incurred by the City by reason of any such claims or suits, including attorneys' fees.

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

6.1 With respect to any Professional Liability insurance, Contractor agrees as follows:

1. Upon receipt of notice of any claim in connection with the Contract, to promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.
2. Promptly notify the City of any reduction of limits or protection afforded under any policy provided, whether or not such impairment came about as a result of events connected to this Contract.
3. In the event that the City shall determine that the Contractor/'s aggregate limits of protection shall have been impaired or reduced to such extent that they are deemed inadequate for the balance of the project, Contractor shall upon notice promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

CITY OF PARKVILLE
Policy Report

Date: July 29, 2015

Prepared By:
Tim Blakeslee
Assistant to the City Administrator

Reviewed By:
Lauren Palmer
City Administrator

ISSUE:

Approval of Accounts Payable Invoices, Insurance Payments, 1st of the Month Checks, Electronic Funds Transfer (EFT) Payments, Credit and Debit Card Processing Fees, and Payroll Expenditures from 7/15/2015 – 7/29/2015.

BACKGROUND:

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

BUDGET IMPACT:

Accounts Payable	\$102,694.40
Insurance Payments	\$50,334.36
1 st of the Month	\$0.00
EFT Payments	\$0.00
Processing Fees	\$0.00
Payroll	\$53,739.22
TOTAL	\$206,767.98

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 \$206,767.98 of city funds to pay salaries and accounts.

ATTACHMENTS:

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

PACKET: 05249 Direct Payables 7/21/15
 VENDOR SET: 01 City Vendors
 BANK: AP Pooled Cash Regular AP

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01390		Rigs Lake Homes Association						
	I-July 2015	Grinder Pump Transfer-SW	R	7/21/2015		22,699.13	034065	22,699.13

* * B A N K T O T A L S * *				
	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	22,699.13	22,699.13
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
BANK TOTALS:	1	0.00	22,699.13	22,699.13

BT: 05253 Federal Withholdings - 7/24/15

ENDORSEMENT: 01

CHK : PY Pooled Cash PY Related AP

ENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
044	Park Bank							
	I-T1 201507234102	Federal Withholding	D	7/24/2015		8,231.43CR	000000	
	I-T3 201507234102	FICA W/H	D	7/24/2015		9,116.68CR	000000	
	I-T4 201507234102	Medicare W/H	D	7/24/2015		2,132.16CR	000000	19,480.27

** 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	19,480.27	19,480.27
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	19,480.27	19,480.27

ERRORS: 0 TOTAL WARNINGS: 0

MKET: 05258 Regular Payments 7/29/15
 ENDOR SET: 01
 ANK : AP Pooled Cash Regular AP

ENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1614	KCPL I-Due 8/3/15	Due 8/3/15	D	7/31/2015		2,202.87CR	000000	2,202.87
0274	Ricoh USA, Inc. I-5036946846	Police Printing-PD	D	8/04/2015		99.80CR	000000	99.80
1614	KCPL I-Due 8/4/15 I-Due 8/7/15	Due 8/4/15 Due 8/7/15	D	8/04/2015 8/04/2015		40.94CR 3,040.96CR	000000 000000	3,081.90
2140	Commerce Bank - Commercial Cards I-Due 8/10/15	Due 8/10/15	D	8/04/2015		8,254.59CR	000000	8,254.59
0002	A & M Printing I-56446	Signs-CD	R	8/04/2015		40.80CR	034083	40.80
2018	Ace ImageWear I-0431647	Rags, Towels, Soap-PK	R	8/04/2015		58.96CR	034084	58.96
3006	Alamar Uniforms I-485009-90 I-485010-90 I-485011-90	Kevlar Vest-PD Kevlar Vest-PD Kevlar Vest-PD	R	8/04/2015 8/04/2015 8/04/2015		756.00CR 756.00CR 756.00CR	034085 034085 034085	2,268.00
1769	Ambassador Electric I-11191	Photocell Replacement-TP	R	8/04/2015		225.00CR	034086	225.00
2199	American Electric Company I-8087-431115	Surge Compression-SW	R	8/04/2015		22.50CR	034087	22.50
3174	Bernie Electric Wholesale, Inc. I-S100031988.001	Elec Panel Sup-PK	R	8/04/2015		136.57CR	034088	136.57
3156	Dave's Foreign Car Repair LLC I-132,442 I-132,448	Oil Change-PD Oil Change-PD	R	8/04/2015 8/04/2015		35.00CR 35.00CR	034089 034089	70.00
2332	Emily Crook I-Exp Report 7/28/15	Exp Report (Fuel) 7/28/15	R	8/04/2015		40.08CR	034090	40.08
2175	eNet I-4214,4234 I-4215 I-4254 I-4266 I-4267	It Service April, May-IT Laptop Kevin Blair-IT Server Backup July-OT IT Services June-IT Monitor, Spam software-IT	R	8/04/2015 8/04/2015 8/04/2015 8/04/2015 8/04/2015		916.24CR 1,084.86CR 177.00CR 1,041.25CR 1,349.26CR	034091 034091 034091 034091 034091	4,568.61

DET: 05258 Regular Payments 7/29/15

ENDOR SET: 01

ANK : AP Pooled Cash Regular AP

ENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1485	George Butler Associates I-7/28/15	On Call Traffic Services-PW	R	8/04/2015		360.00CR	034092	360.00
1816	Gulf States Distributors I-1219861-IN	Training Ammo-PD	R	8/04/2015		1,345.00CR	034093	1,345.00
1055	H&H Septic Service, Inc. I-36640	Sewer Repair-SW	R	8/04/2015		575.00CR	034094	575.00
1131	Heritage Tractor, Inc. I-1482064	997 Repair-PK	R	8/04/2015		693.51CR	034095	693.51
1253	InfoDeli I-014	Web Hosting-IT	R	8/04/2015		20.00CR	034096	20.00
1312	Janice Davis I-Exp Report 7/27/15	Exp Report 7/27/15	R	8/04/2015		45.58CR	034097	45.58
1021	KAT Nurseries I-3857	Mulch-PK	R	8/04/2015		105.00CR	034098	105.00
1888	Kevin Chrisman I-Exp Report 7/15/15	Exp Report 7/15/15	R	8/04/2015		62.00CR	034099	62.00
1235	Landmark Newspaper, The I-22872,22881	Public Notices-CD	R	8/04/2015		132.83CR	034100	132.83
1232	Martin Marietta I-15578226	Rock-PK	R	8/04/2015		69.12CR	034101	69.12
1084	McConnell & Associates Co I-91595	Tack Coat-TP	R	8/04/2015		106.92CR	034102	106.92
1088	Miller's Heritage Landscape I-13269	Backflow-PK	R	8/04/2015		133.00CR	034103	133.00
159	Missouri American Water I-Due 8/10/15 I-Due 8/11/15 I-Due 8/4/15	Missouri American Water Due 8/11/15 Due 8/4/15	R R R	8/04/2015 8/04/2015 8/04/2015		1,221.28CR 84.76CR 18.10CR	034104 034104 034104	 1,324.14
646	Missouri Department of Public Safety I-E1564617	Elevator Certificate-AD	R	8/04/2015		25.00CR	034105	25.00

BOOKING: 05258 Regular Payments 7/29/15
 VENDOR SET: 01
 BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
10097	P & G Hardware I-Stmt 7/16/15	Stmt 7/16/15	R	8/04/2015		384.01CR	034106	384.01
10107	Platte Rental & Supply I-19988 I-20161 I-w2321	Auger/Bobcat Rental-NS Chain saw bar-PK Pole saw repair-PK	R	8/04/2015		160.00CR 165.98CR 237.39CR	034107 034107 034107	563.37
10407	Portwood's Mobile Welding & Repair I-11149	Welding-SW	R	8/04/2015		85.00CR	034108	85.00
11739	Print Time I-9034826	Envelopes-AD	R	8/04/2015		93.40CR	034109	93.40
1982	Rejis Commission I-INV0043091	Terminal REJIS-PD	R	8/04/2015		65.07CR	034110	65.07
0154	T-Ray Specialties Inc. I-27190	Bathroom Sup, Trash Bags-PK	R	8/04/2015		303.06CR	034111	303.06
1967	The Waldinger Corporation I-5495776-1	HVAC Repair-AD	R	8/04/2015		797.00CR	034112	797.00
1099	Toshiba I-12051958	Black Counter-AD,CT	R	8/04/2015		109.76CR	034113	109.76
2071	TranSystems Corporation I-0002818042	Route 9 Entryway-95	R	8/04/2015		1,129.42CR	034114	1,129.42
0150	Vance Bros Inc I-122668	Asphalt-TP	R	8/04/2015		190.50CR	034115	190.50
0401	Welds Supply Inc I-98135	Acetylene-PK	R	8/04/2015		28.50CR	034116	28.50

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	34	0.00	16,176.71	16,176.71
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	4	0.00	13,639.16	13,639.16
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:	38	0.00	29,815.87	29,815.87

ALL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 05259 Direct Payables 7/29/15
 VENDOR SET: 01 City Vendors
 BANK: AP Pooled Cash Regular AP

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00160	I-Due 8/17/15	Missouri Gas Energy Due 8/17/15	D	8/04/2015		78.99	000000	78.99
01250	I-3	Metro Asphalt Mill and Overlay Retainage-TP	R	8/04/2015		21,957.80	034117	21,957.80

* * B A N K T O T A L S * *		NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:		1	0.00	21,957.80	21,957.80
HANDWRITTEN CHECKS:		0	0.00	0.00	0.00
PRE-WRITE CHECKS:		0	0.00	0.00	0.00
DRAFTS:		1	0.00	78.99	78.99
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
BANK TOTALS:		2	0.00	22,036.79	22,036.79

CHECK: 05254 BOM Benefits 7/24/15

VENDOR SET: 01

BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00005	AFLAC							
	I-AFL201507094101	AFLAC after Tx	R	7/27/2015		56.90CR	034066	
	I-AFL201507234102	AFLAC after Tx	R	7/27/2015		56.90CR	034066	
	I-AFP201507094101	AFLAC PRETAX	R	7/27/2015		163.06CR	034066	
	I-AFP201507234102	AFLAC PRETAX	R	7/27/2015		163.06CR	034066	439.92
01711	BCBSKC							
	I-ADD201507094101	ADD on BCBS Bill	R	7/27/2015		28.70CR	034067	
	I-ADD201507234102	ADD on BCBS Bill	R	7/27/2015		28.18CR	034067	
	I-BCC201507094101	BCBS Insurance	R	7/27/2015		1,176.00CR	034067	
	I-BCC201507234102	BCBS Insurance	R	7/27/2015		1,176.00CR	034067	
	I-BCE201507094101	BCBSK Insurance	R	7/27/2015		2,472.00CR	034067	
	I-BCE201507234102	BCBSK Insurance	R	7/27/2015		2,266.00CR	034067	
	I-BCF201507094101	BCBS Insurance	R	7/27/2015		1,278.00CR	034067	
	I-BCF201507234102	BCBS Insurance	R	7/27/2015		1,278.00CR	034067	
	I-BCS201507094101	BCBS Insurance	R	7/27/2015		866.00CR	034067	
	I-BCS201507234102	BCBS Insurance	R	7/27/2015		866.00CR	034067	
	I-HDB201507094101	BCBS Insurance	R	7/27/2015		370.00CR	034067	
	I-HDB201507234102	BCBS Insurance	R	7/27/2015		370.00CR	034067	
	I-HDC201507094101	BCBS Insurance	R	7/27/2015		1,005.00CR	034067	
	I-HDC201507234102	BCBS Insurance	R	7/27/2015		1,005.00CR	034067	
	I-HDE201507094101	BCBS Insurance	R	7/27/2015		528.00CR	034067	
	I-HDE201507234102	BCBS Insurance	R	7/27/2015		528.00CR	034067	
	I-HDF201507094101	BCBS Insurance	R	7/27/2015		1,092.00CR	034067	
	I-HDF201507234102	BCBS Insurance	R	7/27/2015		1,092.00CR	034067	
	I-HDS201507094101	BCBS Insurance	R	7/27/2015		370.00CR	034067	
	I-HDS201507234102	BCBS Insurance	R	7/27/2015		370.00CR	034067	
	I-HSC201507094101	BCBS Insurance	R	7/27/2015		331.00CR	034067	
	I-HSC201507234102	BCBS Insurance	R	7/27/2015		331.00CR	034067	
	I-HSE201507094101	BCBS Insurance	R	7/27/2015		870.00CR	034067	
	I-HSE201507234102	BCBS Insurance	R	7/27/2015		870.00CR	034067	
	I-HSF201507094101	BCBS Insurance	R	7/27/2015		538.00CR	034067	
	I-HSF201507234102	BCBS Insurance	R	7/27/2015		538.00CR	034067	
	I-LID201507094101	BC/BS Dependent Life Ins	R	7/27/2015		12.16CR	034067	
	I-LID201507234102	BC/BS Dependent Life Ins	R	7/27/2015		11.78CR	034067	
	I-LIF201507094101	BC/BS Life Insurance	R	7/27/2015		177.10CR	034067	
	I-LIF201507234102	BC/BS Life Insurance	R	7/27/2015		173.85CR	034067	22,017.77
VOID	VOID CHECK		V	7/27/2015			034068	**VOID**
VOID	VOID CHECK		V	7/27/2015			034069	**VOID**

PACKET: 05254 EOM Benefits 7/24/15

VENDOR SET: 01

BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01807	City of Parkville/Flex Plan							
	I-FLX201507094101	Flex Plan	R	7/27/2015		265.52CR	034070	
	I-FLX201507234102	Flex Plan	R	7/27/2015		265.52CR	034070	531.04
02290	Colonial Life							
	I-COA201507094101	Colonial Life After Tax	R	7/27/2015		140.08CR	034071	
	I-COA201507234102	Colonial Life After Tax	R	7/27/2015		140.08CR	034071	
	I-COP201507094101	Colonial Life PreTax	R	7/27/2015		178.75CR	034071	
	I-COP201507234102	Colonial Life PreTax	R	7/27/2015		178.75CR	034071	637.66
02193	Coventry Healthcare							
	I-C1E201412114070	Coventry Healthcare	R	7/27/2015		180.00CR	034072	
	I-C1E201412244072	Coventry Healthcare	R	7/27/2015		180.00CR	034072	
	I-C1E201501084075	Coventry Healthcare	R	7/27/2015		180.00CR	034072	
	I-C1E201501224077	Coventry Healthcare	R	7/27/2015		180.00CR	034072	
	I-C1E201502054082	Coventry Healthcare	R	7/27/2015		180.00CR	034072	
	I-C1E201502194083	Coventry Healthcare	R	7/27/2015		180.00CR	034072	
	I-C1E201503054086	Coventry Healthcare	R	7/27/2015		180.00CR	034072	
	I-C1E201503194087	Coventry Healthcare	R	7/27/2015		180.00CR	034072	
	I-C1E201504024089	Coventry Healthcare	R	7/27/2015		180.00CR	034072	
	I-C1E201504164091	Coventry Healthcare	R	7/27/2015		180.00CR	034072	
	I-C1E201505014096	Coventry Healthcare	R	7/27/2015		180.00CR	034072	
	I-C1E201505184097	Coventry Healthcare	R	7/27/2015		180.00CR	034072	
	I-C1E201506114099	Coventry Healthcare	R	7/27/2015		180.00CR	034072	
	I-C1E201506254100	Coventry Healthcare	R	7/27/2015		195.00CR	034072	
	I-C1E201507094101	Coventry Healthcare	R	7/27/2015		180.00CR	034072	
	I-C1E201507234102	Coventry Healthcare	R	7/27/2015		180.00CR	034072	2,895.00
VOID	VOID CHECK		V	7/27/2015			034073	**VOID**
00794	Delta Dental							
	I-DNC201507094101	Delta Dental Insurance	R	7/27/2015		256.70CR	034074	
	I-DNC201507234102	Delta Dental Insurance	R	7/27/2015		256.70CR	034074	
	I-DNF201507094101	Delta Dental Insurance	R	7/27/2015		222.42CR	034074	
	I-DNF201507234102	Delta Dental Insurance	R	7/27/2015		222.42CR	034074	
	I-DNP201507094101	DENTAL PRETAX	R	7/27/2015		508.64CR	034074	
	I-DNP201507234102	DENTAL PRETAX	R	7/27/2015		485.52CR	034074	
	I-DNS201507094101	Delta Dental Insurance	R	7/27/2015		231.30CR	034074	
	I-DNS201507234102	Delta Dental Insurance	R	7/27/2015		231.30CR	034074	2,415.00
01730	LAGERS							
	I-CSR201507094101	LAGERS RETIREMENT	R	7/27/2015		3,444.56CR	034075	
	I-CSR201507234102	LAGERS RETIREMENT	R	7/27/2015		3,504.80CR	034075	
	I-R&P201507094101	City/PD Ret Contribution	R	7/27/2015		2,313.65CR	034075	
	I-R&P201507234102	City/PD Ret Contribution	R	7/27/2015		2,855.59CR	034075	12,118.60

PACKET: 05254 EOM Benefits 7/24/15

VENDOR SET: 01

BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01719	Prudential							
	I-LTD201507094101	Long Term Disability	R	7/27/2015		385.51CR	034076	
	I-LTD201507234102	Long Term Disability	R	7/27/2015		383.84CR	034076	769.35
01322	Richard V. Fink, Trustee							
	I-GSC201507094101	██████████ 14-50465-can-13	R	7/27/2015		150.00CR	034077	
	I-GSC201507234102	██████████ 14-50465-can-13	R	7/27/2015		150.00CR	034077	300.00
00136	State of Missouri							
	I-T2 201507094101	State Withholdings	R	7/27/2015		2,421.66CR	034078	
	I-T2 201507234102	State Withholdings	R	7/27/2015		2,533.66CR	034078	4,955.32
01895	UMB Bank, N.A.							
	I-HSU201502054082	HSA Contribution	R	7/27/2015		105.00CR	034079	
	I-HSU201502194083	HSA Contribution	R	7/27/2015		105.00CR	034079	
	I-HSU201503054086	HSA Contribution	R	7/27/2015		105.00CR	034079	
	I-HSU201503194087	HSA Contribution	R	7/27/2015		105.00CR	034079	
	I-HSU201504024089	HSA Contribution	R	7/27/2015		120.00CR	034079	
	I-HSU201504164091	HSA Contribution	R	7/27/2015		120.00CR	034079	
	I-HSU201505014096	HSA Contribution	R	7/27/2015		120.00CR	034079	
	I-HSU201505184097	HSA Contribution	R	7/27/2015		120.00CR	034079	
	I-HSU201506114099	HSA Contribution	R	7/27/2015		120.00CR	034079	
	I-HSU201506254100	HSA Contribution	R	7/27/2015		120.00CR	034079	
	I-HSU201507094101	HSA Contribution	R	7/27/2015		120.00CR	034079	
	I-HSU201507234102	HSA Contribution	R	7/27/2015		120.00CR	034079	
	I-HTB201502054082	HSA Contribution	R	7/27/2015		50.00CR	034079	
	I-HTB201502194083	HSA Contribution	R	7/27/2015		50.00CR	034079	
	I-HTB201503054086	HSA Contribution	R	7/27/2015		755.67CR	034079	
	I-HTB201503194087	HSA Contribution	R	7/27/2015		766.03CR	034079	3,001.70
VOID	VOID CHECK		V	7/27/2015			034080	**VOID**
01718	VSP							
	I-VSP201507094101	Vision Care Employee Premiums	R	7/27/2015		126.50CR	034081	
	I-VSP201507234102	Vision Care Employee Premiums	R	7/27/2015		126.50CR	034081	253.00

** T O T A L S **	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	12	0.00	50,334.36	50,334.36
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:	4	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:	16	0.00	50,334.36	50,334.36

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

DOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
40	Commerce Bank - Commercial Car							
I-Due 8/10/15	Due 8/10/15	D	8/04/2015			000000		
10 501.09-21-00	Misc-Other	CC Cash Back-AD		100.00	CR			
10 501.09-21-00	Misc-Other	CC Cash Back-AD		100.00	CR			
10 525.06-21-01	Equipment Repair & Maintenance	Sprayer Equip-PK		116.33				
10 525.06-21-01	Equipment Repair & Maintenance	Seat-PK		329.99				
10 518.09-21-00	Miscellaneous	Old Procescutor Lunc		27.01				
10 501.09-21-00	Misc-Other	Lunch w/ Lauren-AD		23.97				
10 20070	Vol. Employee Fund W/H	Flowers-AD		50.00				
10 501.01-41-02	Professional Dev - Staff	MML Staff-AD		70.00				
10 501.01-41-03	Professional Dev - Board	MML Board-AD		140.00				
10 501.03-01-00	Telephone & Voicemail	City Hall Phone-AD		497.19				
10 501.03-08-00	Cable	Internet-AD		252.47				
10 518.05-01-00	Office Supplies & Consumables	Staples (Chair)-AD		229.99				
10 510.05-01-00	Office Supplies & Consumables	Staples-CT		7.98				
46 501.07-03-00	Economic Development	Expo Snacks-46		185.50				
46 501.07-03-00	Economic Development	Expo Mouse Pad-46		3.26				
46 501.07-03-00	Economic Development	Expo Picture Frame-4		10.80				
46 501.07-03-00	Economic Development	Expo Gift Basket Gif		28.06				
46 501.07-03-00	Economic Development	Expo Gift Basket Gif		50.00				
46 501.07-03-00	Economic Development	Expo Coffee-46		77.99				
81 505.01-41-00	Training	LECC reg-81		130.00				
10 518.05-02-00	Postage	Postage BZA-CD		207.04				
10 501.01-41-02	Professional Dev - Staff	Conf Reg-AD		300.00				
10 518.05-01-00	Office Supplies & Consumables	Plotter Ink/Cart-CD		646.96				
10 560.51-80-00	Com Development Capital Outlay	Car Floor Mats-CD		155.99				
10 518.05-01-00	Office Supplies & Consumables	Plotter Cutter-CD		94.55				
10 501.05-01-00	Office Supplies & Consumables	Dividers, Paper-AD		20.66				
10 518.01-41-00	Membership Fees & Dues	ICMA Ackerson-CD		669.00				
10 518.01-41-02	Professional Development	ICMA Registration Ac		695.00				
10 525.06-13-00	Spirit Fountain	Fountain Paint-PK		136.78				
10 525.06-21-02	Tractor Mowing Equipment	Ford Tires-PW		433.49				
10 520.03-04-00	Water	Water-ST		26.31				
10 520.03-04-00	Water	Water-ST		90.23				
10 525.03-04-00	Water	Water-PK		43.79				
10 501.01-41-00	Membership Fees & Dues - Staff	MML Peg Bradly-AD		35.00				
10 501.09-20-02	Exec Session Meeting Supplies	Planning Meeting Foo		32.00				
10 505.03-01-00	Telephone & Voicemail	ATT-PD		158.24				
10 525.03-01-00	Telephone & Voicemail	ATT-PK		164.04				
10 520.03-01-00	Telephone & Voicemail	ATT-ST		96.99				
30 501.03-01-00	Telephone & Voicemail	ATT-SW		303.68				
10 520.03-01-00	Telephone & Voicemail	ATT Uverse-ST		47.00				
30 501.09-21-00	Miscellaneous	Google Email-Sw		5.00				
46 501.07-03-00	Economic Development	Expo Projector-46		299.00				
46 501.07-03-00	Economic Development	Expo Projector Retur		287.80	CR			
46 501.07-03-00	Economic Development	Expo Projector New-4		302.66				
46 501.07-03-00	Economic Development	Expo Basket-46		22.90				
46 501.07-03-00	Economic Development	Expo Projector Scree		105.78				

NDOR SET: 01 City of Parkville
 NK: AP Pooled Cash Regular AP
 TE RANGE: 7/22/2015 THRU 99/99/9999

NDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
140	Commerce Bank - CommerCONT							
I-Due 8/10/15	Due 8/10/15	D	8/04/2015			000000		
10	525.03-05-00	Mobile Phones & Pagers	Sprint-PK	82.19				
10	518.03-05-00	Mobile Phones & Pagers	Sprint-CD	131.90				
10	520.03-05-00	Mobile Phones & Pagers	Sprint-ST	199.51				
10	515.03-05-00	Mobile Phones & Pagers	Sprint-PW	20.55				
10	505.03-05-00	Mobile Phone & Pagers	Sprint-PD	246.56				
30	501.03-06-00	Wi-Fi	Sprint-SW	39.99				
10	501.05-01-00	Office Supplies & Consumables	Staples-AD	20.39				
10	510.05-01-00	Office Supplies & Consumables	Staples-CT	28.81				
10	515.05-01-00	Office Supplies & Consumables	Staples-PW	13.39				
10	520.05-01-00	Office Supplies & Consumables	Staples-ST	19.96				
10	501.01-41-02	Professional Dev - Staff	IMCA Blakeslee-AD	175.00				
30	501.03-09-00	Trash Hauling	Trash Hauling-SW	29.71				
10	501.01-41-02	Professional Dev - Staff	MARC Lunch-AD	40.00				
10	501.09-20-02	Exec Session Meeting Supplies	Meeting Food-AD	77.24				
46	501.07-03-00	Economic Development	Expo Coffee Mugs046	294.56				8,254.59

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	8,254.59	0.00	8,254.59
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
10 20070	Vol. Employee Fund W/H	50.00
10 501.01-41-00	Membership Fees & Dues - Staff	35.00
10 501.01-41-02	Professional Dev - Staff	585.00
10 501.01-41-03	Professional Dev - Board	140.00
10 501.03-01-00	Telephone & Voicemail	497.19
10 501.03-08-00	Cable	252.47
10 501.05-01-00	Office Supplies & Consumables	41.05
10 501.09-20-02	Exec Session Meeting Supplies	109.24
10 501.09-21-00	Misc-Other	176.03CR
10 505.03-01-00	Telephone & Voicemail	158.24
10 505.03-05-00	Mobile Phone & Pagers	246.56

ENDOR SET: 01 City of Parkville
 BK: AP Pooled Cash Regular AP
 PER RANGE: 7/22/2015 THRU 99/99/9999

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
10 510.05-01-00	Office Supplies & Consumables	36.79
10 515.03-05-00	Mobile Phones & Pagers	20.55
10 515.05-01-00	Office Supplies & Consumables	13.39
10 518.01-41-00	Membership Fees & Dues	669.00
10 518.01-41-02	Professional Development	695.00
10 518.03-05-00	Mobile Phones & Pagers	131.90
10 518.05-01-00	Office Supplies & Consumables	971.50
10 518.05-02-00	Postage	207.04
10 518.09-21-00	Miscellaneous	27.01
10 520.03-01-00	Telephone & Voicemail	143.99
10 520.03-04-00	Water	116.54
10 520.03-05-00	Mobile Phones & Pagers	199.51
10 520.05-01-00	Office Supplies & Consumables	19.96
10 525.03-01-00	Telephone & Voicemail	164.04
10 525.03-04-00	Water	43.79
10 525.03-05-00	Mobile Phones & Pagers	82.19
10 525.06-13-00	Spirit Fountain	136.78
10 525.06-21-01	Equipment Repair & Maintenance	446.32
10 525.06-21-02	Tractor Mowing Equipment	433.49
10 560.51-80-00	Com Development Capital Outlay	155.99
	*** FUND TOTAL ***	6,653.50
30 501.03-01-00	Telephone & Voicemail	303.68
30 501.03-06-00	Wi-Fi	39.99
30 501.03-09-00	Trash Hauling	29.71
30 501.09-21-00	Miscellaneous	5.00
	*** FUND TOTAL ***	378.38
46 501.07-03-00	Economic Development	1,092.71
	*** FUND TOTAL ***	1,092.71
81 505.01-41-00	Training	130.00
	*** FUND TOTAL ***	130.00

ENDOR SET: 01	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			1	8,254.59	0.00	8,254.59
ANK: AP		TOTALS:	1	8,254.59	0.00	8,254.59
REPORT TOTALS:			1	8,254.59	0.00	8,254.59

DOR SET: 01 City of Parkville
 C: AP Pooled Cash Regular AP
 RANGE: 7/22/2015 THRU 99/99/9999

DOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
37	P & G Hardware							
I-Statmt 7/16/15	Stat 7/16/15	R	8/04/2015			034106		
10 520.05-21-00	Handtools	Off-PK		26.97				
40 520.06-01-00	Building Maintenance & Repair	Liquid Nail-TP		11.97				
10 501.06-01-00	Building Maint & Repair	Flagpole Repair-AD		63.96				
10 525.05-21-00	Equipment & Handtools	Brush Cover-PK		6.98				
10 525.05-21-00	Equipment & Handtools	Tape-PK		2.39				
10 525.06-13-00	Spirit Fountain	Concrete-PK		10.99				
10 525.06-21-01	Equipment Repair & Maintenance	Hook-PK		20.56				
10 525.06-22-01	Equipment Gas & Oil	Oil-PK		22.74				
10 525.06-21-01	Equipment Repair & Maintenance	Bolts-PK		2.79				
10 525.05-21-00	Equipment & Handtools	Screws, Spray, Trimm		45.21				
10 525.05-21-00	Equipment & Handtools	Paint Blades-PK		23.96				
10 525.05-21-00	Equipment & Handtools	Gas Can-PK		7.02				
10 525.05-21-00	Equipment & Handtools	Spray Can, Paint, Pa		66.35				
10 525.05-21-00	Equipment & Handtools	Washers, Battery		23.39				
10 520.05-21-00	Handtools	Chalk-ST		3.98				
10 535.05-21-00	Equipment & Handtools	Screws, Faceshield-N		21.99				
10 520.05-21-00	Handtools	Wasp Spray-ST		22.76				384.01

* T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	384.01	0.00	384.01
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

L ERRORS: 0

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
10 501.06-01-00	Building Maint & Repair	63.96
10 520.05-21-00	Handtools	53.71
10 525.05-21-00	Equipment & Handtools	175.30
10 525.06-13-00	Spirit Fountain	10.99
10 525.06-21-01	Equipment Repair & Maintenance	23.35
10 525.06-22-01	Equipment Gas & Oil	22.74
10 535.05-21-00	Equipment & Handtools	21.99
	*** FUND TOTAL ***	372.04

09/2015 12:09 PM
 NDOR SET: 01 City of Parkville
 BK: AP Pooled Cash Regular AP
 RANGE: 7/22/2015 THRU 99/99/9999

A/P HISTORY CHECK REPORT

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
40 520.06-01-00	Building Maintenance & Repair	11.97
	*** FUND TOTAL ***	11.97

NDOR SET: 01	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			1	384.01	0.00	384.01
NK: AP		TOTALS:	1	384.01	0.00	384.01
PORT TOTALS:			1	384.01	0.00	384.01

CITY OF PARKVILLE

Policy Report

Date: Tuesday, July 28, 2015

Prepared By:
Melissa McChesney
City Clerk

Reviewed By:
Lauren Palmer
City Administrator

ISSUE:

Approve Resolution No. 08-01-15 adopting the Board of Aldermen Rules of Order

BACKGROUND:

Per RSMo 79.150, a board of aldermen of a fourth class city may enact rules and regulations to govern its own proceedings and the transaction of its business. The Board adopted rules of order by Ordinance No. 372 on March 19, 1957. In 2014, Parkville Municipal Code Section 105.210 was amended to authorize the Board to adopt rules of order by resolution with the expectation that revised rules would be adopted within the next year. Since the first rules were general in nature and referenced Robert's Rules of Order, staff felt it was important to create an updated and more specific set of rules to govern City meetings. The rules may be amended at any time by resolution.

Staff reviewed Robert's Rules of Order, Missouri Municipal League publications and other Missouri city examples to create the attached Rules of Order. The rules address conduct for elected officials, city staff and the general public and provide guidelines for agendas, minutes, motions, votes, public comment and appointments.

The Board of Aldermen held a work session on June 2, 2015, and recommended changes to the rules that have been implemented into the final version.

BUDGET IMPACT:

There will be no impact to the budget with adoption of the rules.

ALTERNATIVES:

1. Approve the resolution to adopt Rules of Order for the Board of Aldermen.
2. Approve the adopted rules with changes recommended by the Board.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends the Board approve Resolution No. 08-01-15 adopting the Rules of Order.

POLICY:

RSMo 79.150 states a fourth class city board of aldermen may adopt rules of procedure it may find necessary for the expeditious transaction of its business. Parkville Municipal Code Section 105.210 speaks to adopted rules of order by resolution.

SUGGESTED MOTION:

I move to approve Resolution No. 08-01-15 adopting the Board of Aldermen Rules of Order.

ATTACHMENTS:

1. Resolution No. 08-01-15
2. Rules of Order
3. Presentation



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

***CITY OF PARKVILLE, MO.
RESOLUTION No. 08-01-15***

A RESOLUTION ADOPTING BOARD OF ALDERMEN RULES OF ORDER

WHEREAS, RSMo 79.150 states a fourth class city board of aldermen may enact rules and regulations to govern its own proceedings and the transaction of its business; and

WHEREAS, Parkville Municipal Code Chapter 105, Section 105.210, authorizes the Board of Aldermen to adopt rules of order by resolution; and

WHEREAS, the Board of Aldermen reviewed the Rules of Order at a work session on June 2, 2015, and recommended changes that are incorporated into the final version.

NOW, THEREFORE, BE IT RESOLVED that the Board of Aldermen hereby adopts the Board of Aldermen Rules of Order as attached hereto and incorporated herein by reference.

IN TESTIMONY WHEREOF, I have hereunto set my hand, in the City of Parkville this 4th day of August 2015.

Mayor Nanette K. Johnston

ATTESTED:

City Clerk Melissa McChesney



**City of Parkville
Board of Aldermen Rules of Order
August 2015**

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INTRODUCTION

Pursuant to Missouri state law, the Board of Aldermen of a fourth class city may enact rules and regulations to govern its own proceedings and the transaction of its business. These rules, therefore, having been adopted by the Board of Aldermen, are intended to guide the efforts of its members, acting collectively, in conducting the business of the City of Parkville. These rules are intended to facilitate, and not obstruct the conduct of business by providing an orderly and consistent framework for conducting such meetings. They preserve the rights of all to fully participate in the proceedings and assist in an orderly discussion.

The Board of Aldermen is a single, ongoing governing body; the will of the majority shall be the decision of the body. These rules shall apply to all official proceedings conducted by the Board of Aldermen, in all its capacities, except those proceedings which by law requires a different procedure.

These rules may be amended by resolution at any time by the Board of Aldermen. They shall remain in effect upon adoption by resolution and until otherwise amended or suspended.

DEFINITIONS

Bill – an ordinance introduced by an alderman’s motion that does not become an ordinance until after the second and final reading of the title and is then signed by the mayor or acting president or passed over the mayor’s veto. A bill shall be assigned a number by the city clerk during agenda packet preparation.

Consent agenda – items that are acted on under a single motion without additional discussion unless an item is removed for discussion.

Debate – formal discussion on a particular topic during a meeting in which opposing arguments may be put forward.

Majority vote – more than half of votes cast.

Mayor’s veto – opposition to an ordinance passed by the Board of Aldermen returned immediately upon passage with the mayor’s objection(s) that can become an ordinance if two-thirds of the Aldermen vote in favor.

Minutes – an official record of all proceedings and transactions of a legislative body.

Motion – formal proposal to act that recommends a course of action the Board of Aldermen should take.

Ordinance– originated as a bill and becomes a permanent part of the City’s law book upon passage [RSMo §79.130].

Quorum – minimum number of members required to attend a meeting before any business is transacted; the quorum for the Board of Aldermen is five (5) members who are present and eligible to vote.

Resolution –subject matter that is temporary or ministerial in character and relates to the administrative business of the municipality and may be passed by a majority of the quorum.

Roll call vote –a vote in which aldermen are called by name and allowed to cast their vote as aye or nay. Roll call votes are taken when the mayor states “will the city clerk please call the roll.”

Voice vote – a parliamentary vote taken by calling for ayes and nays and estimating which response is stronger.

RULE 1: ALDERMAN

The Board of Aldermen consists of nine (9) members, eight (8) aldermen who serve two-year terms and the elected mayor. Two aldermen are elected from each of the four (4) wards [Municipal Code 105.020]. All aldermen have and share equal rights, privileges, responsibilities and obligations, which include, but are not limited to:

- 1) All aldermen present and participating in meetings have the right to make, second and amend motions. Traditionally the mayor has asked two aldermen to make and second motions for routine matters in order to promote the orderly flow of business.
- 2) All aldermen present and participating in meetings have the right to participate in debate when discussion is permitted. Aldermen shall speak only after being recognized by the mayor. The mayor may limit alderman comments to intervals of 3 minutes if needed so all members have an equal opportunity to speak to issues that are pending before the Board of Aldermen.
- 3) All aldermen present and participating have the right to ask questions and seek clarification or further information on pending matters.
- 4) All aldermen present and participating in the meeting have the right to vote on matters, unless prevented by a conflict of interest in which case a member should recuse him or herself from participating in the proceedings.

Conduct. Aldermen shall conduct themselves in a civil, businesslike manner during all proceedings, and shall respect and follow these rules: each alderman shall demonstrate courtesy and respect for the Board, as well as for the public, for staff and other aldermen. Aldermen shall comply with the Code of Ethics [Municipal Code Chapter 107]. A real or potential conflict of interest shall be declared and the alderman so declaring the conflict shall abstain from further participation in the matter and leave the Board Room during the debate and vote, all in accordance with Municipal Code Section 107.050. The conflict of interest will be noted in the official minutes.

Attendance. Aldermen shall attend all meetings, unless prevented while performing other business of the City or prevented due to absence, illness, emergency or other conflict. Aldermen expecting to be absent from the meeting should notify the city administrator, mayor and city clerk at least 24 hours prior to the meeting.

Aldermen shall not speak on behalf of the Board of Aldermen or the organization unless formally designated to do so. If designated, the alderman shall state only the official policy or position adopted by the Board of Aldermen [Municipal Code 107.080]

RULE 2: MAYOR

The mayor, elected to a three-year term beginning in 2016, is the presiding officer of the Board of Aldermen who enforces the rules and designates who can speak at any given time during the meeting. The mayor is considered a member of the Board of Aldermen, with all rights and privileges accorded to other members except making or seconding a motion and may only vote to break a tie [RSMo §79.120]. Duties of the mayor include officiating over all proceedings, ensuring order and compliance with these rules and facilitating the will of the majority; recognizing those entitled to the floor and confining debate to matters under consideration; deciding all questions of order, subject to appeal by any alderman; putting to vote all matters properly introduced and declaring the result thereof for the record; and authenticating by signature all acts and judgments made by authority of the Board of Aldermen.

Removal of Elected Official. The mayor may remove, for cause shown, any elected officer so long as removal is approved by a majority of all the members of the Board of Aldermen. Before removal, the officer must be given an opportunity to be heard, along with witnesses, before the Board of Aldermen. The aldermen act as a board of impeachment during this hearing. Any elective officer, including the mayor, may be removed by a two-thirds vote of all the members. That same majority can remove an appointed officer despite the mayor's disapproval [Municipal Code 110.130 and RSMo 79.240].

Vacancy of elected office. When the office of an alderman becomes vacant, the mayor nominates, with approval by the Board of Aldermen, a replacement to serve until the next municipal election [RSMo §79.280 and Municipal Code 110.120].

Mayor's Absence. In the absence of the mayor, the acting president shall preside over the meeting [RSMo §79.090 and Municipal Code 105.030]. In the absence of both the mayor and acting president, the longest-serving alderman shall call the meeting to order and serve until the mayor or acting president return, or adjournment of the meeting. The acting president, when exercising the duties of mayor, shall

exercise the right to vote as an alderman; in a case of a tie vote, the acting president shall also vote on behalf of the mayor [Attorney General Opinion No. 38-88, 1/21/1988].

RULE 3: STAFF

City Clerk. The city clerk, or designee, shall attend all meetings and record the proceedings thereof; shall keep and preserve records and files belonging to the Board of Aldermen [RSMo §610.023] and perform such other services that may be provided. The city clerk's signature and the city seal attest that an ordinance and resolution has been properly adopted and oaths of office that verify officials were properly sworn in. The city clerk must ensure that proper notice is posted within 24 hours of a meeting along with a tentative agenda. The city clerk is also responsible for the minutes, attestations, legal and public notices, and is the keeper of the city seal. In the absence of the city clerk at a meeting, he/she shall select another qualified staff member to sit in as acting city clerk for the meeting.

City Administrator. The city administrator shall attend all meetings, unless excused; shall provide advice or opinions on all matters before the Board of Aldermen or oversee the same from other city staff; and perform such other services as required. In the event the city administrator is unable to attend a Board of Aldermen meeting, he/she may appoint another qualified staff member to attend the meeting on behalf of city administration.

Department Heads. Unless excused by the city administrator, department heads are requested to attend any meeting to provide information or advise upon matters regarding the functions, services and general operation of the department under his/her leadership.

City Attorney. The city attorney, or his/her designee, shall attend all meetings of the Board of Aldermen, unless excused. Any alderman may call upon the city attorney for his/her opinion as to law, ordinances or parliamentary procedure, but the final decision as to the matter of parliamentary procedure shall be the responsibility of the mayor, or acting president in the absence of the mayor.

RULE 4: MEETINGS

For all Board of Aldermen meetings, a quorum is required before any business can be transacted. If during a meeting the roll call shows less than a quorum the mayor can call a recess of not more than 10 minutes after which time if a quorum is not present the meeting may be adjourned or the mayor may call for an additional recess in order to find the aldermen needed to create a quorum. Except for emergencies, the public must be given notice 24 hours in advance of the meeting by way of a tentative agenda. The full agenda packet will be posted on the City's website for public viewing and the tentative agenda will be posted at the top floor main entrance and lower floor Municipal Court doors. If staff is aware that a quorum will not be present for a meeting, the meeting can either be cancelled or rescheduled in accordance with Municipal Code 105.040.

Public accessibility. All meetings shall be open and public, unless it qualifies as a closed session, and at all times comply with the accessibility requirements provided under the Missouri Sunshine Law; citizens and other visitors attending the Board of Aldermen meetings shall observe the same rules of good conduct applicable to aldermen. The public is invited to attend but can only provide comment if authorized by the Board of Aldermen (see Rule No. 7). Guests with special needs should contact the City Clerk's Office at least 24 hours before the meeting to arrange accommodations.

Types of Meetings

Regular meetings shall be held the first and third Tuesdays each month, with the exception of holidays, and shall be conducted in the Board Room at City Hall, 8880 Clark Avenue, Parkville, unless otherwise determined by the mayor and provided for and notice given to the public. Each regular meeting shall open at 7:00 p.m. unless a different hour shall be specified by rule or resolution of the Board [Municipal Code 105.090].

Special meetings may be called at the mayor's discretion, or any two (2) members of the Board of Aldermen, by notifying the city clerk to provide notice to the Board, staff and public at least 24 hours in advance; special meeting business shall be transacted as at regular meetings [Municipal Code 105.080].

Executive Sessions are closed meetings authorized by RSMo §610.021. The most common reasons include legal actions, real estate transactions, personnel matters, sealed bids, contract negotiations, and audits. A roll call vote is required during an open session to hold a closed meeting for one of the specific authorized purposes. Notice must be given 24 hours in advance of the closed meeting and cite the specific section of the statute. Notice of an executive session will be included on regular or special meeting agendas. Where no regular or special meeting is scheduled, notice of an executive session shall be given separately. Minutes must be compiled for all executive sessions and must include date, time, location, motions and mover/seconded of the motion, and votes. Any votes taken during executive session must be made by roll call vote and published within 72 hours of the decision by notice posted at City Hall.

Public Hearings shall be conducted when required by State law to receive testimony from the public on pending matters and shall be called by public notice. The general procedure for a public hearing is as follows: open the public hearing, including a staff explanation of the purpose of the public hearing; provide a summary of the issue(s) and an overview of the recommendations; presentations from the parties involved or who are primarily affected by any action that may arise as a result of the public hearing; public testimony or comments from the general public; and close the public hearing after all comments and testimony have been received. The mayor may impose time limits for public testimony in order to ensure the orderly conduct of business (see Rule No. 7). After the public hearing is officially closed, unless otherwise prescribed by law, no further evidence or comments can be admitted into the record by the public unless the Board of Aldermen wishes to reopen the public hearing to receive additional testimony before making a decision. Any alderman may propose, by regular motion, that the Board of Aldermen take certain action on the matter.

Work Sessions are informal sessions where the Board of Aldermen can address and discuss issues before taking formal action at regular or special meetings. Work sessions are for discussion and general direction only and no actions are taken.

Emergency meetings can be called within 24 hours of the proposed meeting time, in compliance with the Open Meetings Act [RSMo §610.020]. If an emergency meeting must be scheduled, the reason for the departure from the normal requirements will be stated in the motion and public notice posted at City Hall. If by any reason it is unsafe to meet at City Hall, the meetings may be held for the duration of the emergency at such other place as may be designated by the mayor, or in the mayor's absence by the acting president or the city administrator.

Changes to meeting schedules can occur in different circumstances. Meetings that fall on a city-observed holiday can be rescheduled to the day following the scheduled date. If for any reason the date of a meeting is to be changed, the mayor may reschedule a meeting provided there is 24 hours' notice prior to the new date and/or time [Municipal Code 105.040].

RULE 5: AGENDAS

Every agenda item to come before the Board of Aldermen for consideration must be filed with the city clerk under the direction of the city administrator by 5:00 p.m. the Tuesday prior to the Board of Aldermen meeting. Each item must be accompanied by a staff report that includes relevant background information, budget impact (if any), recommended action(s), and any supporting documentation. The city administrator will consult with the mayor to review the agenda for each meeting which shall list an outline of all matters to be introduced, considered or acted upon (see Rule No. 6). The description of each matter contained on the agenda shall be sufficient enough for the general public to determine the nature or subject of each item. Agenda items may be submitted by any alderman through the city administrator. The public may request an item be added to the agenda through the city clerk by noon on the Thursday prior to the Board meeting in order for it to be included on the tentative agenda. The agenda packet will be

distributed to the Board of Aldermen and the agenda will be posted on the City's website and at City Hall the Friday before the meeting by 4:30 p.m.

Items on the action agenda should be presented in the following order:

1. Mayor reads the item's title
2. Staff presents the item, including a background, financial impact, recommendations, etc.
3. Aldermen may ask questions of staff and other members
4. Public comments on action items
5. Alderman makes a motion and another alderman seconds the motion
6. Mayor restates the motion in order to be clear on the motion to be voted upon [Robert's Rules of Order]
7. Aldermen vote on the motion

Ordinance. An ordinance requires favorable votes by a majority of the elected board members and must be read by title twice before passage. It becomes effective the date it is approved by the Board of Aldermen and subsequently signed by the mayor, unless otherwise stated. Ordinances shall be in writing and prepared by City staff and reviewed by the City Attorney. Any ordinance amending or repealing any portion of the Municipal Code shall also amend or repeal the respective portions of any underlying ordinance(s).

The first reading of an ordinance will be read on the action agenda and the second and final reading will be read the next subsequent meeting on the consent agenda, unless the item is a time-sensitive matter in which it may be approved during the same meeting. If the consent agenda includes the second and final reading of an ordinance, the motion to approve the consent agenda must be approved by a roll call vote in order to record the ayes and nays in the minutes, as required per RSMo §79.130.

RULE 6: ORDER OF BUSINESS

The Board of Aldermen's regular agenda will be presented in the following order:

1. Call to Order
2. Citizen Input
3. Mayor's Report
4. Consent Agenda. Items on the consent agenda may be pulled for debate or a separate motion if desired. Aldermen are allowed to question or comment on an item without a separate motion. The recommended motion is "I move to approve the consent agenda and recommended motions for each item as presented." The consent agenda will consist of items considered routine in nature, non-controversial or previously approved by the Finance Committee. If an item is removed from the consent agenda for a separate motion, the item becomes the first item on the action agenda.
5. Action Agenda
6. Non-Action Items (when necessary)
7. Staff Updates on Activities
8. Committee Reports and Miscellaneous Items from the Board
9. Adjourn

The mayor may have discretion to alter the order of business prior to the public posting of the meeting agenda.

RULE 7: PUBLIC COMMENT

A member of the public is allowed to speak before the Board of Aldermen during regular meetings. Each speaker is limited to three (3) minutes under Citizen Input for comments on issues not listed on the action agenda. A member of the public must submit to the city clerk his/her name, address and the subject to be presented, along with any supporting materials, by noon on the day of the Board meeting. Unless unusual circumstances dictate otherwise, the Board of Aldermen will not make a decision on an issue(s) presented

by an individual or group during that particular meeting but may refer any item to staff for action or additional analysis.

Public comment will be accepted on all items on the action agenda. At the mayor's discretion, speakers may be limited to three (3) minutes. In addition, the mayor may limit the total time devoted to public comment on any given agenda item, provided that proponents and opponents of the action are given equal opportunity to comment.

After being recognized by the mayor, each member of the public addressing the Board of Aldermen shall go to the podium, state his/her name and address and who he/she is representing. All remarks should be addressed to the Board of Aldermen as a whole and not to any individual member or to staff. The names, addresses and a general overview of the public comments will be entered in the minutes.

RULE 8: MOTIONS

Unless operating under procedures provided by Missouri statute or other legal regulations, all motions shall be open to debate without restriction, shall require a second (except as noted herein), and shall require a simple majority vote for passage. A motion requires that 1) an alderman makes a motion by stating "I move to..." 2) another alderman seconds the motion (except when not needed), and 3) the mayor restates the motion. If a motion does not receive a second, the motion will not be considered.

A motion must be made, seconded and restated by the mayor before the Board of Aldermen can debate the motion. Debate is limited to the motion immediately on the floor.

If an alderman makes a motion he is not permitted to speak against his or her own motion, but can vote against his or her own motion [Robert's Rules of Order].

Amending or withdrawing a motion. If a main motion is on the floor and an alderman moves to amend that motion, discussion must be limited to the amendment first. If the seconder disagrees with the amendment he or she may withdraw the second and the amendment must be seconded by another alderman. If the amendment is passed, the main motion, as amended, can be discussed. If the amendment is not seconded it will not be considered.

The motion maker owns the motion and may withdraw or modify it before it is restated by the mayor without approval by the Board of Aldermen by stating "I ask permission to withdraw (or amend) the motion."

If the motion is restated by the mayor, it belongs to the Board of Aldermen and any withdrawal or amendment must be approved by the Board of Aldermen. The mayor will ask for unanimous consent from the Board of Aldermen for the withdrawal or amendment. If the mayor hears no objection, he/she will announce the motion is withdrawn or amended.

If there is not unanimous consent, a motion must be made to withdraw or amend the motion. The motion does not need a second, is not debatable and needs a simple majority vote. The minutes will not reflect the withdrawn or amended motion [Robert's Rules of Order].

Main motions. Motions that bring business before the Board of Aldermen are debatable and amendable and as a general rule need a majority vote to pass.

APPROVE – official action to endorse a proposal

AUTHORIZE – official approval to empower an action or a person to act on behalf of the Board of Aldermen in a specific manner

DENY – official action to reject a proposal

RESCIND/REPEAL – official action to nullify previous action taken by the Board of Aldermen; requires a two-thirds vote or a majority of the entire membership [Robert's Rules of Order].

Privileged motions. Motions that warrant interrupting all other motions, take precedence over other questions and are not debatable.

FIX THE TIME TO WHICH TO ADJOURN – sets the time for continuation of the present meeting in order for another meeting to continue business, but does not adjourn the present meeting or set the time for its adjournment; requires a majority vote

Example: I move that when this meeting adjourns, it adjourns to meet on (date and time) at (place).

ADJOURN – a privileged motion to close a meeting that must be seconded and is not subject to debate; discussion must be halted and a vote taken

RECESS – Short interruption which does not close the meeting; motion is not required if recess is included on the agenda

EXECUTIVE SESSION – allows for a closed session for those purposes stated in RSMo 610.021; motion must be made in an open session, must be seconded, and is subject to limited debate as to the date and/or time and general purpose.

Incidental motions. Motions that arise out of another pending question that takes precedence and must be decided before the question is answered or are incidental to a question that should be decided before any other business is taken up

POINT OF ORDER – enables an Alderman to bring attention to a potential breach of order or to question a procedure or rule; it does not require a second and is not debatable

SUSPENSION OF THE RULES – enables the Board of Aldermen to temporarily set aside its rules, or any specific portion of its rules, in order to proceed to the consideration of a question or matter; it must not extend past the matter acted upon or the meeting, must state the purpose for the suspension and requires a second

DIVIDE A QUESTION – enables the Board of Aldermen to divide a complex question or proposal and to consider the matter by section or paragraph; it must be seconded and is not subject to debate

Subsidiary motions. Motions that set aside a motion temporarily and permanently

AMEND – to improve or clarify the intent or substance of a pending motion that must be made while a motion is on the floor. Amendments must be relevant to the question under consideration and shall be acted upon in reverse order. Motions can be amended only to a third degree, that is, one can amend an amendment, but can go no further.

ADDITION – addition of specific words or phrases or sentences to perfect the intent or meaning of the pending main motion.

SUBSTITUTION – substituting provisions, sections or the entire language of the original motion and providing in lieu thereof new provisions, sections or language; substantially, offering a new motion relevant to the subject of the original main motion properly in possession of the body.

REFER – enables any pending question or matter to be referred to a committee, agency or department, or another entity for review, comment and possibly recommendation.

POSTPONE – postponing consideration (or further consideration) of a measure to a certain motion and carries a time limit and can be debated as to the merits of postponement.

POSTPONE TO A CERTAIN TIME/POSTPONE DEFINITELY – set the date and time when the motion will be acted upon

TABLE – temporarily setting aside a pending motion (or series of pending motions) to take care of something else deemed urgent; if the motion laid on the table is not taken from the table by the next regular meeting, the motion dies [Roberts Rules of Order].

Pending motion. When a main motion has been made, members can amend it, postpone it, etc. All of the actions that take place while the main motion is pending are subsidiary motions.

Every motion must not violate the rules adopted by the City. It is the mayor's duty to rule the motion out of order. These include: 1) conflicts with federal, state or local law and rules of the City; 2) an action outside of the City's scope unless approved by two-thirds vote to allow it; 3) conflicts with a motion previously adopted and still in force; 4) presents the same question that was rejected during the same meeting; and 5) conflicts or presents the same question as one that was postponed or tabled.

RULE 9: VOTES

Votes can be taken two different ways, voice vote or roll call vote. If a voice vote is unclear, the mayor or an alderman may demand the ayes and nays by calling for a roll call vote. A majority decides a question except when basic rights of members are involved. A two-thirds vote is required if a motion deprives a member of rights in any way, or when otherwise required by state law.

Roll Call Vote. For a roll call vote, the city clerk will determine a random order which will change for each meeting. Roll call votes are required for the final passage of bills.

Voice Vote. Most votes can pass by a majority of a quorum unless specified differently by statute. Voice votes are taken by the mayor stating "all those in favor say aye; all opposed say no."

Abstention. If an alderman abstains from a vote because of a conflict of interest, he/she is not counted as present for quorum purposes and is not deemed to be "voting" for purposes of determining whether there has been a majority of those voting and present. An alderman must recuse himself from the meeting until the matter is acted upon by the Board of Aldermen. If the vote required is of the members present, or of the entire membership, an abstention will have the same effect as a "no" vote. Even in such a case, however, an abstention is not a vote and is not counted as a vote.

Tie vote. In the case of a tie vote, the mayor shall cast his/her vote to dissolve the tie vote.

Demand for a roll call. Upon the demand of any alderman, made before the negative votes are taken, the roll shall be taken for ayes and nays upon any question before the Board of Aldermen.

RULE 10: MINUTES

Full and accurate minutes of the Board of Aldermen proceedings, including closed sessions, shall be kept by the city clerk. Minutes must include the date, time, place, members present and a record of the votes [RSMo §610.021 and RSMo Chapter 79]. The exact wording of each motion and results of each vote shall be recorded in the minutes. Short summaries of comments pertinent to the discussion at the meeting will be included when appropriate. At the request of an alderman, exact statements made by he or she can be put into the record by stating "I would like to note for the record..." The Board of Aldermen must give final approval to all minutes prior to the city clerk's signature. Meeting minutes will be posted on the City's website and printed copies are available on request and are subject to printing fees in accordance with RSMo §610.026.1. Archives of the meeting videos are also on the City's website.

RULE 11. MISSOURI SUNSHINE LAW

The Missouri Sunshine Law [RSMo §610.021] sets the rules to help municipalities and other public governmental entities provide transparency and fairness. The law applies to all meetings of the Board of Aldermen and all authorized boards, commissions and committees. It also determines which types of meetings are open and which meetings can be closed. All Board of Aldermen meetings shall be held and all business conducted in compliance with the requirements of the Missouri Sunshine Law.

RULE 12: BOARDS/COMMITTEES/COMMISSIONS

The Board of Aldermen may establish, by ordinance, special commissions, committees and boards. Each subcommittee shall have a defined purpose and undertake only the work it is assigned or which is relevant to its purpose. Members are appointed by the mayor with consent of the Board of Aldermen. Terms expire annually in May and appointments are made at the first meeting in May [Municipal Code 110.040]. All committees established by the Board of Aldermen must comply with requirements of the open meetings and open records laws of Missouri as well as rules established by the Board of Aldermen. [RSMo §610.040.4]

Standing Committees, Commissions and Boards. The Mayor shall make appointments to the following committees, commissions and boards after seeking applications from the public and after consulting with the Board of Aldermen.

- Finance Committee (Board of Aldermen appointees only)
- Board of Zoning Adjustment
- Community Land & Recreation Board
- Ethics Commission
- Industrial Development Authority
- Planning & Zoning Commission
- Tax Increment Financing Commission

Ad Hoc Committees. The mayor may at any time appoint a special committee of the Board of Aldermen, also called a select or ad hoc committee. This committee is created to perform a specific task and is dissolved when the task is completed and the final report is given. The mayor should not create a special committee to do something that is within the designated function of a standing committee. The purpose of a committee determines its size as well as who is appointed to serve on it.

Appointment procedure. The city clerk is responsible for administering the process by which appointments are made in accordance with Municipal Code regulations adopted by the Board of Aldermen. The city clerk will work with the mayor to ensure appointments are made when needed or are on the list to be made. The city clerk will create a policy report and attach the application and/or resume for consideration by the Board of Aldermen.

RULE 13: SUSPENDING THE RULES

If in the event a rule does not coincide with the wishes of the Board of Aldermen, any alderman may make a motion to suspend the Rules of Order that must be approved by a two-thirds vote; but such suspension shall not extend past the matter acted upon, or the meeting, as appropriate. A motion to suspend the rules must state the reason for the suspension and the rules to be suspended.

RULE 14. REFERENCE TO ROBERT'S RULES OF ORDER

The Board of Aldermen shall refer to the current edition of *Robert's Rules of Order Newly Revised* to answer procedural questions not resolved in these rules, so long as it does not conflict with Missouri law.



Rules of Order

Rules of Order governing the Board of Aldermen of the City
of Parkville

Changes Since Work Session

- Aldermen debate
 - Mayor may limit comments to intervals of 3 minutes if needed
- Public comments
 - Request item added to agenda – by noon Thursday before meeting
 - Request to speak during Citizen Input – by noon day of meeting
 - Public comments allowed for all action items
 - At mayor's discretion, speakers may be limited to 3 minutes
 - Mayor may limit total time given, as long as proponents and opponents are given equal time
- Clarification for Alderman Wylie: An alderman may not speak against his/her motion but can vote against it

Discussion

- Readings of ordinances (page 5)
 - Both readings at same meeting
 - First reading at one meeting, second reading at following meeting



Curb & Sidewalk Contract

McAnany Concrete – Contractor

- Budget Available: \$100,000.00
- Base Contract Amount: \$73,500.00
- Change Order #1: \$15,750.00 Add 450 LF of concrete curb
- Change Order #2: \$10,500.00 Add storm drain work on Main Street, 4th, 5th, 6th & 7th Streets
- Change Order #3: \$ 350.00 Curb repairs on Heathery Way-City was reimbursed by residence contractor.
- Total Revised Contract: \$100,100.00

**Net Expenditure for Curb & Sidewalk = \$99,750.00

Curb Repairs



10' Curb Removal – Minimum

Curb Repairs



Total Concrete Curb Replaced = 2,460 feet

Sidewalk Repairs – 200 West St.



Sidewalk Repair 480.00 SY

Storm Drain Reconstruction



Existing Storm Drains along Main Street at 4th Street, 5th Street, 6th Street and 7th Street were reconstructed.

Storm Drain Reconstruction



Storm Drain Reconstruction



Mill & Overlay Contract

Metro Asphalt – Contractor

- Budget Available: \$220,000.00
- Base Contract Amount: \$219,964.00

- Total Expenditure: \$219,578.04

**Contractor returned \$385.96 in contract savings.

Scope of Work

- 2" Full Width Milling 1,000 SY
- 1.5" Edge Milling 13,500 SY
- 2" Asphalt Overlay 3,211.47 TONS

- Manhole Riser Rings 2 EA

**Recycled Asphalt Used for Asphalt Overlay

Overlay at Brink Myers Road



2" full width milling:	517.00	SY
2" asphalt overlay	45.50	TONS

Overlay at Brink Myers Road



Overlay at N. National Drive



2" full width milling:	107.00	SY
1.5" edge milling	1,907.00	SY
2" asphalt overlay	361.38	TONS

Overlay at N. National Drive



Overlay at Riss Lake



2" full width milling:	313.00	SY
1.5" edge milling	9,041.00	SY
2" asphalt overlay	1,798.04	TONS

Overlay at Riss Lake



06 10 2015

06 17 2015

Overlay at Riss Lake



06 17 2015

Overlay at Main Street



2" full width milling:	357.00	SY
1.5" edge milling	508.00	SY
2" asphalt overlay	1,041.43	TONS
Manhole riser rings	2	EA

Overlay at Main Street



Overlay at Main Street



Overlay at Main Street



Overlay at Main Street

