



Note: At 6:30 p.m., a closed session will be held regarding attorney-client matters pursuant to RSMo 610.021(1).

BOARD OF ALDERMEN
Regular Meeting Agenda
CITY OF PARKVILLE, MISSOURI
Tuesday, January 3, 2017 7:00 pm
City Hall Boardroom

Next numbers: Bill No. 2912 / Ord. No. 2878

1. CALL TO ORDER

- A. Roll Call
- B. Pledge of Allegiance

2. CITIZEN INPUT

3. CONSENT AGENDA

- A. Approve the minutes for the December 20, 2016, regular meeting
- B. Approve the minutes for the December 20, 2016, work session
- C. Receive and file the November sewer report
- D. Approve the second reading of an ordinance to approve a cooperative agreement with the 9 Highway Corridor Community Improvement District
- E. Approve accounts payable from December 16 to December 29, 2016

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 made by any alderman, followed by a second and a roll call vote to "Approve the consent agenda and recommended motions for each item as presented."

4. ACTION AGENDA

- A. Approve the 2017 Parkville Economic Development Council investment renewal and public services agreement (Administration)
- B. Approve the first reading of an ordinance to amend Section 300.010 and repeal and replace Parkville Municipal Code Chapter 370 regarding the towing of abandoned vehicles and property from private and public property (Police)
- C. Approve a change order with Westland Construction for sanitary sewer repairs at 9th and Main streets (Public Works)
- D. Adopt an ordinance to install a stop sign and "Do Not Block Intersection" sign on Julian Drive (Public Works)
- E. Approve the second reading of an ordinance to approve a conditional use permit to operate an office use of low traffic generation at 8904 NW Hwy 45 in the "R-1" Single-Family Residential District – Case PZ16-21; By the Blade, applicant (Community Development)

5. STAFF UPDATES ON ACTIVITIES

A. Community Development

1. 2016 Code Enforcement Year-End Review

6. MAYOR, BOARD OF ALDERMEN & COMMITTEE REPORTS & MISCELLANEOUS ITEMS

7. ADJOURN

General Agenda Notes:

The agenda closed at noon on December 29, 2016. 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 vote of the Board of Aldermen. The deadline to submit your name for Citizen Input is noon on January 3, 2017.

1. CALL TO ORDER

A regular meeting of the Board of Aldermen was convened at 7:00 p.m. on Tuesday, December 20, 2016, at City Hall located at 8880 Clark Avenue, Parkville, Missouri, and was called to order by Mayor Nanette K. Johnston. City Clerk Melissa McChesney called the roll as follows:

Ward 1 Alderman Diane Driver	- present
Ward 1 Alderman Tina Welch	- present
Ward 2 Alderman Jim Werner	- present
Ward 2 Alderman Dave Rittman	- present
Ward 3 Alderman Robert Lock	- 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: Interim City Administrator Kirk Davis
Kevin Chrisman, Police Chief
Alysen Abel, Public Works Director
Stephen Lachky, Community Development Director
Matthew Chapman, Finance/Human Resources Director
Tim Blakeslee, Assistant to the City Administrator
Steve Chinn, City Attorney

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

2. CITIZEN INPUT

A. Recognize Steve Chinn for his work as City Attorney

Mayor Johnston recognized City Attorney Steve Chinn for his work with the City since January 2012.

B. Recognize Landon Beyer from Boy Scout Troop 333 for his Eagle Scout project at the Parkville Nature Sanctuary

Mayor Johnston presented a certificate of recognition for to Landon Beyer from Boy Scout Troop 333 for his Eagle Scout project for a new wetland bridge on the Old Kate Trail at the Parkville Nature Sanctuary.

Mayor Johnston recognized a member of Boy Scouts of America Troop 333 who was working on his Citizenship in the Community merit badge.

3. CONSENT AGENDA

- A. Approve the minutes for the December 6, 2016, regular meeting
- B. Approve the minutes for the December 6, 2016, work session
- C. Receive and file the November Municipal Court report
- D. Receive and file the financial report for the month ending November 30, 2016
- E. Receive and file the crime statistics for January through October 2016
- F. Approve the second reading of an ordinance to approve the petition to establish the 9 Highway Corridor Community Improvement District
- G. Approve the second reading of an ordinance to adopt the 2017 Operating Budget and 2017 – 2022 Capital Improvement Program

- H. Approve the second reading of an ordinance to classify all employee positions and establish compensation for such classifications
- I. Approve the second reading of an ordinance to accept the public street and storm sewer improvements and the associated maintenance bonds for Lime Stone Court in the Townhomes at the National, 2nd Plat
- J. Approve the second reading of an ordinance to approve the Thousand Oaks 16th Plat, Final Plat – Case No. PZ14-27; David Barth, Forest Park Development Company of Kansas City, LLC, applicant
- K. Approve the second reading of an ordinance to approve the Thousand Oaks 19th Plat, Final Plat – Case No. PZ15-23; David Barth, Forest Park Development Company of Kansas City, LLC, applicant
- L. Approve accounts payable from December 1 to December 15, 2016

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO APPROVE THE CONSENT AGENDA AND RECOMMENDED MOTIONS FOR EACH ITEM, AS PRESENTED. ALL AYES BY ROLL CALL VOTE: PLUMB, WYLIE, WERNER, DRIVER, WELCH, RITTMAN, LOCK AND SPORTSMAN. MOTION PASSED 8-0.

4. ACTION AGENDA

A. Approve the first reading of an ordinance to approve a cooperative agreement with the 9 Highway Corridor Community Improvement District

Community Development Director Stephen Lachky stated that a public hearing was held on December 6 to establish the 9 Highway Corridor Community Improvement District (CID). The proposed district included properties along Route 9 from Route 45 to Lakeview Drive and the one percent sales tax generated from the retail sales within the district would be used for the local match for the state and federal grants to complete improvements from the Route 9 Corridor Study. The cooperative agreement described the priorities of the CID, reimbursements and other administrative matters, including the submission of an annual budget, enforcement of the sales tax and providing funds for the improvements to Route 9. The first CID board meeting was scheduled for December 21.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO APPROVE BILL NO. 2910, AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT BY AND BETWEEN THE CITY OF PARKVILLE, MISSOURI AND THE 9 HIGHWAY CORRIDOR COMMUNITY IMPROVEMENT DISTRICT, ON FIRST READING AND POSTPONE THE SECOND READING TO JANUARY 3, 2017. ALL AYES; MOTION PASSED 8-0.

B. Approve Resolution No. 16-021 supporting the relocation and placement of the Bill Grigsby statue to Pocket Park

Assistant to the City Administrator Tim Blakeslee explained that staff received a proposal from a citizen group led by Kevin Heaton in late November to move the statue of Bill Grigsby formerly located at the National clubhouse to Pocket Park. The project would be funded entirely by private donations and the City would conduct a boundary survey. The citizen group requested a resolution of support from the City to show that it was willing to move forward with moving the statue. The Board would approve the final plans, a donation agreement and insurance requirements after the donations were received. Blakeslee added that the project did not conflict with the 2016 Parks Master Plan. The Community Land and Recreation Board approved the project by a vote of 9-0 and recommended that the statue be moved deeper into the park instead of in the center.

The Board discussed the location of the statue and ongoing maintenance. The Board asked what would happen after the donation agreement expired and City Attorney Steve Chinn said it would become the City's property and could be declared as surplus.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO **APPROVE RESOLUTION NO. 16-021 SUPPORTING THE RELOCATION AND PLACEMENT OF THE BILL GRIGSBY STATUE TO POCKET PARK. ALL AYES; MOTION PASSED 8-0.**

C. Approve an agreement with the Prodigy Baseball Academy for use of the baseball fields in English Landing Park

Assistant to the City Administrator Tim Blakeslee said that the Prodigy Baseball Academy requested use of the baseball fields in the English Landing Park two days per week in exchange for monthly maintenance, which would help fill the maintenance gap, and two major improvements each year. Staff researched the costs of improvements to the windscreen, batting cage, warm-up area and portable batting cage and determined it was a relatively equal trade for use of the field and maintenance. Blakeslee noted that the agreement included provisions about what happened if the maintenance and improvements were not completed. The Community Land and Recreation Board approved the agreement in November and was interested in expanding the agreement to include the Friends Field in the future.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO **AUTHORIZE STAFF TO FINALIZE AND THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT WITH THE PRODIGY BASEBALL ACADEMY FOR THE USE OF THE BASEBALL FIELDS IN ENGLISH LANDING PARK. ALL AYES; MOTION PASSED 8-0.**

D. Approve the first reading of an ordinance to approve a conditional use permit to operate an office use of low traffic generation at 8904 NW Highway 45 in the "R-1" Single-Family Residential District – Case No. PZ16-21; By the Blade, applicant

Community Development Director Stephen Lachky stated that since 2003 the property at 8904 NW Highway 45 operated as a real estate office. The property was zoned residential and any business located in the residence would require a conditional use permit (CUP). The applicant By the Blade planned to use the property for office use only and the landscaping equipment would be kept off-site. Lachky noted that the CUP was the same as the one approved in 2003 with the exception of one additional condition. Signs in residential districts required Board of Aldermen approval, but the condition would allow administrative approval of signs on the property.

The Planning and Zoning Commission recommended approval by a vote of 8-0. The consensus of the Board was to include a condition prohibiting equipment parking and storage on the property.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO **APPROVE BILL NO. 2911, AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT TO OPERATE AN OFFICE USE OF LOW TRAFFIC GENERATION AT 8904 NW HIGHWAY 45 IN PARKVILLE, MISSOURI, SUBJECT TO STAFF CONDITIONS AND THE BOARD'S CONDITION TO PROHIBIT OUTDOOR STORAGE OF EQUIPMENT OR MATERIALS ON-SITE, ON FIRST READING AND POSTPONE THE SECOND READING TO JANUARY 3, 2017. ALL AYES; MOTION PASSED 8-0.**

E. Approve a Planned District Development permit for exterior modifications in the "OTD" Old Town District at 112 Main Street for the addition of a roof over an existing outdoor patio/dining area at Café Des Amis – Case No. PZ16-20; La Petite France, LLC, applicant

Community Development Director Stephen Lachky stated that the applicant wanted to add a roof over the existing patio at Café Des Amis. The Planning and Zoning Commission approved the permit by a vote of 8-0 and verified it conformed to the Municipal Code and Vision Downtown Parkville. Lachky noted that the work had already begun and the property owner was aware it was at his own risk to complete the work without a permit.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO APPROVE A PLANNED DISTRICT DEVELOPMENT PERMIT TO ALLOW EXTERIOR MODIFICATIONS IN THE “OTD” OLD TOWN DISTRICT AT 112 MAIN STREET, AS RECOMMENDED BY THE PLANNING AND ZONING COMMISSION. ALL AYES; MOTION PASSED 8-0.

5. STAFF UPDATES ON ACTIVITIES

A. Administration

1. Holiday Schedule

Interim City Administrator Kirk Davis thanked Steve Chinn for his work with staff over the years. He noted that City Hall would be closed December 26-27, 2016, and on January 2, 2017.

B. Police Department

1. Deer Count

Police Chief Kevin Chrisman provided an overview of the deer counts at Park University, noting that there were no changes from the last report. He said the last report would be presented on January 17.

2. Park Village Luncheon

Police Chief Kevin Chrisman said that a luncheon was held on December 12 at Park Village and 30 residents attended. The luncheon was funded by the Police Community Assistance Fund.

3. Shop with a Cop

Police Chief Kevin Chrisman noted that Shop with a Cop was held on December 18 and 14 children and one family were helped. He thanked the volunteers and said that 13 Police Department staff helped at the event.

C. Public Works

1. Downtown Sewer Repairs

Public Works Director Alysén Abel provided an update on the downtown sewer repairs, noting that the manhole on Main Street near the railroad tracks was completed and the next phase would begin shortly. The contractor Westland Construction was also helping out with an emergency repair at 900 Main Street because staff determined it was a sewer main issue. Because of a water line nearby, the City was coordinating with Missouri American Water on the repair. Abel added that work had started and a second repair was found nearby that also needed to be fixed. The additional repairs would require a change order.

Abel also provided an update on the snow storm on December 17, noting that there were approximately 230 man hours used to clear and treat the snow and ice and 180 tons of salt and sand were used. She added that staff would refill the salt dome and a remote storage structure was located on the west side of the city that would help save on staff time and fuel

costs during future winter weather. She thanked the staff for their work to help clear the roads.

6. MAYOR, BOARD OF ALDERMEN & COMMITTEE REPORTS & MISCELLANEOUS ITEMS

Mayor Johnston provided a summary of events and meetings she attended over the prior month. She congratulated Assistant to the City Administrator Tim Blakeslee for being accepted into the International City/County Management Association Emerging Leaders Development Program and Public Works Director Alysén Abel for being named as the first year director for the Kansas City metropolitan chapter of the American Public Works Association Board of Directors.

Mayor Johnston said she attended several meetings, including the Parkville Economic Development Council executive committee, Mid-America Regional Council Total Transportation Policy Committee, Main Street Parkville Association, Parkville Rotary and the Northland Regional Chamber Board of Directors. She also met with Kevin Heaton and Alysén Abel to discuss decorative street lights, with staff and downtown business owners to discuss moving the Bill Grigsby statue to Pocket Park and a third meeting with downtown business owners to discuss the state of progress and work through issues. She and the Platte County mayors group met with outgoing and incoming Platte County Commissioners; representatives Brian Higdon and Kevin Corlew were also in attendance. She thanked the Community Land and Recreation Board for holding a special meeting to discuss moving the Grigsby statue and thanked the I-435/Route 45 Committee who reviewed the proposal received. She also attended a meeting with Park University president Dr. Gunderson and was involved in the city administrator search committee who narrowed down the applicants for interviews.

She said she attended the following events: Platte County Economic Development Council (PCEDC) VIP luncheon; White Goss holiday reception; Parkville Economic Development Council holiday reception; Gallery of Trees; Christmas on the River; second open house for the zoning code and subdivision regulations update; groundbreaking ceremony for the new Missouri American Water treatment plant; ribbon cutting ceremony for the newly remodeled restroom in English Landing Park; QuikTrip grand opening; customer appreciation event with Parkville Artisan's Studio, Cool Vintage Watches, The Middle KC and Om Prana Yoga; Independence Mayor's Prayer Breakfast; and Shop with a Cop. Johnston noted that at the PCEDC VIP luncheon, Parkville selected Bank Liberty for the community award because of their consistent support and strong presence in the community and the PCEDC selected two businesses in Parkville for its community awards: Park University and Roll On Transportation.

Alderman Werner noted that he attended the Police Department's holiday luncheon at Park Village on December 12 and thanked the department for their hard work.

Alderman Plumb said that the Parkville Chamber of Commerce appointed Lisa Hatcher as the new president, the Annual Gala and Awards banquet was scheduled for January 27 and the Chamber planned to move its office to Parkville Commons.

7. ADJOURN

Mayor Johnston declared the meeting adjourned at 8:10 p.m.

The minutes for Tuesday, December 20, 2016, having been read and considered by the Board of Aldermen, and having been found to be correct as written, were approved on this the third day of January 2017.

Submitted by:

Mayor Nanette K. Johnston opened the work session at 5:39 p.m. on December 20, 2016, at City Hall located at 8880 Clark Avenue, Parkville. In attendance were aldermen Greg Plumb, Douglas Wylie, Jim Werner, Diane Driver, Tina Welch, Dave Rittman, Robert Lock and Marc Sportsman.

The following staff was also present:
Kirk Davis, Interim City Administrator
Kevin Chrisman, Police Chief
Alysen Abel, Public Works Director
Stephen Lachky, Community Development Director
Matthew Chapman, Finance/Human Resources Director
Tim Blakeslee, Assistant to the City Administrator
Melissa McChesney, City Clerk
Steve Chinn, City Attorney

1. GENERAL AGENDA

A. Zoning Code and Subdivision Regulations Update

Community Development Director Stephen Lachky explained that the original zoning code was adopted in 1953 and the subdivision regulations were adopted in 1964. Over time the City adopted amendments to the Municipal Code, but a consultant never looked at it comprehensively. Gould Evans was selected in 2015 to review the Code. During the process, two public open houses were held and the Planning and Zoning Commission held a public hearing on December 14.

Chris Brewster, Gould Evans, provided an overview of the process and the meetings held with the Planning and Zoning Commission, who served as the advisory committee. He noted that prior plans adopted by the City were reviewed, along with reviewed each section of the Code. Brewster also provided an overview of the phases and recommended changes, which were included in the presentation in the agenda packet.

On behalf of the Planning and Zoning Commission, Chairman Dean Katerndahl thanked the Board for investing in a consultant to review the Code. He also complimented staff and the consultants for their hard work. He said the revised Code was much more organized than the prior Code and reduced 41 chapters down to ten.

Brewster provided an overview of subdivision standards, zoning districts, uses and site design and landscaping, access and parking and revised sign regulations. Discussion focused on the new sign requirements that scaled the size of the sign to the size of the building and any signs taking up more than 25 percent of the window would require a sign permit.

Further discussion included the transition between districts and buildings in the district. The consensus of the Board was to have the new city attorney review the revisions to look at possible consequences with pending litigation.

The work session ended at 6:52 p.m.

The work session minutes for December 20, 2016, having been read and considered by the Board of Aldermen, and having been found to be correct as written, were approved on this the third day of January 2017.

Submitted by:

City Clerk Melissa McChesney

OPERATIONS REPORT – PARKVILLE DIVISION

November 2016

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
Kimberling City

Lake Ozark/
Osage Beach

Lincoln County #1
Neosho
Nevada
Parkville

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

St. Charles County #2
Ste. Genevieve
Sedalia
Versailles

IOWA

Maquoketa

TENNESSEE

Dyersburg Welcome
Center

Waste Water Treatment Plant Operations

- 2.12” of precipitation fell during the month.
- The plant performed well this month with 98.4% removal efficiency for B.O.D. and 96.4% for TSS.
- An average of 489,600 gallons of wastewater was treated each day.

Waste Water Laboratory Analysis

- Staff performed 388 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 clarifiers.
- LDO basins probes 1a, 1b, 2a, and 2b were cleaned.
- Routine preventative maintenance was done in accordance with all manufacturer recommendations and logged on the computer.
- Staff cleaned UV bulbs and channel for the winter. Per permit the plant is only required to run the UV system from April through October.
- FTC installed new a Mission Control unit at WWTF.
- Genesis finished the new storage building. Staff began placing equipment into the building.

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 1 sewer inspection in Riss Lake subdivision.

Collection System Maintenance

- Each pump station was checked on Monday, Wednesday, and Friday.
- Due to an electrical upgrade at Parks/McAfee pump station building, staff needed to run the pump station on the generator for about 5 hours. Staff noticed the generator was leaking antifreeze. Absolute Comfort was called and found that the water pump was bad. A new pump was ordered and Absolute Comfort Technologies installed the new water pump.

OPERATIONS REPORT – PARKVILLE DIVISION

- Brenntag delivered 3,800 gallons of Robin 4000 for odor control in Riss Lake.
- Mid-American Pump performed annual preventative maintenance on FF Highway pump stations.
- Foley Company replaced the discharge pipe inside of the wet well at Pinecrest pump station.
- Staff repaired a curb stop cap that was hit by a lawn mower in Riss Lake subdivision.
- H&H cleaned the sewer force main in River Chase subdivision. This is a preventative maintenance measure.
- Westland Construction started work on sewer main replacement by the RR track, between East and Main Street.

Bio-solids

- Staff land applied 1.0 dry tons of sludge during the month.

Safety

- 11/28/16: Chlorine Safety.

Recommendations

- Nothing at this time.

OPERATIONS REPORT – PARKVILLE DIVISION

Loading

Hydraulic	498,600 gallons per day
Organic	363 mg/L of BOD ₅ per day

NPDES Effluent Permit Parameters

Parameter	Monthly Average	Permit Limit
pH	6.8 Min. and 7.0 Max	6.5 - 9.0
TSS	6.25 mg/L	30 mg/L
BOD ₅	3 mg/L	25 mg/L
NH ₃ -N	0.25 mg/L	3.5 mg/L
O & G	4.0 mg/L	10.0 mg/L
Fecal Coliform	Not required Nov. 1-March 31	400 #/100mL

Removal Efficiency

Parameter	Monthly Average	Permit Limit
Organic	98.4 %	85 %
Solids	96.4 %	85 %

Biosolids

	Report Period	Year to Date
Quantity Applied	1.0 dry tons	55.0 dry tons
Acres Applied	30 acres	50 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	6.6	21.6	0.3	4070	940	6.5	21.6	2.4	3770	830	1	O
2	6.5	21.9	0.3	3940	930	6.5	21.9	2.6	3710	820		O
3	6.7	21.8	2.8	3950	940	6.7	22.0	3.2	3670	830		O
4	6.7	21.2	1.6	4110	930	6.7	21.4	1.3	3820	840		O
5	6.6	21.0	1.7	3690	880	6.6	21.2	2.4	3840	830		PC
6	6.7	20.7	2.5	4020	920	6.7	20.9	2.7	3810	860		C
7	6.7	20.4	0.3	4200	970	6.7	20.7	2.4	3970	880		R
8	6.7	20.8	0.3	3930	940	6.6	21.1	2.7	3820	860		PC
9	6.7	19.9	0.3	4140	950	6.7	20.5	2.8	4010	850		C
10	6.6	20.1	0.3	4040	920	6.6	20.6	2.7	3820	850		C
11	6.6	20.3	0.3	4250	950	6.6	20.7	1.9	3930	880		PC
12	6.8	20.0	2.0	4010	1000	6.5	19.8	3.1	3910	860		C
13	6.7	19.4	1.2	4100	1000	6.7	19.6	3.1	3980	900		C
14	6.6	20.2	0.2	4380	990	6.6	20.4	1.6	3930	940		C
15	6.6	19.8	0.3	4060	910	6.7	20.2	1.7	3930	940		C
16	6.6	19.5	0.3	4100	1000	6.6	19.9	1.3	3800	900		C
17	6.5	20.5	0.3	4210	990	6.6	20.5	0.4	3970	900		PC
18	6.7	19.8	0.2	4090	990	6.6	20.5	0.4	3970	980		O
19	6.7	19.3	0.4	4010	990	6.7	19.5	4.1	3910	970		C
20	6.7	18.9	0.3	3980	980	6.7	19.1	3.3	3860	950		C
21	6.6	19.3	0.3	4220	990	6.7	19.8	2.3	3870	950		PC
22	6.6	19.7	0.3	4170	1000	6.6	20.2	2.2	4030	910		O
23	6.7	19.8	1.7	3540	980	6.7	20.4	3.2	3320	930		O
24	6.7	19.7	0.3	4100	990	6.7	19.9	4.0	3800	940		O
25	6.7	19.5	0.5	3640	990	6.7	19.9	3.7	3370	940		O
26	6.7	20.2	1.7	4050	980	6.7	20.1	3.0	3740	950		C
27	6.7	19.8	0.8	3810	1000	6.7	20.2	2.2	3440	940		O
28	6.7	20.1	0.2	3800	990	6.6	20.2	0.5	3640	980		O
29	6.7	19.3	0.3	3910	990	6.7	19.8	1.9	3660	940		PC
30	6.7	18.8	0.3	3780	990	6.8	19.4	2.3	3570	980		O
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 your permit and keep one copy in your files.
3. Reports must be signed by whoever performed tests and by an appropriate official.
4. In the weather column, use the following symbols: R-rain, S-snow, C-clear, P.C.-partly cloudy and O-overcast.
5. Use grab sample for pH, Temp. and D.O. Use grab samples for all operational control test.
6. Use 24 hr. composite (proportional) samples for B.O.D., 5, and Suspended Solids tests unless NPDES permit indicates otherwise. Use "Standard Methods" or an approved equal for all parameters.
7. Treatment plant flow measurements may be made on either influent or effluent. Lagoon influent flow measurements need be only at the time of composite sampling of the influent. All tests must be performed in accordance with NPDES Permit Conditions and Operational Control Regulation 10 CSR 20-9.010. Review your permit for specific requirements.
8. Unusual conditions, significantly affecting operations must be reported immediately to the Department of Natural Resources.
9. Representative sludge samples should be taken either before entering digesters and/or holding tanks or after removal from digesters or holding tanks.

Tests Performed by: Michael Taylor <i>Michael Taylor</i>	Title: Operator 1	Phone #: 816-891-0003	Date: 12-16-16
Report Approved by: C. Richard Wilson <i>C. Richard Wilson</i>	Title: Local Manager	Phone #: 816-891-0003	Date: 12/16/16

CITY OF PARKVILLE

Policy Report

Date: Thursday, December 22, 2016

Prepared By:
Stephen Lachky, AICP
Community Development Director

Reviewed By:
Melissa McChesney
City Clerk

ISSUE:

Approve the second reading of an ordinance to approve a cooperative agreement with the 9 Highway Corridor Community Improvement District (CID).

BACKGROUND:

On December 6, 2016, the Board of Aldermen held a public hearing to consider the first reading of an ordinance approving the petition to establish the 9 Highway Corridor CID, establish the district as a political subdivision of the State of Missouri, establish the term of existence of the district, direct the City Clerk to report the creation of the district to the Missouri Department of Economic Development (MDED), and authorize certain documents and prescribing other matters relating thereto. The petition proposes a one cent (\$0.01) sales tax affecting properties in the district that generate retail sales in order to generate local matching funds for state and federal grants to fund the construction of improvements identified in the *Route 9 Corridor Study* (adopted by the Board of Aldermen on January 5, 2016). These improvements are anticipated to be carried out during the first five years of the district as part of its Five-Year District Management Plan. A copy of the petition is included as Attachment 2.

RSMo Sections 67.1401 to 67.1571 require the submission of signed petitions from a group of property owners 1) collectively owning more than fifty percent (50%) by assessed value of real property within the District; and 2) representing more than fifty percent (50%) per capita of all owners of real property within the District. On November 10, 2016, the City Clerk reviewed petitions received from property owners within the proposed CID district and verified the petition substantially complies with the state statute requirements (see Attachment 3). The petition requires the CID district enter into a cooperative agreement with the City regarding priorities, reimbursement, projects, administrative matters and other matters deemed necessary by the City. This includes adopting and submitting an annual budget to the City, agreeing to and enforcing the 1% sales tax, and agreeing to assist in the improvements outlines in the *Route 9 Corridor Study*. A copy of the cooperative agreement is included as Attachment 4.

Following approval of the second reading of the ordinance approving the petition to establish the 9 Highway Corridor CID, the CID convened its first board meeting on December 21, 2016 to consider approving its bylaws, conflict of interest policy and other documents, including the cooperative agreement.

BUDGET IMPACT:

The City estimates the 9 Highway Corridor CID will bring in annual revenues of approximately \$147,300 from a 1% special district sales tax, based on the proposed district boundary.

ALTERNATIVES:

1. Adopt the second reading of an ordinance approving a cooperative agreement by and between the City of Parkville, Missouri and the 9 Highway Corridor CID.
 2. Adopt the second reading of an ordinance, subject to changes directed by the Board of Aldermen.
-

3. Deny the second reading of an ordinance.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends that the Board of Aldermen approve the second reading of an ordinance approving a cooperative agreement with the 9 Highway Corridor CID.

POLICY:

Section 1.1. B. of the cooperative agreement states, "The District has authority to enter into this Agreement and carry out its obligations under this agreement."

Section 1.2. B. of the cooperative agreement states, "The City has authority to enter into this Agreement and carry out its obligations under this Agreement, and the Mayor of the City is duly authorized to execute and deliver this Agreement.

SUGGESTED MOTION

I move to approve Bill No. 2910, an ordinance approving a cooperative agreement by and between the City of Parkville, Missouri and the 9 Highway Corridor Community Improvement District, on second reading to become Ordinance No. ____.

ATTACHMENTS:

1. Ordinance
 2. Petition for the creation of 9 Highway Corridor Community Improvement District City of Parkville, Missouri (dated November 1, 2016)
 3. Certification of City Clerk (dated November 10, 2016)
 4. Cooperative Agreement
-

AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT BY AND BETWEEN THE CITY OF PARKVILLE, MISSOURI AND THE 9 HIGHWAY CORRIDOR COMMUNITY IMPROVEMENT DISTRICT

WHEREAS, pursuant to the Community Improvement District Act, Section 67.1401 et seq. ("Act") by Ordinance No. 2872, adopted on December 20, 2016, the City approved a petition for the creation of the 9 Highway Corridor Community Improvement District (the "District"), signed by (1) property owners collectively owning more than fifty percent (50%) by assessed value of the real property and (2) fifty percent (50%) per capita of all owners of real property within the boundaries of the proposed 9 Highway Corridor Community Improvement District; and

WHEREAS, the District and the City of Parkville, Missouri have determined that the actions contemplated pursuant to the cooperative agreement will serve a public purpose. The District has requested that the City make its own determination with regard to this matter; and

WHEREAS, the City and District desire to enter into a cooperative agreement to govern the District.

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

Section 1. The Board of Aldermen hereby approves the cooperative agreement attached hereto as Exhibit A, with such changes therein as shall be approved by the officers of the City executing the same.

Section 2. That, pursuant to the Act, the City has determined that the expenditure of the District's revenues pursuant to the cooperative agreement, and the actions taken pursuant to the cooperative agreement will serve a public purpose.

Section 3. This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor according to law.

Section 4. This ordinance is effective upon its passage and approval.

PASSED and APPROVED this 3rd day of January 2017.

Mayor Nanette K. Johnston

ATTESTED:

City Clerk Melissa McChesney

**PETITION FOR THE CREATION
OF
9 HIGHWAY CORRIDOR COMMUNITY IMPROVEMENT DISTRICT
CITY OF PARKVILLE, MISSOURI**

_____, 2016

**PETITION FOR THE CREATION OF
9 HIGHWAY CORRIDOR COMMUNITY IMPROVEMENT DISTRICT**

To the Mayor and Board of Aldermen of the City of Parkville, Missouri:

The undersigned real property owners (collectively, the “Petitioner”), being the owners collectively owning

- (1) more than fifty percent (50%) by assessed value of the real property and
- (2) more than fifty percent (50%) per capita of all owners of real property

within the boundaries of the hereinafter described community improvement district, does hereby petition and request that the Board of Aldermen of the City of Parkville, Missouri create a community improvement district as described herein under the authority of Sections 67.1401 to 67.1571, RSMo (the “CID Act”). In support of this petition, the Petitioner sets forth the following information in compliance with the CID Act:

1. District Name. The name for the proposed community improvement district (“CID” or “District”) is:

9 Highway Corridor Community Improvement District.
2. Legal Description and Map. A legal description and boundary map of the proposed District are attached hereto as **Exhibit A-1**. The proposed district comprises approximately 89.22 acres and is located entirely within the City of Parkville, Missouri. The owners of the real property within the District are set forth in **Exhibit A-2** attached hereto.
3. Five-Year Plan. A five-year plan as required by the CID Act is attached hereto as **Exhibit B** (the “Five Year Plan”).
4. District Powers. The District shall provide any and all services deemed in the sole discretion of the Board (hereinafter defined) to be desirable, and shall have all rights and powers needed to provide those desired services, up to and including any right or power not specifically limited, or prevented, by the CID Act or this Petition. These powers include, but are not limited to, the following:
 - a. To adopt, amend, and repeal bylaws, not inconsistent with the CID Act necessary or convenient to carry out the provisions of the CID Act;
 - b. To sue and be sued;
 - c. To make and enter into contracts and other instruments, with public and private entities, necessary or convenient to exercise its powers and carry out its duties pursuant to the CID Act;

- d. To accept grants, guarantees, and donations of property, labor, services, or other things of value from any public or private source;
- e. To employ or contract for such managerial, engineering, legal, technical, clerical, accounting, or other assistance as it deems advisable;
- f. To acquire by purchase, lease, gift, grant, bequest, devise, or otherwise, any real property within its boundaries, personal property or any interest in such property;
- g. To sell, lease, exchange, transfer, assign, mortgage, pledge, hypothecate, or otherwise encumber or dispose of any real or personal property or any interest in such property;
- h. To levy sales taxes pursuant to the CID Act;
- i. To fix, charge, and collect fees, rents and other charges for use of any of the following:
 - i. The District's real property, except for public rights-of-way for utilities;
 - ii. The District's personal property; or
 - iii. Any of the District's interest in such real or personal property, except for public rights-of-way for utilities.
- j. To borrow money from any public or private source and issue obligations and provide security for the repayment of the same as provided in the CID Act;
- k. To loan money as provided in the CID Act;
- l. To make expenditures, create reserve funds, and use its revenues as necessary to carry out its powers or duties and the provisions and purposes of the CID Act;
- m. To enter into one or more agreements with the City for the purpose of abating any public nuisance within the boundaries of the District including, but not limited to, the stabilization, repair or maintenance or demolition and removal of buildings or structures, provided that the City has declared the existence of a public nuisance;
- n. Within the District's boundaries, to provide assistance or construct, reconstruct, install, repair, maintain and equip any of the following public improvements:
 - i. Parks, lawns, trees, and any other landscape;

- ii. Convention and meeting facilities.
 - iii. Sidewalks, streets, alleys, bridges, ramps, tunnels, overpasses and underpasses, traffic signs and signals, utilities, drainage, water, storm and sewer systems, and other site improvements;
 - iv. Parking lots, garages, or other facilities;
 - v. Streetscape, lighting, benches or other seating furniture, trash receptacles, marquees, awnings, canopies, walls, and barriers;
 - vi. Information booths, bus stop and other shelters, rest rooms, and kiosks;
 - vii. Paintings, murals, display cases, sculptures, and fountains; and
 - viii. Any other useful, necessary, or desired improvement.
- o. To dedicate to the municipality, with the municipality's consent, streets, sidewalks, parks, and other real property and improvements located within its boundaries for public use;
 - p. Within its boundaries, to operate or to contract for the provision of music, news, child-care, or parking facilities, and buses, minibuses, or other modes of transportation;
 - q. Within its boundaries, to lease space for sidewalk café tables and chairs;
 - r. Within its boundaries, to provide or contract for cleaning, maintenance, security, and other services to public and private property;
 - s. Within its boundaries, to provide or contract for the provision of security personnel, equipment, or facilities for the protection of property and persons;
 - t. In accordance with the City's special event or sign permitting requirements or other applicable City requirements, to produce and promote any tourism, recreational or cultural activity or special event in the District by, but not limited to, advertising, decoration of any public place in the District, promotion of such activity and special events, and furnishing music in any public place;
 - u. To support business activity and economic development in the District including, but not limited to, the promotion of business activity, development and retention, and the recruitment of developers and businesses;
 - v. To provide refuse collection and disposal services within the District;

- w. To contract for or conduct economic, planning or other studies; and
 - x. To make expenditures, create reserve funds, and use its revenues as necessary to carry out its powers or duties and the provisions and purposes of the CID Act.
5. Form of District. The proposed District will be established as a political subdivision of the State of Missouri under the CID Act.
6. Board of Directors.
- a. Number. The District shall be governed by a Board of Directors (the “Board”) consisting of five (5) members, whom shall be appointed by the municipality in accordance with this petition.
 - b. Qualifications. Each Member of the Board (“Director”) shall meet the following requirements:
 - (1) be at least 18 years of age;
 - (2) be and must declare to be either an owner of real property within the District (“Owner”) or an authorized representative of an Owner, an owner of a business operating within the District (“Operator”) or an authorized representative of such Operator, or a registered voter (“Resident”) residing within the District, as provided in the CID Act;
 - (3) be and have been a resident of the State of Missouri for at least one year immediately preceding the date upon which he or she takes office in accordance with Article VII, Section 8 of the Missouri Constitution; and
 - (4) except for the initial directors named in this Petition, be nominated according to a slate submitted as described in this Petition.
 - c. Initial Directors. The initial directors (“Initial Directors”) and their respective terms shall be as follows:
 - (1) Matt Brooks
Owner's Representative – four (4) year term.
 - (2) Dale Brouk
Owner's Representative – four (4) year term.
 - (3) Nanette K. Johnston
City Director – four (4) year term.
 - (4) Debra K. Hopkins
Owner's Representative – two (2) year term.

- (5) Ed Bradley
Owner's Representative – two (2) year term.

- d. Terms. Each Initial Director shall serve the term set forth above or until his/her successor ("Successor Director") is appointed in accordance with this Petition. If, for any reason, a Director is not able to serve his/her term, or shall resign prior to the expiration of his/her full term, a Successor Director shall be appointed as set forth in accordance with Paragraph 6(e) hereof and such Successor Director shall serve the remainder of the unexpired term. After the Initial Directors have served the terms set forth above, all future Successor Directors shall serve a four (4) year term unless such Successor Director is appointed to fill the position of a Director who is not able to serve his/her term, and in such case, the Successor Director shall only serve the remainder of the unexpired term of the Director the Successor Director has been appointed to replace.

Notwithstanding anything to the contrary, any Director's failure to meet the qualification requirements set forth above, either in a Director's individual capacity or in a Director's representative capacity, shall constitute cause for the Board to take appropriate action to remove said Director.

- e. Successor Directors. Successor Directors shall be appointed by the Mayor with the consent of the Board of Aldermen by resolution according to a slate submitted by the Chairman of the District to the City of Parkville, Missouri's City Clerk (the "City Clerk"). The slate of proposed Successor Directors shall include evidence in a form satisfactory to the City that each Successor Director meets the statutory qualifications to serve as Director pursuant to the CID Act and that owner's representatives are duly authorized to serve as Directors. Upon receipt of a slate of Successor Directors, the City Clerk shall promptly deliver the slate to the Mayor, and the Mayor shall either (i) approve the slate and seek consent of same from Board of Aldermen at the next regular meeting of the Board of Aldermen or (ii) return the slate to the Board with a request for alternates for any or all of the Board positions identified on the slate. Should the Board of Aldermen refuse to consent to the slate submitted to it by the Mayor, it shall request alternatives for any or all Board positions identified on the slate and within ten days of such refusal, the Board shall submit an alternative slate to the Mayor with two alternates for each of the Board positions requested by the Board of Aldermen. Should the Mayor reject and return the slate to the Board, the Board shall within ten days of such refusal submit an alternative slate to the Mayor with two alternates for each of the Board positions requested by the Mayor. After receipt of the alternative slate, the Mayor shall either (i) choose from the alternate(s), approve the slate, and seek consent of the Board of Aldermen at the next regular meeting of the Board of Aldermen, or (ii) reject the alternative slate. In the event the Mayor rejects the alternative slate, Successor Directors shall be appointed by the Mayor with the consent of the Board of Aldermen.

- f. City Directors. At least one Director in office shall be either (i) an elected or appointed official or employee of the City of Parkville or (ii) a member of the public appointed by the Mayor with the consent of the Board of Aldermen to represent the City of Parkville, and shall be designated as an Owner's Representative (a "City Director"). If at the time of submission of a slate of Successor Directors, the term of a City Director is expiring, then such slate shall include the name of the City Director to be appointed, who shall be a person designated by the Mayor with the consent of the Board of Aldermen.
7. Assessed Value. The total assessed value of all real property in the District is five million thirty-four thousand nine hundred fifty-seven dollars (\$5,034,957).
8. Duration of District. The proposed maximum length of time for the existence of the District shall be twenty (20) years from the date of the ordinance approving the petition; provided, however, that the term of the District may be automatically continued for successive ten (10) year terms, without having to submit a new petition, subject to the condition precedent that the Board of Aldermen shall not have adopted a resolution disallowing such continuation prior to the date upon which any successive term would have commenced.
9. Real Property and Business License Taxes. The District will not have the power to impose a real property tax levy or business license taxes.
10. Sales Tax. Qualified voters of the District may be asked to approve a sales tax of up to one percent (1%) ("District Sales Tax"), in accordance with the CID Act, to fund certain improvements within the District and/or to pay the costs of services provided by the District. Additional details about the estimated District Sales Tax are set forth in the Five Year Plan in **Exhibit B** attached to this Petition.
11. Cooperative Agreement. The City shall have the right (but not the obligation) to require that the District enter into a cooperative agreement with the City to address District priorities, reimbursement, District projects, administrative matters, or other matters deemed by the City to be necessary to effectuate the purposes of this Petition, the District and the City.
12. Borrowing Limits. Petitioner does not seek limitations on the borrowing capacity of the District.
13. Revenue Limits. Petitioner does not seek limitations on the revenue generation of the District.
14. Authority Limits. Petitioner does not seek limitations on the authority of the District, except as set forth in this Petition.
15. Revocation of Signatures. THE PETITIONER ACKNOWLEDGES THAT THE SIGNATURE OF THE SIGNER OF THIS PETITION MAY NOT BE WITHDRAWN FROM THIS PETITION LATER THAN SEVEN (7) DAYS AFTER THE FILING

HEREOF WITH THE CITY CLERK.

WHEREFORE, Petitioner respectfully requests that the Board of Aldermen establish the requested 9 Highway Corridor Community Improvement District in accordance with the information set forth in this Petition and that the Mayor appoint and the Board of Aldermen consent to the proposed members for the Board of Directors as set forth in this Petition, and take all other appropriate and necessary action that is consistent with the CID Act to establish the requested district.

EXHIBIT A-1

LEGAL DESCRIPTION AND MAP OF THE DISTRICT

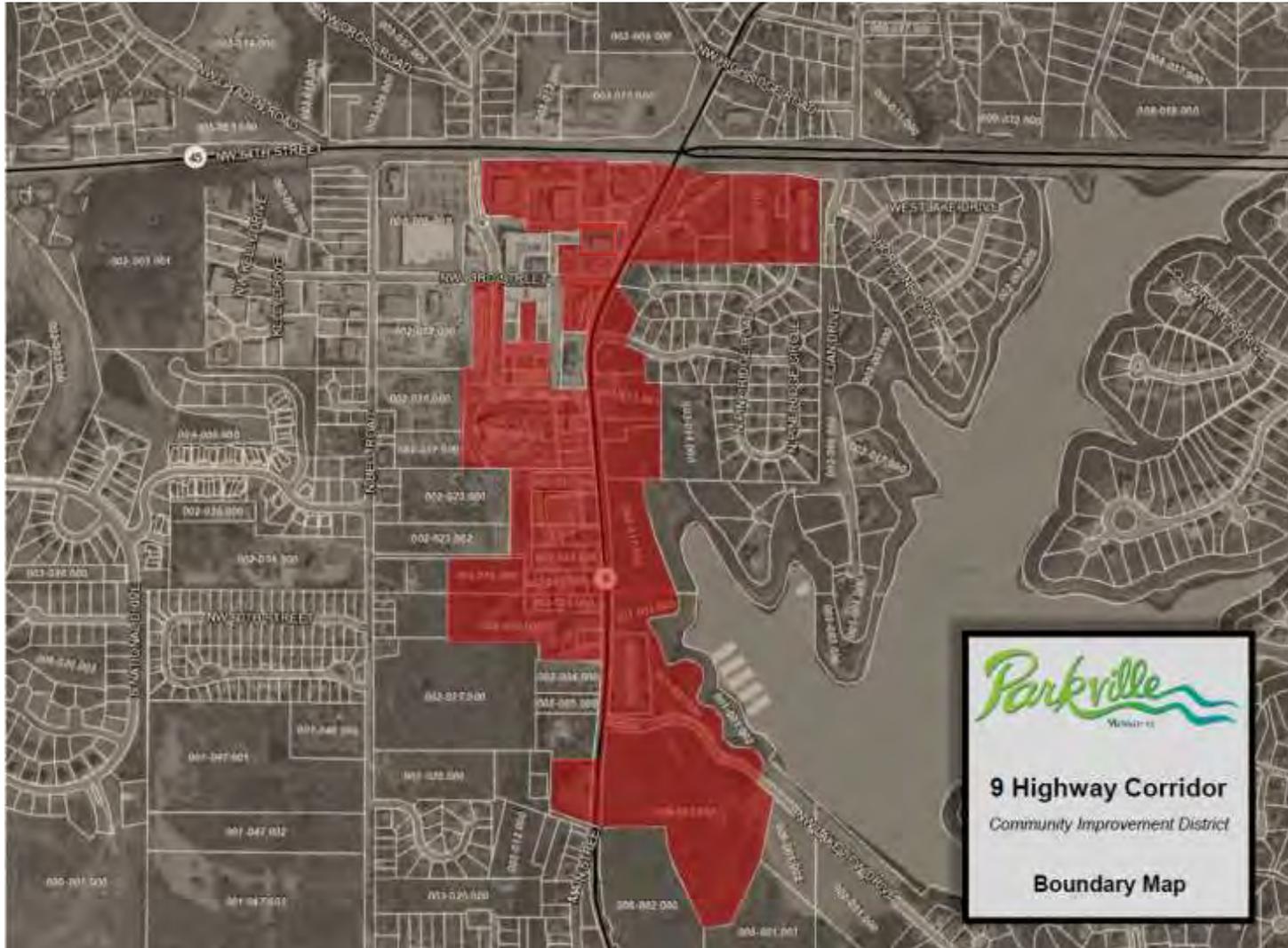


Exhibit A-1

District Legal Description

Beginning at the northwest corner of Parcel 207026100002042000; commencing easterly along the north property line of Parcel 207026100002043000; continuing easterly along the north property line of Parcel 207026100002004000, continuing easterly along the north property line of Parcel 207026100002003000, continuing easterly along the north property line of Parcel 207026100002001000; thence from the northeast corner of Parcel 207026100002001000, southeasterly across public right-of-way Highway 9 to the north property line of Parcel 207026100001003000; continuing easterly along the north property line of Parcel 207026100001002000; continuing easterly along the north property line of Parcel 207026100001001000; thence southerly along the east property line of Parcel 207026100001001000; thence westerly along the south property line of Parcel 207026100001001000; continuing westerly along the south property line of Parcel 207026100001002000; continuing westerly along the south property line of Parcel 207026100001007000; continuing westerly along the south property line of Parcel 207026100001007001; thence southerly along the east boundary line of Highway 9; thence southeasterly along the north property line of Parcel 207026100001008000 to the east corner of said Parcel, thence southerly along the east property line of Parcel 207026100001008000 to the point at which it intersects the north boundary line of public right-of-way NW 62nd Street; thence directly southerly across NW 62nd Street to the north property line of Parcel 207026100003012000; thence easterly to the northeast corner of Parcel 207026100003012000; thence southerly along the east property line of Parcel 207026100003012000; continuing southerly along the east property line of Parcel 207026100003012001, thence easterly to the northeast corner of Parcel 207026100003012001; thence southerly along the east property line of Parcel 207026100003012001; continuing southerly along the east property line of Parcel 207026100003012002; continuing southerly along the east property line of Parcel 207026100003013000; thence westerly to the point at which Parcel 207026100003013000 intersects with the northeast corner of Parcel 207026100003017000; thence southerly along the east property line of Parcel 207026400001001003; continuing southerly along the east property line of Parcel 207026400001001000 to the point at which the southeast corner of Parcel 207026400001001000 intersects the north boundary line of NW Lakeview Drive; thence crossing NW Lakeview Drive and continuing easterly along the south boundary line of NW Lakeview Drive; thence southerly along the east property line of Parcel 207026400006001000; thence westerly along the south property line of Parcel 207026400006001000; thence northerly along the property line of Parcel 207026400006001000, thence westerly along the property line of Parcel 207026400006001000 to the point at which it intersects Highway 9; continuing across Highway 9 to the southeast corner of Parcel 207026400002007000; continuing northwesterly along the south property line of Parcel 207026400002007000; continuing northerly along the west property line of Parcel 207026400002007000; thence easterly along the north property line of Parcel 207026400002007000 to the west boundary line of Highway 9; thence northerly along the west boundary line of Highway 9 to the southeast corner of Parcel 207026400002002000; thence westerly along the south property line of Parcel 207026400002002000; thence northerly along the west property line of Parcel 207026400002002000; thence westerly along the south property line of Parcel 207026400002002000; thence northerly along the west property line of Parcel 207026400002002000; continuing northerly along the west property line of Parcel

207026100002026000; thence easterly along the north property line of Parcel 207026100002026000 to the point at which the southwest corner of Parcel 207026100002023001 is directly north; continuing across to the southwest corner of Parcel 207026100002023001; thence northerly along the west property line of Parcel 207026100002023001 to the point at which it intersects with the south property line of Parcel 207026100002011002; thence westerly along the south property line of Parcel 207026100002011002; continuing westerly along the south property line of Parcel 207026100002011005; thence northerly along the west property line of Parcel 207026100002011005; continuing northerly along the west property line of Parcel 207026100002012001; thence easterly along the property line of Parcel 207026100002012001; thence northerly along the west property line of Parcel 207026100002012001 to the point at which it intersects with the south boundary line of public right-of-way NW 63rd Street; thence easterly along the south boundary line of NW 63rd Street; thence southerly along the west property line of Parcel 207026100007003000; continuing southerly along the west property line of Parcel 207026100007002000; thence easterly along the south property line of Parcel 207026100007002000; thence northerly along the west property line of Parcel 207026100007001000; thence easterly along the north property line of Parcel 207026100007001000; thence southerly along the east property line of Parcel 207026100007001000; thence easterly along the south property line of Parcel 207026100007004000; thence southerly along the east property line of Parcel 207026100007008000; continuing southerly along the east property line of Parcel 207026100007005000; continuing southerly along the east property line of Parcel 207026100005001005 to the point at which it intersects public right-of-way Clark Ave; thence easterly along the north boundary line of Clark Ave. to the southeast corner of Parcel 207026100005001003; thence northerly along the east property line of Parcel 207026100005001003; thence westerly from the northeast corner of Parcel 207026100005001003 along the north property line of Parcel 207026100005001003; thence northerly along the west property line of Parcel 207026100005001001 to the point at which it intersects the south boundary of NW 63rd Street; continuing northwesterly across NW 63rd street to the southwest corner of Parcel 207026100002006014; thence northerly along the west property line of Parcel 207026100002006014; thence easterly along the north property line of Parcel 207026100002006014; continuing easterly along the property line of Parcel 207026100002038000; thence northerly along the west property line of Parcel 207026100002038000; thence westerly along the south property line of Parcel 207026100002040000; thence southerly along the east property line of Parcel 207026100002006001; thence westerly along the south property line of Parcel 207026100002006001; continuing westerly along the south property line of Parcel 207026100002042000; thence westerly along the south property line of Parcel 207026100002042000; thence northerly along the west property line of Parcel 207026100002042000 to the northwest corner of Parcel 207026100002042000, the point of beginning, all now included in and a part of Parkville, Platte County, Missouri.

Parcels (in order of reference)

207026100002042000	207026100002023001
207026100002043000	207026100002011002
207026100002004000	207026100002011005
207026100002003000	207026100002012001
207026100002001000	207026100007003000
207026100001003000	207026100007002000
207026100001002000	207026100007001000
207026100001001000	207026100007004000
207026100001007000	207026100007008000
207026100001007001	207026100007005000
207026100001008000	207026100005001005
207026100003012000	207026100005001003
207026100003012001	207026100005001001
207026100003012002	207026100002006014
207026100003013000	207026100002038000
207026100003017000	207026100002040000
207026400001001003	207026100002006001
207026400001001000	
207026400006001000	
207026400002007000	
207026400002002000	
207026100002026000	

EXHIBIT A-2

Property Owners within District

Owner	Parcel #	Legal Description	Street Address
QuikTrip Corporation	20-7.0-26-100-001-003.000	A TR LAND SEC 26 T 51 R 34 NE 1/4 DAF : BE NE COR NE 1/4 TH W510 FT (S) T	None
Fellowship of Grace	20-7.0-26-100-001-007.000	PARKVILLE MISC BEG AT THE NE COR OF SEC 26 TH S 647' TH W 522' TH N 116' TH W 200' TH S 114' TH E 214' TO POB	None
	20-7.0-26-100-001-002.000	PARKVILLE MISC W 1/2 OF THE NE 1/4 OF THE NE 1/4 OF SEC 26	8501 MO-9 HWY
Platte Valley Bank of Missouri	20-7.0-26-100-001-001.000	PARKVILLE A TR LAND SEC 26 T 51 R 34 NE 1/4 DAF : BE NE COR NE 1/4 TH S150 FT (S)	8401 MO-45 HWY
	20-7.0-26-100-001-002.001	COMMENCING AT THE NE COR OF THE NE 1/4 OF SECTION 26 TH S 170.51' TH NW 188.54' TH S 91' TH SW 81.9' TH S 116.9' TH E 65' TH N 166' TO POB COMMENCING AT THE NE COR OF THE NE 1/4 OF SECTION 26 TH S 170.51' TH NW 188.54' TH S 91' TH SW 81.9' TH S 116.9' TH E 65' TH N 166' TO POB	None
Farley State Bank	20-7.0-26-100-001-007.001	Farley State Bank Lot 1	6309 MO-9 HWY
Kerns, Kenneth C Jr & Sandra Dee	20-7.0-26-100-001-008.000	PARKVILLE MISC A TR DAF : BEG IN NE 1/4 AT NW COR LOT 1 PI CREST TH N 40 DEG W 217.11 FT	None
TA Operating LLC	20-7.0-26-100-002-001.000	PARKVILLE A TR LAND SEC 26 T 51 R 34 NE1/4 DAF : BE NW COR NE 1/4 TH E1373.8 FT TH	6316 MO-9 HWY
Robert V and Helen Rooney	20-7.0-26-100-002-003.000	PARKVILLE A TR LAND SEC 26 T 51 R 34 NE1/4 DAF : BE NE COR NE 1/4 TH W1223.80 FT T	8803 NW MO-45 HWY
Watson's Express Lube LLC	20-7.0-26-100-002-004.000	LEWIN ESTATES LOT 3	8805 NW MO-45 HWY
Bleish Investments LLC	20-7.0-26-100-002-002.000	PARKVILLE A TR LAND SEC 26 T 51 R 34 NE1/4 DAF : BE NW COR NE 1/4 TH E 1375 FT (S)	6300 MO-9 HWY
Gary W & Elizabeth D Simons	20-7.0-26-100-002-006.002	LEWIN ESTATES LOT 6	8700 NW 63RD S
Claude F Smith VII Corporate LLC	20-7.0-26-100-002-006.014	LEWIN ESTATES ALL THAT PART OF LOT 7 BEG IN THE SE COR	8720 NW 63RD ST

Owner	Parcel #	Legal Description	Street Address
RD&H LLC	20-7.0-26-100-005-001.001	PARKVILLE COMMONS 5TH LOT 10	8717 NW 63rd
River North Development	20-7.0-26-100-002-040.000	PARKVILLE COMMONS 2ND-REPLAT PART LOT 5 LEWIN ESTATES TRACT J	None
	20-7.0-26-100-002-039.000	PARKVILLE COMMONS 2ND-REPLAT PART LOT 5 LEWIN ESTATES TRACT I	None
	20-7.0-26-100-002-041.000	PARKVILLE COMMONS 2ND-REPLAT PART LOT 5 LEWIN ESTATES TRACT K	None
	20-7.0-26-100-007-005.000	PARKVILLE COMMONS 8TH PLAT LOT 17	None
	20-7.0-26-100-007-006.000	PARKVILLE COMMONS 8TH PLAT TRACT O	None
	20-7.0-26-100-007-007.000	PARKVILLE COMMONS 8TH PLAT LOT 18	None
	20-7.0-26-100-007-008.000	PARKVILLE COMMONS 8TH PLAT ROW TO BE DEDICATED	None
	20-7.0-26-100-007-001.000	PARKVILLE COMMONS 8TH PLAT TRACT N BLK 7	None
	20-7.0-26-100-005-001.002	PARKVILLE COMMONS 5TH TRACT K	None
	20-7.0-26-100-002-011.000	PARKVILLE MISC PIECE OF LAND ADJACENT TO THE SW COR OF THE INTERSECTION OF HWY 9 & CLARK AVE	None
	20-7.0-26-100-002-043.000	PARKVILLE COMMONS 6TH LOT 4	8807 MO-45 HWY
	City of Parkville	20-7.0-26-100-003-012.000	LAKE POINT PROFESSIONAL CENTRE LOT 3
20-7.0-26-100-005-001.005		PARKVILLE COMMONS 7TH LOT 13	8880 Clark Ave.
20-7.0-26-100-002-011.005		PARKVILLE COMMONS 3RD ALL THAT PART OF THE W SIDE OF LOT 14	
20-7.0-26-100-002-023.001		PARKVILLE MISC ALL THAT PART OF THE SW 1/4 OF THE NE 1/4 OF SEC 26 BEG S 1899', E 793' TO THE POB	
20-7.0-26-100-002-031.000		PARKVILLE MISC A TR LAND SEC 26 T 51 R 34 NE1/4 DAF : BE CNT SEC 26 TH E 915 FT (S) T	6020 N MO-9 HWY
20-7.0-26-100-002-030.003		PARKVILLE ATHLETIC TRAINING COMPLEX ALL THE N 22' OF LOT 2	
20-7.0-26-100-002-030.004		PARKVILLE ATHLETIC TRAINING COMPLEX ALL THE N 22' OF LOT 2	
20-7.0-26-100-002-029.004		PARKVILLE ATHLETIC TRAINING COMPLEX THE W 1/2 OF THE S 1/2 OF LOT 3	

Owner	Parcel #	Legal Description	Street Address
City of Parkville	20-7.0-26-400-002-007.000	PARKVILLE MISC A TR LAND SEC 26 T 51 R 34 SE1/4 DAF : BE AT PT 1085 FT (S) E AND 955 FT	
Mancuso, Paul & Margaret and Gregory & Denise	20-7.0-26-100-005-006.000	PARKVILLE COMMONS 1ST TRACT D	None
	20-7.0-26-100-005-005.000	PARKVILLE COMMONS 1ST TRACT E	None
	20-7.0-26-100-005-004.000	PARKVILLE COMMONS 1ST TRACT F	None
	20-7.0-26-100-005-003.000	PARKVILLE COMMONS 1ST TRACT G	None
	20-7.0-26-100-005-002.000	PARKVILLE COMMONS 1ST ALL OF TRACT H	None
	20-7.0-26-100-002-012.001	PARKVILLE COMMONS 1ST LOT 8	6264 Lewis Dr.
SKG, LLC	20-7.0-26-100-003-012.001	LAKE POINTE PROFESSIONAL CENTRE LOT 2	None
	20-7.0-26-100-003-012.002	IRREGULAR SOUTH .68 ACRES OF LOT 2	None
	20-7.0-26-100-003-013.000	LAKE POINTE PROFESSIONAL CENTRE LOT 1	None
Platte County	20-7.0-26-100-002-011.002	PARKVILLE COMMONS 3RD ALL THAT PART OF LOT 14	8875 Clark Ave.
	20-7.0-26-100-002-032.000	PARKVILLE MISC A TR LAND SEC 26 T 51 R 34 NE 1/4 DAF : BE AT INTERSECT OF HWY 9 AND S	6102 N MO-9 HWY
	20-7.0-26-100-002-033.000	PARKVILLE MISC A TR LAND SEC 26 T 51 R 34 NE1/4 DAF : BE INTERSECT HWY 9 AND S LI NE	6106 N MO-9 HWY
North Point Fellowship Properties LLC	20-7.0-26-100-002-035.000	PARKVILLE A TR LAND SEC 26 T 51 R 34 NE1/4 DAF : BE AT INTERSECT OF HWY 9 AND S	6114 N MO-9 HWY
	20-7.0-26-100-002-011.004	BEG AT THE NE COR OF LOT 14 PARKVILLE COMMONS 3RD TH SE 117.76', TH E 13.02', TH N 44.72', TH W 12.02', TH N 16.72', NW 23.76', TH W 53.72' TO POB	6115 N MO-9 HWY
Marshall Investments LLC	20-7.0-26-100-002-034.000	PARKVILLE A TR LAND SEC 26 T 51 R 34 NE1/4 DAF : BE INTERSECT HWY 9 AND S LI NE	6112 N MO-9 HWY
	20-7.0-26-100-002-011.003	BEG AT THE NE COR OF LOT 14 OF PARKVILLE COMMONS 3RD TH SE 117.76', TH E 13.02', TH S 20.55', TH NW 24.94' TO POB	None
Consolidated Library District #3	20-7.0-26-100-002-006.001	LEWIN ESTATES LOT 4	8815 MO-45 HWY
Don Julian Builders, Inc.	20-7.0-26-100-003-017.000	PARKVILLE MISC A TR LAND SEC 26 T51 R 34 NE 1/4DAF : BEG SE	None
	20-7.0-26-400-001-001.003	PARKVILLE MISC A TRACT OF LAND IN THE SE 1/4 OF SEC 26, LYING N OF CEMETERY	None

Owner	Parcel #	Legal Description	Street Address
Don Julian Builders, Inc.	20-7.0-26-400-001-001.000	PARKVILLE MISC A TRACT OF LAND IN SE 1/4 OF SEC 26, W OF CEMETERY	None
	20-7.0-26-400-006-001.000	TPB AT SE COR OF LT 26 TH W 839 F (S) TO BRIGHTWELLS ADD TH N 489	None
Riss Lake Homeowners Assoc.	20-7.0-26-400-001-001.001	RISS LAKE TRACT A	None
Walnut Grove Cemetery	20-7.0-26-400-001-002.000	PARKVILLE MISC A TR LAND SEC 26 T 51 R 34 SE 1/4 DAF : BE INTERSECT N LI SE 1/4 AND E LI	None
Cole WG Parkville MO LLC	20-7.0-26-100-002-042.000	PARKVILLE COMMONS 6TH LOT 3	6365 Lewis Dr.
Harris, Denver E & Audrey	20-7.0-26-100-002-026.000	PARKVILLE MISC A TR LAND SEC 26 T 51 R 34 NE1/4 DAF: BE CNT SEC 26 TH E 460 FT TO TR	None
	20-7.0-26-400-002-002.000	PARKVILLE A TR LAND SEC 26 T 51 R 34 SE1/4 DAF : BE CNT SEC 26 TH E 460 FT (S) T	1345 MO-9 HWY
	20-7.0-26-400-002-003.000	PARKVILLE A TR LAND SEC 26 T 51 R 34 SE1/4 DAF : BE CNT SEC 26 TH E 1370 FT (S)	1360 MO-9 HWY
Parkville Sod Lawn & Garden	20-7.0-26-400-002-001.000	PARKVILLE A TR LAND SEC 26 T 51 R 34 SE1/4 DAF : BE CNT SEC 26 TH E 920 FT (S) T	5956 MO-9 HWY
	20-7.0-26-100-002-027.001	PARKVILLE MISC A TR LAND SEC 26 T 51 R 34 NE1/4 DAF : BE CNT SEC 26 TH E 1265 FT (S)	6000 MO-9 HWY
	20-7.0-26-100-002-027.000	PARKVILLE A TR LAND SEC 26 T 51 R 34 NE1/4 DAF : BE CNT SEC 26 TH E 915 FT (S) T	6002 MO-9 HWY
Datmab Properties LLC	20-7.0-26-100-002-028.000	PARKVILLE MISC A TR LAND SEC 26 T 51 R 34 NE1/4 DAF : BE CNT SEC 26 TH E 923 FT TH N	6004 MO-9 HWY
Gauthier Enterprises LLC	20-7.0-26-100-002-029.001	PARKVILLE ATHLETIC TRAINING COMPLEX LOT 1	6008 MO-9 HWY
Northland Sports LLC	20-7.0-26-100-002-029.002	PARKVILLE ATHLETIC TRAINING COMPLEX S 1/8 OF LOT 2	6014 MO-9 HWY
	20-7.0-26-100-002-029.003	PARKVILLE ATHLETIC TRAINING COMPLEX ALL OF THE E 1/2 OF THE S 1/2 OF LOT 3	6014 MO-9 HWY
	20-7.0-26-100-002-030.001	PARKVILLE ATHLETIC TRAINING COMPLEX ALL OF LOT 2 EXCEPT THE N 22' AND THE S 21'	6014 MO-9 HWY
	20-7.0-26-100-002-030.002	PARKVILLE ATHLETIC TRAINING COMPLEX ALL THE E 1/2 OF THE N 1/2 OF LOT 3 EXCEPT THE N 30' AND THE W 70'	6014 MO-9 HWY
J.B. Wines & Spirits II LLC	20-7.0-26-100-002-038.000	PARKVILLE COMMONS 2ND –REPLAT PART LOT 5 LEWIN ESTATES LOT 7	6298 MO-9 HWY

EXHIBIT B

TO THE PETITION FOR ESTABLISHMENT

OF

9 HIGHWAY CORRIDOR

COMMUNITY IMPROVEMENT DISTRICT

CITY OF PARKVILLE, MISSOURI

DISTRICT MANAGEMENT PLAN

The information and details outlined in the following pages represent the anticipated strategies, activities and improvements during the initial five-year duration of a Community Improvement District in the City of Parkville, Missouri. It is an integral and composite part of the petition to establish 9 Highway Corridor Community Improvement District.

Introduction

The 9 Highway Corridor Community Improvement District (the “**District**”) is created pursuant to Section 67.1401 through 67.1571 of the Revised Statutes of Missouri (the “**CID Act**”). Section 67.1421, RSMo, requires that the petition for the creation of the District be accompanied by a five-year plan which includes a description of the purposes of the proposed district, the improvements it will make and an estimate of the costs of these improvements to be incurred. This Five-Year District Management Plan (the “**Plan**”) is designed to comply with this statutory requirement, and is appended to the Petition for Formation of the District.

Section 1

Why Create a Community Improvement District?

The District is proposed to provide funding for the Improvements and Services (as those terms are defined below). The District may incur obligations, which may include the issuance of bonds, the proceeds of which would be used to fund or reimburse all or a certain portion of the costs associated with construction of the Improvements and provision of the Services. The District will impose a sales tax on retail properties within the District. The revenues from the sales tax will be used to repay the District’s obligations. If bonds are issued by the District, the bonds will not be a financial obligation of the City of Parkville, Missouri.

Section 2

What is a Community Improvement District?

A community improvement district (“CID”) is an entity that is separate from the City of Parkville (the “City”) and is formed by the adoption of an ordinance by the City’s Board of Aldermen following a public hearing before the Board of Aldermen regarding formation of the District. A CID may take the form of a political subdivision of the State of Missouri, or a nonprofit corporation that is formed and operated under Missouri corporation laws. CIDs are empowered to provide a variety of services and to finance a number of different types of improvements. CIDs derive their revenue from taxes levied within the boundaries of the CID. Such revenues are then used for the benefit of the properties within the CID. A CID is operated and managed by a board of directors, whose members may be appointed or elected. Board members serve for a designated period of time, and the Board positions are again elected or appointed at the expiration of each term.

Section 3

Management Plan Summary

This Plan is proposed to improve and convey special benefits to properties located within the boundaries of the District by providing assistance in the construction of certain Improvements and provision of certain Services. The District in this case will take the form of a

separate political subdivision of the State of Missouri, which will be governed by a Board of Directors that will consist of five members.

District Formation:

CID formation requires submission of signed petitions from a group of property owners:

- collectively owning more than fifty percent (50%) by assessed value of the real property within the District, and
- representing more than fifty percent (50%) per capita of all owners of real property within the District.

The Petition to which this Plan is attached meets these signature requirements.

Location:

The Project is located generally at the southeast corner of Missouri 9 Highway and Missouri 45 Highway in Parkville, Missouri. The District will cover approximately 89.22 acres of land, and is represented on the map included as **Exhibit 1** of this Plan.

Assessed Value of District:

The total assessed value of the properties within the District on the date of the Petition is \$5,034,957.00.

Anticipated Initial Improvements:

The District will assist in the funding of the construction of certain improvements which generally include public improvements along Missouri 9 Highway and Missouri 45 Highway (the "Improvements"). Anticipated Improvements to be carried out during the first five years of the District may include roadway and related infrastructure improvements to 9 Highway from 45 Highway to Lakeview Drive as identified in the Route 9 Corridor Study Report adopted by the Board of Aldermen on January 5, 2016. The District will not be responsible for payment of the total cost of these initial Improvements, but the District will be expected to contribute to payment of a portion of such costs. At the time of the preparation of this Plan, the District's anticipated contribution to the cost of the initial Improvements is not known. The initial Improvements and the estimated cost of such Improvements are as follows:

ANTICIPATED IMPROVEMENT	PRELIMINARY ESTIMATED COST
9 Highway Improvements- Segment 2: 62 nd Street to Parkville Athletic Complex – upgrades include curb and gutter; storm sewer; 5 ft sidewalk on the western side of 9 Highway; 10 ft trail on the eastern side of 9 Highway; traffic signal at Clark Avenue; pedestrian crossing at Clark Avenue.	\$768,994
9 Highway Improvements- Segment 3: Parkville Athletic Complex to Lakeview Drive – upgrades include curb and gutter; storm sewer; 5 ft sidewalk on the western side of 9 Highway; 10 ft trail on the eastern side of 9 Highway; retaining wall with fences; parking improvements.	\$1,946,306
9 Highway Improvements- Segment 1: 45 Highway to 62 nd Street – upgrades include curb and gutter; storm sewer; 5 ft sidewalk on the western side of 9 Highway; 10 ft trail on the eastern side of 9 Highway; retaining wall with fence.	\$768,316
<i>Total Estimated Cost of Initial Improvements</i>	\$3,483,616

The particular items included within the Improvements may be increased or amended from time to time and the costs of the Improvements to be financed by the District shall include all associated design, architecture, engineering, financing, private interest carry, legal and administrative costs of same. The District may also provide funding for the District’s formation and its ongoing operation and administration costs on an annual basis.

District Services:

The District may also fund the provision of services within its boundaries for the benefit of the owner and tenants of the District (the “Services”), which may include: operating, maintaining, installing, equipping, repairing and protecting the common areas within the District, including, without limitation (a) operating, installing, maintaining and repairing the common driveways and access roads, sidewalks, curbs, signs, streetlights, landscaping and parking areas; (b) causing the necessary engineering and planning performed in connection with the Services; (c) streetscaping, gardening and landscaping (including but not limited to purchasing, installing and maintaining trees, shrubs, flowers and other vegetation, maintaining pots and planters, planting and replacing trees located along or adjacent to public rights-of-way and private drives, installing and maintaining lighting, public art, mowing, seeding and fertilizing grass and other vegetation); (d) maintaining and repairing irrigation systems and fire protection systems; (e) maintaining and repairing sanitary and storm sewers; (f) repairing, lighting, restriping, resurfacing and replacing the parking lots; (g) providing or contracting for the provision of cleaning and maintenance services for exterior common areas in order to improve the appearance and image of the District, including but not necessarily limited to litter removal, purchase and maintenance of trash receptacles, cleaning and sweeping of sidewalks, streets, parking areas, private drives, and gutters; (h) snow and ice removal; (i) trash, garbage, and other refuse removal; (j) repair and maintenance of directional and pylon signs; (k) the cost of non-administrative personnel (including, without limitation, workers compensation insurance) to implement such services; (l) employing or contracting for the provision of personnel to assist landowners, occupants, and users to improve security and safety conditions within the District, including but not limited to addressing public safety concerns, identifying and reporting public nuisances, and (if deemed advisable by the District) conducting security patrols; and (m) hiring

or contracting for personnel to staff and provide services to the District. Notwithstanding anything contained herein to the contrary, unless otherwise consented to by the Board of Aldermen, the Services shall be limited to Services provided within public improvements or on public property.

Formation Costs:

It is anticipated that all costs, including attorneys' fees and engineering, architectural and consulting fees, associated with formation of the District, including, but not limited to, the preparation of the CID Petition, the negotiation and drafting of any agreements entered into upon formation of the District in furtherance of the District's purposes, the establishment of the District boundaries, organization of District property owners, and the initial implementation of the District ("Formation Costs") will be reimbursed to the advancing party, or paid directly, from funds generated by the District.

Method of Financing:

It is anticipated that the District may issue bonds or incur other obligations, as defined in Section 67.1401.2(10) of the Revised Statutes of Missouri, to pay for the Improvements. The District will impose a sales tax on all retail sales made in the District which are subject to taxation pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri, except the sale of motor vehicles, trailers, boats or outboard motors and sales to public utilities, all as allowed by Sections 67.1461 and 67.1545 of the Revised Statutes of Missouri (the "District Sales Tax"). The revenue collected from the District Sales Tax will be used to pay costs of construction of the Improvements, District Services, and the payment of administrative costs of the District.

Cost:

The total estimated cost of the Improvements and the estimated annual cost of administering and operating the District is not currently known. The preliminary cost of initial Improvements anticipated to be undertaken within the District in the first five years of the District's formation are anticipated to cost between \$3,000,000 and \$3,500,000. The District will not be responsible for payment of all of such cost; the District shall contribute to payment of a portion of such costs. At the time of preparation of this Plan, the amount of the District's contributions to such costs are not known.

City Services:

The CID Act mandates that existing City services will continue to be provided within a CID at the same level as before the District was created (unless services are decreased throughout the City) and that District services shall be in addition to existing City services. The District anticipates that City services will continue to be provided within the District at the same level as before the District was created, and the District will not cause the level of City services within the District to diminish.

Duration:

The District will operate for a maximum term of twenty (20) years beginning 2016. The term of the District may be automatically continued for successive ten (10) year terms, without having to submit a new petition, subject to the condition precedent that the Board of Aldermen shall not have adopted a resolution disallowing such continuation prior to the date upon which any successive term would have commenced. No plan for distribution of assets on dissolution may be approved unless the title to assets of the District are to be owned by the State of Missouri or a political subdivision of the State of Missouri.

Governance:

The District's budgets and policies may be refined annually by the District's Board of Directors. The District will enter into a contract with the City to coordinate construction, maintenance and financing activities of the District. Budgets and reports will be submitted annually to the City for review and comment. The District will operate at all times in accordance with the District Rules and Regulations (Section 7) and the Bylaws of the District.

Section 4

District Boundaries

Approximately 89.22 acres have been identified for the District. The map of the District is attached as **Exhibit 1** to the Plan. At such time as directed by the City, the District will cause the District boundaries to be amended such that the real property that is, or will become, necessary for road improvements funded by the District will be added to the District area.

Section 5

Facilities and Services to Be Provided

As summarized above, during the first five years, the District will be used as a mechanism to finance the cost of constructing the Improvements and providing the Services. The District will also provide for its operating costs, including administrative and legal services.

Section 6

Governing the Community Improvement District

Board of Aldermen

Following the submission of the Petition, the Board of Aldermen will conduct a public hearing and then consider an ordinance to create the District.

Board of Directors for CID:

CID budgets and policies may be refined annually by the District's Board of Directors. Annual budgets will be submitted annually to the City of Parkville for review and comment.

Contract with the City:

The District may enter into a contract with the City of Parkville regarding the operation of the District, the imposition and collection of the District Sales Tax and any other relevant aspects of the overall financing for the Improvements, Services, and administration and operation of the District. Pursuant to Section 67.1461.3, RSMo, the contract between the District and the City may also provide for the annual reimbursement to the City for the reasonable and actual expenses incurred by the City to establish the District and review annual budgets and reports of the District which are required to be submitted to the City.

Section 7

District Rules and Regulations

1. The District shall operate at all times in accordance with Bylaws that shall be adopted by the Board of Directors. The initial Bylaws to be adopted by the Board of Directors shall be in substantially the same form as the Bylaws attached to this Plan as **Exhibit 2**. At all times, the District shall conduct its proceedings in accordance with Robert's Rules of Order, except as otherwise provided in the Bylaws.

2. The District will meet on an annual or more frequent basis. The District shall hold meetings when so requested by the City.

3. The District will annually prepare a budget, and an annual report describing the major activities of the District during the preceding year and upcoming year. The Budget and Report shall be submitted to the City Finance Director or City Administrator for review and comment no earlier than 180 days and no later than 90 days prior to the first day of each fiscal year.

EXHIBIT 1
MAP OF DISTRICT

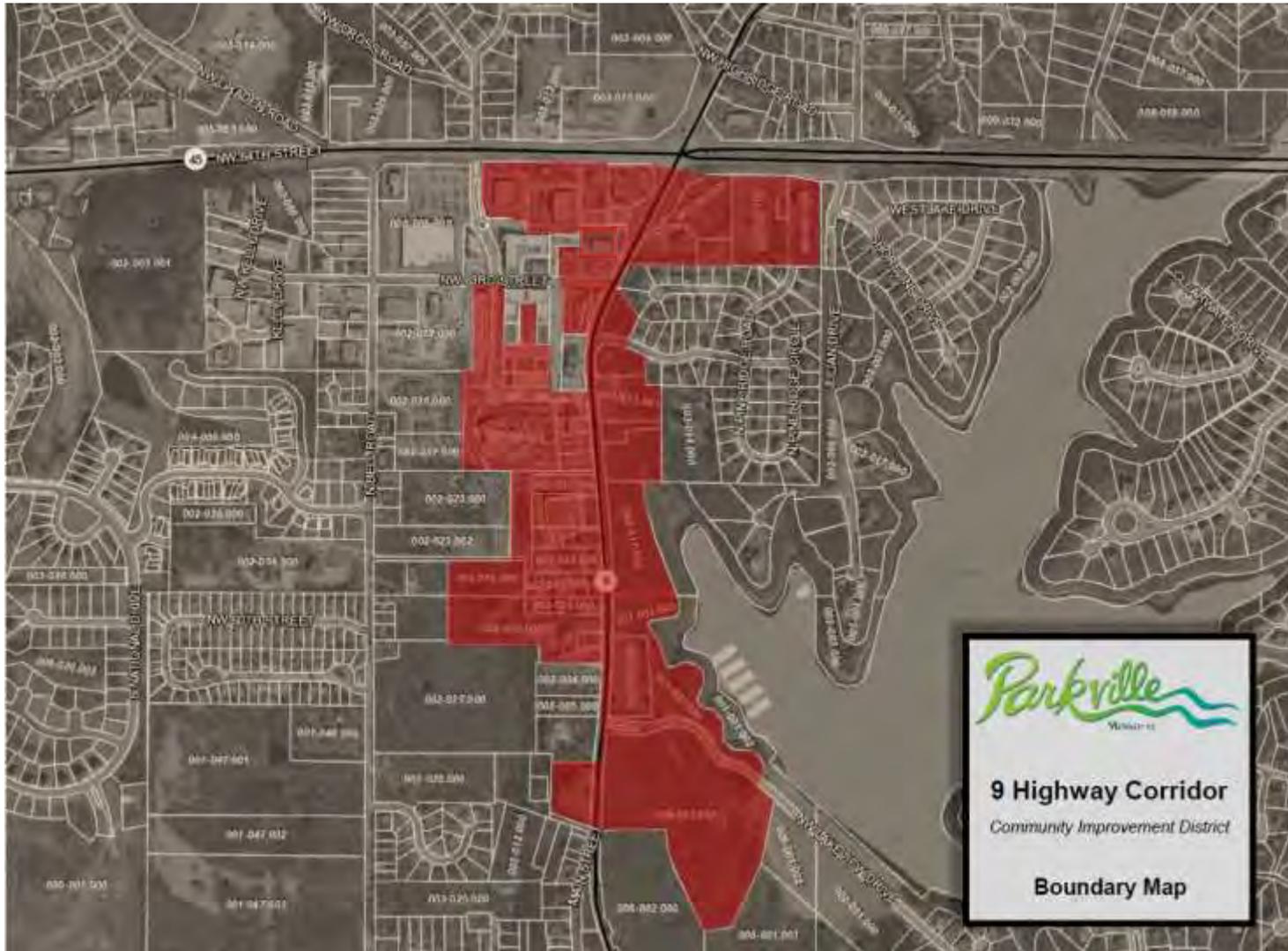


EXHIBIT 2
BYLAWS
OF THE
9 HIGHWAY CORRIDOR
COMMUNITY IMPROVEMENT DISTRICT

ARTICLE I
OFFICES, RECORDS, SEAL

(A) **Principal Office.** The principal office of the 9 Highway Corridor Community Improvement District (the "District") shall be located at such place as may from time to time be designated by the Board of Directors.

(B) **Records.** The District shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Board of Directors and each committee of the Board of Directors. The District shall keep at its principal office a record of the name and place of residence of each director and each officer.

(C) **Seal.** The District shall not have a corporate seal unless it is otherwise required by law to obtain or use such a seal.

ARTICLE II
PURPOSES

The purposes of the District shall be to provide those services and improvements set forth in the petition for creation of the District and the Five Year Management Plan, and for all other lawful purposes that may be authorized by the Board of Directors and allowed by Section 67.1461 of the Revised Statutes of Missouri.

ARTICLE III
BOARD OF DIRECTORS

1. Powers of Board of Directors. The Board of Directors shall have and is vested with all powers and authorities granted by Section 67.1401 through 67.1571, RSMo, except as it may be expressly limited by law or these Bylaws, to supervise, control, direct and manage the property, affairs and activities of the District, to determine the policies of the District, to do or cause to be done any and all lawful things for and on behalf of the District, to exercise or cause to be exercised any or all of its powers, privileges or franchises, and to seek the effectuation of its objects and purposes.

2. Official Actions. In accordance with Section 67.1451, RSMo, all official acts of the Board of Directors shall be by written resolution approved by the Board.

3. Number of Directors; Qualifications. The number of directors of the District to constitute the Board of Directors shall be five (5), whose names and initial terms of office were stated in the Petition for the Establishment of the District (the “**Petition**”). The number of directors may not be increased or decreased. Each director shall be at least eighteen (18) years of age and a property owner, or representative of an owner of property located within the boundaries of the District; or the owner or a representative of the owner of a business operating within the boundaries of the District.

4. Commencement of Term of Office of Directors. A director shall not be deemed to have commenced his or her term of office or to have any of the powers or responsibilities of a director (i) unless such director is qualified to act as such, and (ii) until the time such director accepts the office of director either by a written acceptance or by participating in the affairs of the District at a meeting of the Board of Directors or otherwise.

5. Successor Directors. In all cases the Mayor of the City shall appoint successor directors, subject to the consent of the Board of Aldermen as set forth in the Petition. Successor Directors appointed pursuant to this section shall serve for a term of four years, or in the case of a replacement of a Director, the Successor Director shall serve the remainder of the unexpired term of the Director who has been replaced. Each Successor Director shall submit to the Mayor evidence satisfactory to City that he or she meets the statutory qualifications to serve as a Director; such evidence may include one or more of the following: a Missouri driver's license or other state-issued identification; an affidavit stating qualifications; proof of residence; evidence that an owner's representative is duly authorized by the property owner of record to serve as Director; or other evidence the City may reasonably require.

6. Removal for Cause. In accordance with Section 67.1451.7, RSMo, any director may be removed for cause by a two-thirds affirmative vote of the Directors of the Board (four Directors). Written notice of the proposed removal shall be given to all directors prior to action thereon.

7. Resignation. Any director may resign from the Board of Directors. Such resignation shall be in writing addressed to the Secretary of the District and shall be effective immediately or upon its acceptance by the Board of Directors as such resignation may provide.

8. Vacancy. In accordance with Section 67.1451.4, RSMo, in the event of a vacancy on the Board of Directors, such vacancy shall be filled in accordance with the provisions for selecting Successor Directors set forth in the Petition.

9. Compensation of Directors. No director shall receive compensation from the District for any service such director may render to it as a director. A director may be reimbursed for his or her actual expenses reasonably incurred in and about such director's performance of his or her duties as a director.

10. Committees. The Board of Directors shall have no authority to appoint an executive committee or any other committee having the authority of the Board of Directors. The

Board of Directors may create and appoint any committees it deems necessary and advisable to conduct studies and reviews and provide advice and recommendations to the Board of Directors.

ARTICLE IV **MEETINGS AND PROCEDURES**

1. Procedural Rules. All meetings and proceedings of the District shall be in accordance with Robert's Rules of Order except as otherwise directed by these Bylaws.

2. Place. Meetings of the Board of Directors of the District shall be held at the principal office of the District, as designated by the Board of Directors, or at any other place as may be determined from time to time by the Board of Directors.

3. Notice of Meetings. Meetings may be called by the Chairman, the Vice Chairman or the Secretary or by a majority of the Board of Directors by notice duly signed by the officer or directors calling the same and given in the manner hereinafter provided. Written notice stating the time, date, place and tentative agenda of a meeting shall be delivered to each director not less than twenty four (24) hours before the time of the meeting, either personally, by mail, electronic mail, or by facsimile. If mailed, such notice shall be deemed to be delivered three days after depositing such notice in the United States mail addressed to the director at such director's address as it appears on the records of the District, with postage thereon prepaid.

4. Waiver of Notice. Any notice provided or required to be given to the directors may be waived in writing by any of them whether before or after the time stated therein. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting except where the director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

5. Quorum. The presence of a majority of the Board of Directors shall be requisite for and shall constitute a quorum for the transaction of business at all meetings. Vacant positions are not counted in determining a majority of the Board of Directors. In accordance with Robert's Rules of Order, the acts of a majority of the Directors who are present at a meeting at which a quorum is present and who are actually voting, shall be valid as the act of the Board of Directors except in those specific instances in which a larger vote may be required according to Robert's Rules of Order, by law or these Bylaws. If any Director(s) abstains from voting on a given action of the Board of Directors, such abstaining Director(s) shall remain present at the meeting and shall continue to be included in the count of present Directors for purposes of constituting a quorum.

6. Adjournment. Whether or not a quorum shall be present at any such meeting, the directors present shall have power to adjourn the meeting, without notice other than announcement at the meeting, to a specified date. At any such adjourned meeting at which a quorum shall be present, any business may be transacted that could have been transacted at the original session of the meeting.

7. Voting. Each director present at any meeting shall be entitled to cast one vote on each matter coming before such meeting for decision. If a roll call is taken, all votes shall be

recorded so as to attribute each “aye” and “nay” vote, or abstinence if not voting, to the name of the respective director.

8. Official Actions. In accordance with Section 67.1451.8, RSMo, all official acts of the Board of Directors shall be by written resolution approved by the Board.

9. Meeting by Conference Telephone. Members of the Board of Directors may participate in a meeting of the Board of Directors by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting. Notice for such meetings shall designate a place where members of the public may hear the conference call for purposes of complying with Chapter 610 of the Revised Statutes of Missouri, as amended (the “**Sunshine Law**”).

10. Compliance with State Sunshine Law. The District is a “public governmental body” pursuant to the Sunshine Law; therefore, notwithstanding any other provision of these Bylaws and in addition to any requirements of these Bylaws, the District shall give notice of and conduct all meetings of the Board of Directors in accordance with the Sunshine Law.

11. Conflict of Interest. No officer, agent or employee of the District shall have or shall require any interest, direct or indirect, in any project which the District is promoting, or in any contract or proposed contract for materials or services in any lease, mortgage, sale, or contract or any nature whatsoever relating to any such project or the District without forthwith making written disclosure to the District of the nature and extent of his interest, and such disclosure shall be entered in writing upon the minute book of the District. An officer, agent, or employee of the District shall abstain from any action for which such conflict of interest exists. Any officer, employee, or agent of the District should avoid the appearance of impropriety by refraining from engaging in conduct that appears to make their decisions influenced by other District officials rather than being arrived at independently. To the extent practical, officers, agents, and employees should avoid the following actions toward other officers, agents, and employees of the District: nepotism, hiring or retaining, rendering financial assistance, providing a gift beyond a nominal value, or engaging in any activity wherein the general public would believe the relationship would have the effect of influencing any decision being made. If it is impractical to avoid the preceding actions, written disclosure should be made to the District of the nature and extent of the conflict of interest, and such disclosure shall be entered in writing upon the minute book of the District and reported to the City Clerk of the City of Parkville. It is important to note that the appearance of fairness and impartiality is as important as actual fairness and impartiality.

ARTICLE V **OFFICERS**

1. General. The officers of the District shall be a Chairman, a Secretary, a Treasurer and such other officers as the Board of Directors may appoint. The officers shall be appointed from among the members of the Board of Directors and shall, at all times while holding such offices, be members of the Board of Directors. One Director may hold two or more offices.

2. Election and Terms of Office. Initially, the officers shall be appointed by the Board of Directors named in these Bylaws at the first meeting of that body, to serve until the first annual meeting of the Board of Directors and until their successors are duly elected and qualified.

At the first and each subsequent annual meeting of the Board of Directors, the Board of Directors shall appoint officers to serve until the next annual meeting of the Board of Directors and until their successors are duly appointed and qualified.

An officer shall be deemed qualified when such officer enters upon the duties of the office to which such officer has been appointed and furnishes any bond required by the Board of Directors or these Bylaws; but the Board of Directors may also require of such person a written acceptance and promise faithfully to discharge the duties of such office.

The term of office of each officer of the District shall terminate at the annual meeting of the Board of Directors next succeeding his or her appointment and at which any officer of the District is appointed unless the Board of Directors provides otherwise at the time of his or her appointment.

3. Removal. If for any reason any officer who is also a member of the Board of Directors ceases to be a member, then such officer shall be deemed automatically removed from office in the District.

4. Compensation of Officers. No officer who is also a member of the Board of Directors shall receive any salary or compensation from the District for any services such officer may render to it as an officer. Salaries and compensation of all other officers, agents and employees of the District, if any, may be fixed, increased or decreased by the Board of Directors, but until action is taken with respect thereto by the Board of Directors, the same may be fixed, increased or decreased by the Chairman, or such other officer or officers as may be empowered by the Board of Directors to do so; provided, however, that no person may fix, increase or decrease his or her own salary or compensation. Each officer may be reimbursed for such officer's actual expenses if they are reasonable and incurred in connection with the purposes and activities of the District.

5. Vacancies. Vacancies caused by the death, resignation, incapacity, removal or disqualification of an officer of the District shall be filled by the Board of Directors at any annual or other regular meeting or at any special meeting called for that purpose, and such person or persons so elected to fill any such vacancy shall serve at the pleasure of the Board of Directors until the next annual meeting of the Board of Directors, and until such officer's successor is duly elected and qualified.

6. The Chairman. The Chairman shall be the chief executive officer of the District, shall have such general executive powers and duties of supervision and management as are usually vested in the office of the chief executive officer of a District, and shall carry into effect all directions and resolutions of the Board of Directors. The Chairman shall be one of the City

Directors (as defined in the Petition). The Chairman shall preside at all meetings of the Board of Directors at which he or she may be present.

The Chairman may execute all bonds, notes, debentures, mortgages, and other contracts requiring a seal, under any seal of the District and may cause the seal to be affixed thereto, and all other instruments for and in the name of the District.

The Chairman shall have the right to attend any meeting of any committee of the Board of Directors and to express his or her opinion and make reports at such meeting; provided, however, that unless the Chairman shall be specifically appointed to any committee, the Chairman shall not be considered to be a committee member or have the right to vote or be counted for the purpose of determining a quorum at any such meeting.

The Chairman shall have such other duties, powers and authority as may be prescribed elsewhere in these Bylaws or by the Board of Directors.

7. The Secretary. The Secretary shall attend the meetings of the Board of Directors and shall record or cause to be recorded all votes taken and the minutes of all proceedings in the minute book of the District to be kept for that purpose. The Secretary shall perform like duties for any committee established pursuant to these Bylaws when requested by such committee to do so. The Secretary shall be the custodian of all the books, papers and records of the District and shall, at such reasonable times as may be requested, permit an inspection of such books, papers and records by any director of the District. The Secretary shall upon reasonable demand furnish a full, true and correct copy of any book, paper or record in his or her possession. The Secretary shall be the administrative and clerical officer of the District under the supervision of the Chairman and the Board of Directors.

If the District has a seal, the Secretary shall keep in safe custody the seal of the District and when authorized to do so shall affix the same to any instrument requiring the seal, and when so affixed, the Secretary shall attest the same by his or her signature.

The Secretary shall have the general duties, powers and responsibilities of a secretary of a district and shall have such other or further duties or authority as may be prescribed elsewhere in these Bylaws or from time to time by the Board of Directors.

8. Treasurer. The Treasurer shall have supervision and custody of all moneys, funds and credits of the District and shall cause to be kept full and accurate accounts of the receipts and disbursements of the District in books belonging to it. The Treasurer shall keep or cause to be kept all other books of account and accounting records of the District as shall be necessary, and shall cause all moneys and credits to be deposited in the name and to the credit of the District in such accounts and depositories as may be designated by the Board of Directors. The Treasurer shall disburse or supervise the disbursement of funds of the District in accordance with the authority granted by the Board of Directors, taking proper vouchers therefor. The Treasurer shall be relieved of all responsibility for any moneys or other valuable property or the disbursement thereof committed by the Board of Directors to the custody of any other person or district, or the supervision of which is delegated by the Board of Directors to any other officer, agent or employee.

The Treasurer shall render to the Chairman or the Board of Directors, whenever requested by them, an account of all transactions as Treasurer and of those under the Treasurer's jurisdiction and the financial condition of the District.

The Treasurer shall have the general duties, powers and responsibilities of a treasurer of a district, shall be the chief financial, accounting and budget officer of the District and shall have and perform such other duties, responsibilities and authorities as may be prescribed from time to time by the Board of Directors.

9. Other Agents. The Board of Directors from time to time may also appoint such other agents for the District as it shall deem necessary or advisable, each of whom shall serve at the pleasure of the Board of Directors or for such period as the Board of Directors may specify, and shall exercise such powers, have such titles and perform such duties as shall be determined from time to time by the Board of Directors or by an officer empowered by the Board of Directors to make such determinations.

ARTICLE VI **GENERAL PROVISIONS**

1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the District. All contracts shall be approved by written resolution of the Board of Directors.

2. Depositories and Checks. The moneys of the District shall be deposited in such manner as the Board of Directors shall direct in such banks or trust companies as the Board of Directors may designate and shall be drawn out by checks or drafts signed in such manner as may be provided by resolution adopted by the Board of Directors.

3. Bonds. The Board of Directors may require that any officer or employee handling money of the District be bonded at the District's expense, in such amounts as may be determined by the Board of Directors.

4. Custodian of Securities. The Board of Directors may from time to time appoint one or more banks or trust companies to act for reasonable compensation as custodian of all securities and other valuables owned by the District, and to exercise in respect thereof such powers as may be conferred by resolution of the Board of Directors. The Board of Directors may remove any such custodian at any time.

5. Fiscal Year. The fiscal year of the District shall be the same as the fiscal year of the City of Parkville, in accordance with the CID Act; which fiscal year at the time of the establishment of the District is January 1st through December 31st of each year.

6. Certain Loans Prohibited. The District shall not make any loan to any officer or director of the District. No loans shall be contracted on behalf of the District and no evidence of any financial obligation shall be issued in its name unless authorized by resolutions of the Board of Directors of the District.

7. Indemnification and Liability of Directors and Officers. Each person who is or was a director or officer of the District (including the heirs, executors, administrators and estate of such person) shall be indemnified by the District as of right to the full extent permitted or authorized by the laws of Missouri, as now in effect and as hereafter amended, against any liability, judgment, fine, amount paid in settlement, cost and expense (including attorneys' fees) asserted or threatened against or incurred by such person in such person's capacity as or arising out of such person's status as a director or officer of the District. The indemnification provided by this Bylaw provision shall not be exclusive of any other rights to which those indemnified may be entitled under any other bylaw provision or under any agreement, vote of disinterested directors or otherwise, and shall not limit in any way any right which the District may have to make different or further indemnifications with respect to the same or different persons or classes of persons.

No person shall be liable to the District for any loss, damage, liability or expense suffered by it on account of any action taken or omitted to be taken by such person as a director or officer of the District if such person (i) exercised the same degree of care and skill as a prudent person would have exercised under the circumstances in the conduct of his or her own affairs, or (ii) took or omitted to take such action in reliance upon advice of counsel for the District, or upon statements made or information furnished by directors, officers, employees or agents of the District which such person had no reasonable grounds to disbelieve.

8. Absence of Personal Liability. The directors and officers of the District are not individually or personally liable for the debts, liabilities or obligations of the District.

9. Budgets and Annual Reports. The District will annually prepare a budget, and an annual report describing the major activities of the District during the preceding year and upcoming year. A proposed budget shall be submitted by the Chairman to the City Finance Director or City Administrator for review and comment no earlier than one hundred eighty (180) days and no later than ninety (90) days prior to the first day of each fiscal year. Not later than thirty days prior to the first day of each fiscal year, the Board of Directors shall hold an annual meeting and adopt an annual budget for the District for the ensuing budget year, for every fund of the District of any kind, in such a manner as may be provided by law. If the Board fails to adopt a budget by the first day of a fiscal year, the District shall be deemed to have adopted a budget for such fiscal year which provides for application of the District's sales tax revenues collected in such fiscal year in accordance with the budget for the prior fiscal year. In accordance with Section 67.1471.4 RSMo, the Chairman of the District shall submit an annual report of the District to the City Clerk and the Missouri Department of Economic Development no later than 120 days after the end of each fiscal year. The report shall state the services provided, revenues collected and expenditures made by the District during such fiscal year, and copies of written resolutions approved by the Board of Directors during the fiscal year.

ARTICLE VII **AMENDMENTS**

The Board of Directors of the District shall have the power to make, alter, amend and repeal the Bylaws of the District and to adopt new Bylaws, which power may be exercised by a

vote of a majority of the members of the full Board of Directors. The District shall keep at its principal office a copy of the Bylaws, as amended, which shall be open to inspection by any member of the Board of Directors at all reasonable times during office hours.

CERTIFICATE TO BYLAWS

The foregoing Bylaws were duly adopted as and for the Bylaws of the 9 Highway Corridor Community Improvement District by the Board of Directors of said District at its first meeting held on _____, 2016.

	<hr/> <p>Secretary of the Board of Directors</p>
--	--

CERTIFICATION OF CITY CLERK

I HEREBY CERTIFY that I am the City Clerk for the City of Parkville, Missouri and the keeper of the records of said municipality and that the following is true and correct:

The Petition for the 9 Highway Corridor Community Improvement District was filed in the office of the City Clerk of the City of Parkville, Missouri on 10th day of November 2016.

I reviewed the petition and determined on November 10, 2016, which does not exceed ninety days after receipt of the Petition, that the Petition substantially complies with the requirements of Section 67.1421.2 of the Revised Statutes of Missouri (the "CID Act").



Melissa McChesney

City Clerk Melissa McChesney
City of Parkville, MO

**COMMUNITY IMPROVEMENT DISTRICT
COOPERATIVE AGREEMENT**

THIS COMMUNITY IMPROVEMENT DISTRICT COOPERATIVE AGREEMENT ("Agreement") entered into as of this ___ day of _____, 201_, by and between the CITY OF PARKVILLE, MISSOURI (the "City"), and the 9 HIGHWAY CORRIDOR COMMUNITY IMPROVEMENT DISTRICT, a community improvement district and political subdivision of the State of Missouri ("District").

WITNESSETH:

WHEREAS, the Board of Aldermen of the City, did on December __, 2016, pass Ordinance No. _____, which approved the District, as more specifically defined in the Petition to Establish the 9 Highway Community Improvement District (the "Petition"); and

WHEREAS, the City and the District desire to enter into an agreement regarding the projects to be carried out with revenues from the District and for reviewing the District's annual budget and other annual reports required to be filed with the City; and

WHEREAS, the District is required to have a fiscal year for purposes of maintaining financial records, which pursuant to law must be the same as the fiscal year of the City, which runs from January 1 through December 31 of each year (the "Fiscal Year"); and

WHEREAS, the City is authorized in accordance with the provisions of the "Missouri Community Improvement District Act", Sections 67.1401, et seq. RSMo, as amended (the "CID Act"), to review the District's annual budget;

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants, herein contained, the Parties agree as follows:

ARTICLE 1: REPRESENTATIONS

Section 1.1. Representations by the District.

The District represents that:

A. The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.

B. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the

terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreements to which the District is a party.

D. There is no litigation or proceeding pending or threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

E. Construction of the District Project (hereinafter defined) is of significant value to the District, the property within the District and the general public. The District Project will promote the economic welfare and the development of the City and the State through: (i) the creation of temporary and permanent jobs; (ii) the stimulation of additional development within the District; and (iii) the increase in local and state tax revenues. Further, the District finds that the District Project conforms to the purposes of the CID Act.

Section 1.2. Representations by the City.

The City represents that:

A. The City is duly organized and existing under the Constitution and laws of the State of Missouri.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and the Mayor of the City is duly authorized to execute and deliver this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreements to which the City is a party.

D. There is no litigation or proceeding pending or threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the

City to comply with its obligations under this Agreement.

ARTICLE 2: REPORTING OBLIGATIONS OF DISTRICT

Section 2.1. Submission of Annual Budget by District.

A. The District shall annually prepare or cause to be prepared a budget (the "Budget") for the upcoming Fiscal Year, which is consistent with the purposes of the District. The Budget shall be submitted to the City Clerk for submission to the Mayor and City for review and comment not less than ninety (90) days prior to the intended date of approval of the Budget. Not later than the first day of each Fiscal Year of the District, the board of directors of the District (the "Board of Directors") shall adopt a Budget for the District for the ensuing budget year, with expected expenditures, revenue, and rates of assessments and taxes in such a manner as may be provided by law. If the Board of Directors fails to adopt a Budget by the first day of a Fiscal Year, the District shall be deemed to have adopted for such Fiscal Year a Budget, which provides for the application of the District's sale tax revenues collected in such Fiscal Year in accordance with the budget for the prior Fiscal Year.

B. The District shall, if requested by the City, provide in written form or testimony information as to how the proposed Budget is consistent with the purposes of the District.

C. The District shall prepare and submit to the City Clerk and the Missouri Department of Economic Development an annual report (the "Annual Report") within 120 days after the end of the then Fiscal Year stating the services provided, revenues collected and expenditures made by the District during the Fiscal Year, and copies of all written resolutions approved by the Board of Directors during the Fiscal Year.

D. The District shall, if requested by the City, provide testimony as to the actions represented in the Annual Report that are in furtherance of the purposes and priorities as set forth in the District's Petition.

E. The District shall keep proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with generally accepted accounting principles consistently applied. The District shall make its books and records available to the City and will furnish to the City such information as it may reasonably request concerning the District, including such statistical and other operating information requested on a periodic basis, in order to determine whether the covenants, terms and provisions of this Agreement have been met. The City may retain such consultants as it deems necessary in connection with such review, the cost of which shall be an Operating Cost payable by the District in accordance with this Agreement. For that purpose, all pertinent books, documents and vouchers relating to the District's business, affairs and properties shall at all times during regular business hours be open to the inspection of such consultants (who may make copies of all or any part thereof provided

that the confidentiality of all records shall be maintained pursuant to such confidentiality agreements as the District reasonably requires).

ARTICLE 3: COLLECTION OF FUNDS

Section 3.1. Imposition of District Sales Tax; District Records.

A. The District has approved or shall approve a resolution that, subject to qualified voter approval, imposes the District Sales Tax. The District will use the District Sales Tax revenues to pay the Operating Costs of the District and to reimburse the City for Reimbursable Project Costs.

B. As used in this Agreement, the term "District Sales Tax" shall mean the sales and use tax levied by the District on the receipts from the sale at retail of all eligible tangible personal property and taxable services at retail within its boundaries pursuant to the CID Act in the amount equal to one percent (1%).

C. As used in this Agreement, the term "Reimbursable Project Costs" shall mean all actual and reasonable costs and expenses that are incurred by or at the direction of the District with respect to construction of the District Project, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors and materialmen in connection with the construction contracts awarded for the District Project that is constructed or undertaken by the City or the District, plus all actual and reasonable costs to plan, finance, develop, design and acquire the District Project, including but not limited to the following:

(i) all actual and reasonable costs of the District Project plus any costs of formation of the District;

(ii) all Operating Costs of the District advanced by the City pursuant to the terms of this Agreement; and

(iii) all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition, construction, improvement and financing of the District Project and which may lawfully be paid or incurred by the District under the CID Act.

D. As used in this Agreement, the term "Operating Costs" shall mean overhead expenses of the District for administration, supervision and inspection incurred in connection with the District Project and the general administration of the District. Operating Costs include, without limitation, the following: (i) reimbursement to the City for actual expenditures by the City in connection with its review of the District's activities pursuant to Section 67.1461.3 and Section 67.1511.2(3) of the CID Act; (ii) expenses incurred in the exercise of the contractual powers of the District pursuant to Section 67.1461.1(5) of the CID Act; (iii) costs related to any authorized indebtedness of the District, including the costs of issuance and repayment of District obligations pursuant to Section 67.1461.1(12) and Section 67.1491 of the CID Act; (iv) the cost of insurance obtained by the District pursuant to Section 67.1461(3) of the CID Act; (v) the cost of any audit pursuant to Section 67.1461.1(5) of the CID Act; and (vi) expenses incurred by the District in the exercise of the powers granted under Section 67.1461.1(29) of the CID Act, which consist of paying the costs of compensating employees or contractors, paying legal counsel for representation of the District in administrative and operating matters, paying the costs of suits by or against the District, the cost of purchasing personal property necessary or convenient for the District's activities, the costs of conducting economic, planning, marketing or other studies and the costs of

collection and disbursement of funds for District activities.

Section 3.2. Administration and Collection of the District Sales Tax. The parties expect the District Sales Tax to be collected by the Missouri Department of Revenue, as provided in the CID Act. The Parties shall cooperate with the Missouri Department of Revenue in all respects and as necessary for the collection by the Missouri Department of Revenue of the District Sales Tax. The Parties hereby acknowledge that the Missouri Department of Revenue may in the future deduct from District Sales Tax Revenues its own collection and administrative fee.

Section 3.4. Enforcement of the District Sales Tax.

A. The City and the District shall take all actions necessary for enforcement of the District Sales Tax. The City or the District may prosecute or defend any action, lawsuit or proceeding or take any other action involving third persons that the District deems reasonably necessary to secure the payment of the District Sales Tax.

B. The District shall report all violations of the Sales Tax Law, Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended (the “Sales Tax Law”), to the Missouri Department of Revenue for enforcement to the extent that such violations result in the District’s inability to collect the District Sales Tax in a timely manner as provided for in the Sales Tax Law. If the Missouri Department of Revenue notifies the District that it refuses to undertake enforcement of the District Sales Tax, the District shall promptly initiate an action to enforce collection. Notwithstanding anything to the contrary in this Agreement, the District is not obligated to undertake any enforcement action if the cost of such enforcement is, in the opinion of the District, reasonably expected to exceed the amount of revenues sought to be collected.

ARTICLE 4: DISTRICT PROJECT

Section 5.1. Implementation of the District Project. The City and the District agree to undertake the District Project (as defined herein and described in the Petition and on Exhibit A, attached hereto and incorporated herein by reference), which includes certain improvements within the boundaries of the District relating to public improvements and public services along Missouri 9 Highway and Missouri 45 Highway. “District Project” means the improvements within the boundaries of the District as described in Exhibit A, attached hereto and incorporated herein by reference, which may be completed in phases. The District Project as defined herein and at Exhibit A is preliminary in nature not meant to be an exhaustive description of all projects and activities to be carried out by the District. The City and District may agree to modify and alter the District Project as the parties may mutually agree to in order to accomplish the City and District's mutual interests; provided, however, any modifications to the District Project must comply with the CID Act, the Petition and all applicable laws.

Section 5.2. Governmental Approvals. The City agrees to employ reasonable and good faith efforts to cooperate with the District and to process and timely consider and respond to all applications for Governmental Approvals as received, all in accordance with the applicable Sections of the City Code and laws of the State. The City shall cooperate with the District in its efforts to obtain all approvals for the construction of the District Project and to provide all reasonable assistance in expediting any and all permits necessary to proceed with the District Project. “Governmental Approvals” shall mean all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, or other subdivision, zoning, or similar approvals required for implementation and construction of the

District Project.

ARTICLE 5: DEFAULTS AND REMEDIES

A. An event of default as specified in this Article (an "Event of Default") shall occur upon the failure by either Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement and the continuance of such failure for fifteen (15) days after the other Party has given written notice to such Party specifying such failure.

B. If any Event of Default has occurred and is continuing, then any non-defaulting party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity enforce its rights against the defaulting party and its officers, agents and employees, and require and compel duties and obligations required by the provisions of this Agreement.

ARTICLE 6: MISCELLANEOUS

Section 6.1. Effective Date and Term.

This Agreement shall become effective on the date this Agreement has been fully executed by the Parties. This Agreement shall remain in effect for as long as the District is legally in existence.

Section 6.2. Modification.

The terms, conditions, and provision of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement among the City and the District. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 6.3. Jointly Drafted.

The Parties agree that this Agreement has been jointly drafted and shall not be construed more strongly against another Party.

Section 6.4. Applicable Law.

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

Section 6.5. Validity and Severability.

It is the intention of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision

hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 6.6. Execution of Counterparts.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Exhibit A

District Project

Anticipated Initial Improvements:

The District will assist in the funding of the construction of certain improvements which generally include public improvements along Missouri 9 Highway and Missouri 45 Highway (the “Improvements”). Anticipated Improvements to be carried out during the first five years of the District may include roadway and related infrastructure improvements to 9 Highway from 45 Highway to Lakeview Drive as identified in the Route 9 Corridor Study Report adopted by the Board of Aldermen on January 5, 2016. The District will not be responsible for payment of the total cost of these initial Improvements, but the District will be expected to contribute to payment of a portion of such costs. At the time of the preparation of this Plan, the District's anticipated contribution to the cost of the initial Improvements is not known. The initial Improvements and the estimated cost of such Improvements are as follows:

ANTICIPATED IMPROVEMENT	PRELIMINARY ESTIMATED COST
9 Highway Improvements- Segment 2: 62 nd Street to Parkville Athletic Complex – upgrades include curb and gutter; storm sewer; 5 ft sidewalk on the western side of 9 Highway; 10 ft trail on the eastern side of 9 Highway; traffic signal at Clark Avenue; pedestrian crossing at Clark Avenue.	\$657,569
9 Highway Improvements- Segment 3: Parkville Athletic Complex to Lakeview Drive – upgrades include curb and gutter; storm sewer; 5 ft sidewalk on the western side of 9 Highway; 10 ft trail on the eastern side of 9 Highway; retaining wall with fences; parking improvements.	\$1,752,739
9 Highway Improvements- Segment 1: 45 Highway to 62 nd Street – upgrades include curb and gutter; storm sewer; 5 ft sidewalk on the western side of 9 Highway; 10 ft trail on the eastern side of 9 Highway; retaining wall with fence.	\$890,995
<i>Total Estimated Cost of Initial Improvements</i>	\$3,301,303

The particular items included within the Improvements may be increased or amended from time to time and the costs of the Improvements to be financed by the District shall include all associated design, architecture, engineering, financing, private interest carry, legal and administrative costs of same. The District may also provide funding for the District’s formation and its ongoing operation and administration costs on an annual basis.

District Services:

The District may also fund the provision of services within its boundaries for the benefit of the owner and tenants of the District (the “Services”), which may include: operating, maintaining, installing, equipping, repairing and protecting the common areas within the District, including, without limitation (a) operating, installing, maintaining and repairing the common driveways and access roads, sidewalks, curbs, signs, streetlights, landscaping and parking areas; (b) causing the necessary engineering and planning performed in connection with the Services; (c) streetscaping, gardening and landscaping (including but not limited to purchasing, installing and maintaining trees, shrubs, flowers and other vegetation, maintaining pots and planters, planting and replacing trees located along or adjacent to public rights-of-way and private drives, installing and maintaining lighting, public art, mowing, seeding and fertilizing grass and other vegetation); (d) maintaining and repairing irrigation systems and fire protection systems; (e) maintaining and repairing sanitary and storm sewers; (f) repairing, lighting, restriping, resurfacing and replacing the parking lots; (g) providing or contracting for the provision of cleaning and maintenance services for exterior common areas in order to improve the appearance and image of the District, including but not necessarily limited to litter removal, purchase and maintenance of trash receptacles, cleaning and sweeping of sidewalks, streets, parking areas, private drives, and gutters; (h) snow and ice removal; (i) trash, garbage, and other refuse removal; (j) repair and maintenance of directional and pylon signs; (k) the cost of non-administrative personnel (including, without limitation, workers compensation insurance) to implement such services; (l) employing

or contracting for the provision of personnel to assist landowners, occupants, and users to improve security and safety conditions within the District, including but not limited to addressing public safety concerns, identifying and reporting public nuisances, and (if deemed advisable by the District) conducting security patrols; and (m) hiring or contracting for personnel to staff and provide services to the District. Notwithstanding anything contained herein to the contrary, unless otherwise consented to by the Board of Aldermen, the Services shall be limited to Services provided within public improvements or on public property.

CITY OF PARKVILLE
Policy Report

Date: Wednesday, December 29, 2016

Prepared By:
Emily Crook
Billing Clerk

Reviewed By:
Tim Blakeslee
Assistant to the City Administrator

ISSUE:

Approval of Accounts Payable Invoices, Insurance Payments, and Payroll from 12/16/2016 through 12/29/2016.

BACKGROUND:

Attached are the statements of approved payments, per the City's Purchasing Policy, for the period from December 16, 2016 through December 29, 2016. All disbursements must be reviewed and approved by the Board of Aldermen prior to the release of city funds.

BUDGET IMPACT:

Accounts Payable	\$719,828.29
Insurance Payments	\$39,573.34
1 st of the Month	\$0.00
EFT Payments	\$0.00
Processing Fees	0.00
Payroll	\$49,321.34
TOTAL	\$808,722.97

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 \$808,722.97 of city funds to pay salaries and accounts.

ATTACHMENTS:

1. Accounts Payable
2. Insurance Payments
3. Payroll
4. Carquest Purchases
5. Commerce Card Purchases

PACKET: 05886 Regular Payments-12/22/2016

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01198	River North Development LLC I-TIF 2016	TIF 2016-91	R	12/22/2016		450,534.71	CR 036326	450,534.71

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	450,534.71	450,534.71
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	450,534.71	450,534.71

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 05889 Federal Withholdings -12/23/16

VENDOR SET: 01 *** DRAFT/OTHER LISTING ***

BANK : PY Pooled Cash FY Related AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
00044	Park Bank							
	I-T1 201612224178	Federal Withholding	D	12/23/2016		7,466.62CR	000058	
	I-T3 201612224178	FICA W/H	D	12/23/2016		8,335.12CR	000058	
	I-T4 201612224178	Medicare W/H	D	12/23/2016		1,949.36CR	000058	17,751.10

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

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	17,751.10	17,751.10
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	17,751.10	17,751.10

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 05891 Regular Payments-12/28/2016

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
02281	Shelia L. Palmer, Collector I-12/22/2016	Brush Creek NID Assessment-89	R	12/28/2016		24,101.57	CR 036327	24,101.57

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	24,101.57	24,101.57
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	24,101.57	24,101.57

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 05896 EOM Benefits - December 2016

VENDOR SET: 01

**** CHECK LISTING ****

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-AFF201612084177	AFLAC PRETAX	R	12/28/2016		29.80CR	036331	
	I-AFF201612224178	AFLAC PRETAX	R	12/28/2016		29.80CR	036331	59.60
00136	State of Missouri							
	I-T2 201612084177	State Withholdings	R	12/28/2016		2,398.66CR	036332	
	I-T2 201612224178	State Withholdings	R	12/28/2016		2,255.66CR	036332	4,654.32
00137	Kansas City Life Insuranc							
	I-ADD201612084177	ADD on KC Life Bill	R	12/28/2016		35.52CR	036333	
	I-ADD201612224178	ADD on KC Life Bill	R	12/28/2016		35.52CR	036333	
	I-LID201612084177	BC/BS Dependent Life Ins	R	12/28/2016		12.54CR	036333	
	I-LID201612224178	BC/BS Dependent Life Ins	R	12/28/2016		12.54CR	036333	
	I-LIF201612084177	BC/BS Life Insurance	R	12/28/2016		259.83CR	036333	
	I-LIF201612224178	BC/BS Life Insurance	R	12/28/2016		259.83CR	036333	
	I-LTD201612084177	Long Term Disability	R	12/28/2016		167.44CR	036333	
	I-LTD201612224178	Long Term Disability	R	12/28/2016		167.44CR	036333	950.66
00794	Delta Dental							
	I-DNC201612084177	Delta Dental Insurance	R	12/28/2016		256.70CR	036334	
	I-DNC201612224178	Delta Dental Insurance	R	12/28/2016		256.70CR	036334	
	I-DNF201612084177	Delta Dental Insurance	R	12/28/2016		296.56CR	036334	
	I-DNF201612224178	Delta Dental Insurance	R	12/28/2016		296.56CR	036334	
	I-DNP201612084177	DENTAL PRETAX	R	12/28/2016		531.76CR	036334	
	I-DNP201612224178	DENTAL PRETAX	R	12/28/2016		531.76CR	036334	
	I-DNS201612084177	Delta Dental Insurance	R	12/28/2016		92.52CR	036334	
	I-DNS201612224178	Delta Dental Insurance	R	12/28/2016		92.52CR	036334	2,355.08
01730	LAGERS							
	I-CSR201612084177	LAGERS RETIREMENT	R	12/28/2016		3,046.92CR	036335	
	I-CSR201612224178	LAGERS RETIREMENT	R	12/28/2016		3,026.28CR	036335	
	I-R&P201612084177	City/PD Ret Contribution	R	12/28/2016		2,850.42CR	036335	
	I-R&P201612224178	City/PD Ret Contribution	R	12/28/2016		2,593.54CR	036335	11,517.16
01807	City of Parkville/Flex Plan							
	I-FLX201612084177	Flex Plan	R	12/28/2016		382.26CR	036336	
	I-FLX201612224178	Flex Plan	R	12/28/2016		382.26CR	036336	764.52
02290	Colonial Life							
	I-COA201612084177	Colonial Life After Tax	R	12/28/2016		96.04CR	036337	
	I-COA201612224178	Colonial Life After Tax	R	12/28/2016		96.04CR	036337	
	I-COP201612084177	Colonial Life PreTax	R	12/28/2016		73.96CR	036337	
	I-COP201612224178	Colonial Life PreTax	R	12/28/2016		73.96CR	036337	340.00

PACKET: 05896 EOM Benefits - December 2016

VENDOR SET: 01 *** DRAFT/OTHER LISTING ***

BANK : FY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
02499	Aetna							
	I-AEC201612084177	Health Insurance	D	12/28/2016		826.00CR	000059	
	I-AEC201612224178	Health Insurance	D	12/28/2016		826.00CR	000059	
	I-AEE201612084177	Health Insurance	D	12/28/2016		1,101.00CR	000059	
	I-AEE201612224178	Health Insurance	D	12/28/2016		1,101.00CR	000059	
	I-AEF201612084177	Health Insurance	D	12/28/2016		649.00CR	000059	
	I-AEF201612224178	Health Insurance	D	12/28/2016		649.00CR	000059	
	I-AES201612084177	Health Insurance	D	12/28/2016		439.00CR	000059	
	I-AES201612224178	Health Insurance	D	12/28/2016		439.00CR	000059	
	I-HDC201612084177	BCBS Insurance	D	12/28/2016		682.00CR	000059	
	I-HDC201612224178	BCBS Insurance	D	12/28/2016		682.00CR	000059	
	I-HDE201612084177	BCBS Insurance	D	12/28/2016		1,700.00CR	000059	
	I-HDE201612224178	BCBS Insurance	D	12/28/2016		1,700.00CR	000059	
	I-HDF201612084177	Health Insurance	D	12/28/2016		2,140.00CR	000059	
	I-HDF201612224178	Health Insurance	D	12/28/2016		2,140.00CR	000059	
	I-HDS201612084177	BCBS Insurance	D	12/28/2016		362.00CR	000059	
	I-HDS201612224178	BCBS Insurance	D	12/28/2016		362.00CR	000059	
	I-HSC201612084177	BCBS Insurance	D	12/28/2016		279.00CR	000059	
	I-HSC201612224178	BCBS Insurance	D	12/28/2016		279.00CR	000059	
	I-HSE201612084177	BCBS Insurance	D	12/28/2016		850.00CR	000059	
	I-HSE201612224178	BCBS Insurance	D	12/28/2016		850.00CR	000059	
	I-HSF201612084177	BCBS Insurance	D	12/28/2016		438.00CR	000059	
	I-HSF201612224178	BCBS Insurance	D	12/28/2016		438.00CR	000059	18,932.00

* * T O T A L S * *				
	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	7	0.00	20,641.34	20,641.34
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	18,932.00	18,932.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	8	0.00	39,573.34	39,573.34

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 05898 Regular Payments-12/21/2016

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00934	Allen's Water Service I-314	Water-ST	R	1/04/2017		300.00CR	036338	300.00
00593	Alliance Water Resources, I-7160	Contract Op Dec 2016-SW	R	1/04/2017		24,206.92CR	036339	24,206.92
01201	American Legion Parkville Post 318 I-12/15	Room Rental-AD	R	1/04/2017		150.00CR	036340	150.00
01258	Arbor Masters Tree & Landscape I-119053	Tree Removal-ST	R	1/04/2017		625.00CR	036341	625.00
00343	Barry Road Tire & Service I-157890	V601/03/06 Tires-PD	R	1/04/2017		759.00CR	036342	759.00
00012	Carquest Auto Parts Store I-Stmt 11/16/2016	Stmt 11/16/2016	R	1/04/2017		311.57CR	036343	311.57
00977	Curious Eye Productions I-080-016	Nov 2016 CEP/ Meet Coverage-PI	R	1/04/2017		1,050.00CR	036344	1,050.00
00156	Dave's Foreign Car Repair LLC I-135,353 I-135,356 I-135,359	V603 Mount/Balance Tires-PD V601 Mount/Balance Tires-PD V606 Tire Mount/Balance-PD	R R R	1/04/2017 1/04/2017 1/04/2017		40.00CR 40.00CR 40.00CR	036345 036345 036345	120.00
02509	David Elwess I-5781A	900 Main Plumb Exp Reimburs-SW	R	1/04/2017		841.00CR	036346	841.00
02175	eNet I-4828	Nov 2016 IT Services-IT	R	1/04/2017		2,082.50CR	036347	2,082.50
02506	Gale Murphy I-12/16	Murphy Mudjacking-AD	R	1/04/2017		900.00CR	036348	900.00
00051	Galls, Inc. I-006478225 I-006542224	Uniforme-PD Uniforms-PD	R R	1/04/2017 1/04/2017		291.46CR 41.99CR	036349 036349	333.45
02384	Gould Evans, P.C. I-21566505	Zoning&Reg Consult Serv-CIP	R	1/04/2017		63,800.00CR	036350	63,800.00

PACKET: 05898 Regular Payments-12/21/2016

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
02131	Heritage Tractor, Inc. I-04212930	Tractor/Ditch Bank Mower-TP.	R	1/04/2017		55,960.00CR	036351	55,960.00
02248	Hi-Gene's Janitorial Service I-51481	Janitorial Services-AD	R	1/04/2017		757.50CR	036352	757.50
02274	Joe Machens Ford I-277874	2017 Ford Focus-CIP	R	1/04/2017		16,859.00CR	036353	16,859.00
00070	Kay D. Barney D.O. I-HF148160532	Bowman/Hill Physicals-PD	R	1/04/2017		260.00CR	036354	260.00
01888	Kevin Chrisman I-Exp Rpt 12-08-2016	Chrisman Chief/Sher Lunch-PD	R	1/04/2017		16.00CR	036355	16.00
01235	Landmark Newspaper, The I-23956	04/04/17 Elect Notice-AD	R	1/04/2017		54.13CR	036356	54.13
01097	Lippert Mechanical Service Corp I-SI2027504 I-SI2027913	HVAC Repair-AD HVAC Balance/Repair-AD	R R	1/04/2017 1/04/2017		2,156.90CR 2,416.07CR	036357 036357	4,572.97
00159	Missouri American Water I-4000110100	Deinquent Dis/Reconnects-SW	R	1/04/2017		228.00CR	036358	228.00
01701	Platte County Citizen I-1948	Laborer Job Ad-ST	R	1/04/2017		18.80CR	036359	18.80
00218	Platte County Sheriff's D I-BBB-PCDC-2016-89	Prisoner Boarding-CT	R	1/04/2017		1,050.00CR	036360	1,050.00
02035	ProPrint, Inc. I-139636	Utility Bills-SW	R	1/04/2017		748.44CR	036361	748.44
00111	PsychLogic I-12.8.16	Bowman Hiring Psch Test-PD	R	1/04/2017		200.00CR	036362	200.00
02493	Strategic Government Resources I-11543 I-11608 I-11631 I-11668	Exec Search (1/3) Prof Fee-AD ICA Prof Fee 11/21-23-AD ICA Prof Fee 11/28-12/2-AD Prof Fee for Exec Search-AD	R R R R	1/04/2017 1/04/2017 1/04/2017 1/04/2017		6,000.00CR 1,206.80CR 2,021.39CR 6,000.00CR	036363 036363 036363 036363	15,228.19

PACKET: 05898 Regular Payments-12/21/2016

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00154	T-Ray Specialties Inc.							
	I-29073	Ice Melt-AD	R	1/04/2017		134.00CR	036364	
	I-29074	Restroom Supplies-PK	R	1/04/2017		121.38CR	036364	
	I-29095	Shirts/Hats/Jackets-PK	R	1/04/2017		700.28CR	036364	955.66
02507	Tallman Auto & Body, LLC							
	I-5135	Repair Cost by ST Truck-AD	R	1/04/2017		1,506.45CR	036365	1,506.45
01150	Thompson Pump and Manufacturing Company, Inc							
	I-PAR34	Pinecrest PS Repairs-SW	R	1/04/2017		1,368.20CR	036366	1,368.20
01099	Toshiba							
	I-13288106	Black Counter-AD/CT	R	1/04/2017		124.37CR	036367	
	I-13288107	Color Counter-AD/CT	R	1/04/2017		185.40CR	036367	309.77
02317	UMB Bank, N.A.							
	I-144109	HSA Fees-AD/PD/ST/PK	R	1/04/2017		25.00CR	036368	25.00
02409	UniFirst Corporation							
	I-226 0461812	Mat Cleanin/Rental-AD	R	1/04/2017		54.40CR	036369	54.40
02508	Utility Solutions,LLC							
	I-PumpSt01	Pinecrest PS Repair-SW	R	1/04/2017		750.00CR	036370	750.00

PACKET: 05898 Regular Payments-12/21/2016

VENDOR SET: 01

*** DRAFT/OTHER LISTING ***

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
02140	Commerce Bank - Commercial Cards							
	I-Stmt 12/19/2016	Stat 12/19/2016	D	1/03/2016		8,509.18CR	000060	8,509.18
01614	KCPL							
	I-Due 01/03/2017	Electric Due 01/03/2016	D	1/03/2016		3,110.79CR	000061	3,110.79

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	33	0.00	196,401.95	196,401.95
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	2	0.00	11,619.97	11,619.97
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	35	0.00	208,021.92	208,021.92

PACKET: 05899 Regular Payments-12/14/2016

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00159	Missouri American Water							
	I-Due 01/05/2016	Water Due 01/05/2016	R	1/04/2016		16.33CR	036371	16.33

* * T O T A L S * *				
	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	16.33	16.33
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	16.33	16.33

PACKET: 05900 Regular Payments-12/16/2016

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00159	Missouri American Water							
	I-Due 01/09/2016	Water Due 01/09/2016	R	1/04/2016		16.82	CR 036372	16.82

* * T O T A L S * *		NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:		1	0.00	16.82	16.82
HANDWRITTEN CHECKS:		0	0.00	0.00	0.00
PRE-WRITE CHECKS:		0	0.00	0.00	0.00
DRAFTS:		0	0.00	0.00	0.00
VOID CHECKS:		0	0.00	0.00	0.00
NON CHECKS:		0	0.00	0.00	0.00
CORRECTIONS:		0	0.00	0.00	0.00
REGISTER TOTALS:		1	0.00	16.82	16.82

PACKET: 05901 Regular Payments-12/20/2016

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00159	Missouri American Water							
	I-Due 01/11/2016	Water Due 01/11/2016	R	1/04/2017		82.14CR	036373	82.14

* * T O T A L S * *				
	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	82.14	82.14
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	82.14	82.14

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 05902 Regular Payments-12/19/2016

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00159	Missouri American Water							
	I-Due 01/10/2016	Water Due 01/10/2017	R	1/04/2017		384.65CR	036374	384.65

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	384.65	384.65
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	384.65	384.65

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 05905 Regular Payments-12/29/2016

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00979	KCMO Department of Water Services I-12312	07-09 2016 Sewer Serv-SW	R	1/04/2017		6,658.89CR	036375	6,658.89
02483	Merrill Electric Co, LLC I-1645	Parks HQ Electrical-95	R	1/04/2017		9,048.50CR	036376	
	I-1714	Water Fountain Power-95	R	1/04/2017		424.66CR	036376	9,473.16
00159	Missouri American Water I-Due 01/12/2017	Water Due 01/12/2017	R	1/04/2017		27.40CR	036377	27.40

PACKET: 05905 Regular Payments-12/29/2016

VENDOR SET: 01

*** DRAFT/OTHER LISTING ***

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
01614	KCPL							
	I-Due 01/06/2016	Electric Due 01/06/2017	D	1/03/2016		2,406.93CR	000062	2,406.93
00160	Missouri Gas Energy							
	I-Due 01/05/2017	Gas Due 01/05/2017	D	1/03/2017		352.67CR	000063	352.67

* * T O T A L S * *		NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:		3	0.00	16,159.45	16,159.45
HANDWRITTEN CHECKS:		0	0.00	0.00	0.00
PRE-WRITE CHECKS:		0	0.00	0.00	0.00
DRAFTS:		2	0.00	2,759.60	2,759.60
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:		5	0.00	18,919.05	18,919.05

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00012	Carquest Auto Parts Store							
	I-Stmt 11/16/2016		R 1/04/2017			036343		
40	520.06-21-00	Vehicle & Equipment Maintenanc	Wiper Blades/Tire Cl	27.36				
10	525.06-21-00	Vehicle Repair & Maintenance	Truck Maintenance-PK	55.18				
10	525.06-22-00	Vehicle Gae & Oil	Air Filter-PK	93.14				
40	520.06-21-00	Vehicle & Equipment Maintenanc	Solenoid for Snowplo	49.28				
10	520.05-21-00	Handtools	Diesel Additive/WD-4	30.88				
40	520.06-21-00	Vehicle & Equipment Maintenanc	Hydraulic Fittings-T	24.98				
10	525.06-03-00	Restrooms	ELP Restroom Winteri	26.56				
10	525.06-21-00	Vehicle Repair & Maintenance	ELP Restroom Winteri	4.19				311.57

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	311.57	0.00	311.57
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
10 520.05-21-00	Handtools	30.88
10 525.06-03-00	Restrooms	26.56
10 525.06-21-00	Vehicle Repair & Maintenance	59.37
10 525.06-22-00	Vehicle Gas & Oil	93.14
	*** FUND TOTAL ***	209.95
40 520.06-21-00	Vehicle & Equipment Maintenanc	101.62
	*** FUND TOTAL ***	101.62

VENDOR SET: 01	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			1	311.57	0.00	311.57
BANK: AP	TOTALS:		1	311.57	0.00	311.57
REPORT TOTALS:			1	311.57	0.00	311.57

VENDOR SET: 01 City of Parkville
 BANK: AP Pooled Cash Regular AP
 DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02140	Commerce Bank - Commercial Car							
I-Stmt 12/19/2016	Stmt 12/19/2016	D	1/03/2016			000060		
10	505.09-21-00	Miscellaneous	X-Mas River Stone Ca	100.00				
10	505.05-01-00	Office Supplies & Consumables	Staples W/M Calander	31.99				
10	505.05-01-00	Office Supplies & Consumables	Office Max Planner/C	177.94				
84	505.09-21-00	Shop with Cop Expenditures	Shop w/a Cop Walmart	720.82				
84	505.09-21-00	Shop with Cop Expenditures	Shop w/a Cop Walmart	748.65				
84	505.09-21-00	Shop with Cop Expenditures	Shop w/a Cop Walmart	1,541.16				
84	505.09-21-00	Shop with Cop Expenditures	Shop w/a Cop Walmart	707.85				
10	501.05-01-00	Office Supplies & Consumables	Projector Adapter-AD	7.94				
10	525.09-21-00	Miscellaneous	Eagle Plaque-PK	28.00				
10	501.05-01-00	Office Supplies & Consumables	Flip Chart-AD	36.66				
10	535.09-21-00	Miscellaneous	Thank You Notes-NS	58.87				
10	501.09-21-00	Misc-Other	Hefley Background Ch	14.25				
10	501.01-41-02	Professional Dev - Staff	Chapman 2017 GFOA Re	95.00				
10	501.09-21-00	Misc-Other	Plastic Sheet Court	16.76				
10	501.09-21-00	Misc-Other	Holiday Party Food-A	601.73				
10	501.09-20-02	Exec Session Meeting Supplies	CA Search Comm Meet	32.75				
10	20070	Vol. Employee Fund W/H	Holiday Party Suppli	5.25				
10	525.06-01-00	Buildings Maint & Repair	Equipment Storage-PK	210.00				
10	520.05-20-00	Small Office Equipment	Schank Office Chair-	149.99				
10	520.05-21-00	Handtools	Tools for Shop-ST	282.32				
10	515.09-21-00	Miscellaneous	Pizza Hut for Safety	85.38				
10	515.09-21-00	Miscellaneous	Planning Meet Stone	45.00				
10	515.01-41-00	Membership Fees & Dues	WTS International Me	95.00				
10	540.09-05-01	Website Maintenance	Wordfence Upgrade-PI	99.00				
10	501.05-02-00	Postage	POTMCID Reject Cert	5.12				
10	501.09-20-02	Exec Session Meeting Supplies	Cit Attorney Intervi	80.89				
10	501.09-20-07	Meeting Supplies	Chinn Certificate Fr	14.99				
10	501.09-20-02	Exec Session Meeting Supplies	12/06/2016 BOA Food-	38.65				
10	501.09-20-07	Meeting Supplies	FOPP Certificate Fra	65.94				
10	501.05-01-00	Office Supplies & Consumables	Election Packet Fold	11.98				
10	525.03-04-00	Water	Water-PK	27.01				
10	525.03-05-00	Mobile Phones & Pagers	Sprint-PK	61.74				
10	518.03-05-00	Mobile Phones & Pagers	Sprint-CD	132.04				
10	515.03-05-00	Mobile Phones & Pagers	Sprint-PW	20.58				
10	520.03-05-00	Mobile Phones & Pagers	Sprint-ST	189.50				
10	505.03-05-00	Mobile Phone & Pagers	Sprint-PD	231.52				
30	501.03-06-00	Wi-Fi	Sprint-SW	79.98				
10	501.09-21-00	Misc-Other	Sprint Usage Charge-	99.99				
10	501.03-01-00	Telephone & Voicemail	Consolidated Communi	497.19				
10	501.03-01-00	Telephone & Voicemail	at&t Phone Service-P	60.08				
10	525.03-01-00	Telephone & Voicemail	at&t Phone Service-P	141.22				
10	520.03-01-00	Telephone & Voicemail	at&t Phone Service-S	70.62				
30	501.03-01-00	Telephone & Voicemail	at&t Phone Service-S	122.95				
10	520.03-04-00	Water	Water-ST	21.97				
10	520.03-04-00	Water	Water-ST	36.52				
30	501.09-21-00	Miscellaneous	Sewer Billing Gmail-	5.00				

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02140	Commerce Bank - CommerCONT							
	I-Stmt 12/19/2016		D 1/03/2016			000060		
10	501.03-08-00	Cable	Time Warner Cable-AD	174.77				
10	520.03-01-00	Telephone & Voicemail	at&t U-verse-ST	50.00				
10	525.03-04-00	Water	Water-PK	33.10				
10	535.05-04-00	Printing	Trek w/Santa Flyers-	14.75				
10	535.05-42-00	Program Expenses	Trek w/Santa Supplie	113.35				
10	535.05-42-00	Program Expenses	Trek w/Santa Hot Cho	41.42				
10	535.05-42-00	Program Expenses	Derr Girft Card/Than	52.00				
10	518.09-20-00	Planning Com. Meeting Supplies	Planning Meeting Cat	122.00				8,509.18

* * 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	8,509.18	0.00	8,509.18
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	5.25
10 501.01-41-02	Professional Dev - Staff	95.00
10 501.03-01-00	Telephone & Voicemail	557.27
10 501.03-08-00	Cable	174.77
10 501.05-01-00	Office Supplies & Consumables	56.58
10 501.05-02-00	Postage	5.12
10 501.09-20-02	Exec Session Meeting Supplies	152.29
10 501.09-20-07	Meeting Supplies	80.93
10 501.09-21-00	Misc-Other	732.73
10 505.03-05-00	Mobile Phone & Pagers	231.52
10 505.05-01-00	Office Supplies & Consumables	209.93
10 505.09-21-00	Miscellaneous	100.00
10 515.01-41-00	Membership Fees & Dues	95.00
10 515.03-05-00	Mobile Phones & Pagers	20.58
10 515.09-21-00	Miscellaneous	130.38
10 518.03-05-00	Mobile Phones & Pagers	132.04
10 518.09-20-00	Planning Com. Meeting Supplies	122.00
10 520.03-01-00	Telephone & Voicemail	120.62

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
10 520.03-04-00	Water	58.49
10 520.03-05-00	Mobile Phones & Pagers	189.50
10 520.05-20-00	Small Office Equipment	149.99
10 520.05-21-00	Handtools	282.32
10 525.03-01-00	Telephone & Voicemail	141.22
10 525.03-04-00	Water	60.11
10 525.03-05-00	Mobile Phones & Pagers	61.74
10 525.06-01-00	Buildings Maint & Repair	210.00
10 525.09-21-00	Miscellaneous	28.00
10 535.05-04-00	Printing	14.75
10 535.05-42-00	Program Expenses	206.77
10 535.09-21-00	Miscellaneous	58.87
10 540.09-05-01	Website Maintenance	99.00
	*** FUND TOTAL ***	4,582.77
30 501.03-01-00	Telephone & Voicemail	122.95
30 501.03-06-00	Wi-Fi	79.98
30 501.09-21-00	Miscellaneous	5.00
	*** FUND TOTAL ***	207.93
84 505.09-21-00	Shop with Cop Expenditures	3,718.48
	*** FUND TOTAL ***	3,718.48

VENDOR SET: 01	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			1	8,509.18	0.00	8,509.18
BANK: AP		TOTALS:	1	8,509.18	0.00	8,509.18
REPORT TOTALS:			1	8,509.18	0.00	8,509.18

CITY OF PARKVILLE

Policy Report

Date: Thursday, December 22, 2016

Prepared By:
Tim Blakeslee
Assistant to the City Administrator

Reviewed By:
Kirk Davis
Interim City Administrator

ISSUE:

Approve the 2017 Parkville Economic Development Council investment renewal and public services agreement.

BACKGROUND:

In 2011, the City made an initial three-year commitment for an annual \$20,000 investment toward the start-up of the Parkville Economic Development Council (PEDC). On January 7, 2014, the Board of Aldermen approved another \$20,000 investment for the 2014 fiscal year. As part of another \$20,000 investment renewal in 2015, staff worked with PEDC to develop a Public Services Agreement that was approved on May 5, 2015. The purpose of the Agreement is to outline the services that the PEDC provides to the City in exchange for the City's lead investment. As part of the Agreement, the PEDC must provide quarterly updates to the Mayor and Board of Aldermen regarding progress on the scope of services. Quarterly updates provided since May 2015 indicate that the PEDC is performing well. Due to the success and momentum of the organization, the Board of Aldermen budgeted \$30,000 to increase the City's investment level in 2016. The current Public Services Agreement expires on December 31, 2016, so staff recommends renewing the agreement prior to making the investment contribution for 2017. The Parkville EDC Board of Directors is scheduled to take action on the agreement at the next meeting on January 4, 2017.

BUDGET IMPACT:

Funds for the \$30,000 investment are included in the proposed 2016 Budget in the Administration Division (501) of the General Fund (10) under Professional Services.

ALTERNATIVES:

1. Approve the 2017 investment renewal and Public Services Agreement in the amount of \$30,000.
2. Do not approve the renewal and provide further direction to City Administration.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends that the Board of Aldermen approve the 2017 investment renewal and Public Services Agreement in the amount of \$30,000.

FINANCE COMMITTEE RECOMMENDATION:

Because this is a recurring, budgeted item, the recommendation is being forward directly to the Board of Aldermen for consideration.

POLICY:

The Purchasing Policy (Resolution No. 10-02-14) requires Board approval for all purchases above \$10,000. The policy requires professional services to be purchased with a services agreement that includes an accompanying scope and fee.

ITEM 4A
For 01-03-17
Board of Aldermen Meeting

SUGGESTED MOTION:

I move to approve the 2017 investment renewal and public services agreement with the Parkville Economic Development Council in the amount of \$30,000.

ATTACHMENT:

1. 2017 Public Services Agreement

PUBLIC SERVICES AGREEMENT BY AND BETWEEN
THE PARKVILLE EDC AND THE CITY OF PARKVILLE, MISSOURI

This Agreement, made and entered into this 3rd day of January 2017, by and between the Parkville Economic Development Council (the "EDC"), a Missouri non-profit corporation, and the City of Parkville, Missouri, (the "City").

WITNESSETH:

WHEREAS, on September 21, 2010, by Resolution No. 09-01-10, the City adopted the Parkville Plan for Progress, an economic development strategic plan, and authorized a three-year funding commitment for the economic development organization proposed in the Plan for Progress; and

WHEREAS, the EDC was created, in part, to fulfill the recommendation of the Parkville Plan for Progress to create a public-private economic development partnership to assist the City in expanding and diversifying the economic base of Parkville; and

WHEREAS, the EDC works to achieve the goals outlined in the Parkville Plan for Progress through the attraction and retention of business and industry, and the EDC has demonstrated its ability to attract and retain business in the City; and

WHEREAS, the City's initial three-year funding commitment for the EDC expired in 2013, and the Board of Aldermen appropriated funding in 2014 to continue its annual investment; and

WHEREAS, EDC leadership continues to contribute to the City's economic environment with participation in development discussions, community asset advocacy, and economic development strategies; and

WHEREAS, the City renewed its investment in the EDC in 2016 and executed a new Public Services Agreement for the same; and

WHEREAS, the parties determined that it is in the best interest of the City, and important to the promotion of the general economic welfare of the City, to continue to contract for the performance of economic development services as set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual undertakings and mutual benefits from the services set forth herein, the EDC and City agree as follows:

1. SCOPE OF SERVICES

The EDC shall perform economic development services for the benefit of the community as outlined in the Scope of Services, attached hereto as Exhibit A and incorporated by reference. EDC will work independently and collaboratively with City staff, as necessary, to accomplish the Scope of Services.

2. TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 2017, to December 31, 2017. On or before October 1, 2017, the EDC shall provide the City Administrator with a copy of the then current fiscal year budget, projected year-end expenses and revenues, and its request for renewal of the public service agreement, if applicable. It is contemplated that the parties may enter into a similar agreement for the 2018 fiscal year.

3. PERFORMANCE REVIEW

During the term of this Agreement, review of EDC performance under the terms of this Agreement shall occur through a quarterly update by the EDC Executive Director and/or Board Chair to the Mayor and Board of Aldermen regarding progress on the Scope of Services. To the extent possible, quarterly updates shall include specific and quantifiable measures of performance. It is understood by both parties that the Scope of Services represents an ongoing work plan and some objectives may have more or less progress in any given year.

4. COMPENSATION AND METHOD OF PAYMENT

For Fiscal Year 2017, the City hereby agrees to compensate the EDC for the Services, in the amount of Thirty Thousand Dollars and No Cents (\$30,000.00) within 30 days of receipt of an invoice from the EDC. The City's funding commitment is contingent upon the EDC annually securing private sector or other funding in a minimum amount of Fifty Thousand Dollars (\$50,000).

5. AUDIT, INSPECTION OF RECORDS, AND PERFORMANCE REVIEW

Upon notice of not less than forty-eight (48) hours, the EDC shall permit an authorized representative of the City to inspect and audit all data and records of the EDC related to its performance under this Agreement.

EDC shall be required to complete a detailed annual budget that is approved by the EDC Board of Directors on or before the start of the EDC's fiscal year.

EDC shall submit an accounting of all funds spent by EDC for the preceding fiscal year on or before January 31.

6. SUBCONTRACTS

The EDC and City hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior written consent of the other party to the Agreement.

7. REPRESENTATION ON BOARD

It is agreed that the EDC's Board of Directors is the governing body of the EDC and as such it oversees the operation of the EDC. The City is entitled to name one voting member of the Board of Directors. The City will possess three non-voting positions on the Board of Directors, one of which is an ex-officio position for the Mayor of the City. All of the City's four representatives to the Board of Directors will concurrently serve on the EDC Executive Committee, but only the voting director will have a vote in matters before the EDC Executive Committee.

8. NON-DISCRIMINATION PROVISIONS

The EDC will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, or age. EDC will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, or age. 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. EDC 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, color, creed, religion, ancestry, national origin, sex, disability or other handicap, or age.

9. COMPLIANCE WITH THE LAW

Both parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

10. CONFLICT OF INTEREST/POLITICAL ACTIVITY

The elected officials, public officials, employees and agents of the City shall comply with all applicable laws and regulations relating to conflicts of interest, including Chapter 107 of the Parkville Municipal Code (Code of Ethics), with regard to the work and compensation covered by the Agreement.

The EDC shall not use the compensation paid through the Agreement to advocate, support, or oppose any ballot measure or candidate for public office. This section shall not be construed to prohibit the EDC from engaging in legislative or policy advocacy at the local, state, or federal level.

11. INDEPENDENT CONTRACTOR

Neither party is authorized or empowered to make any commitments or incur any obligation on behalf of the other party. The EDC will provide the Services outlined herein as an independent contractor.

12. CANCELLATION, TERMINATION OR SUSPENSION

This Agreement may be terminated at any time by written, mutual agreement of the parties. The City may terminate the Agreement immediately if funds are not appropriated for the Services described herein. Both parties shall have the right to terminate this Agreement in the event that the other party is in default or violation of the terms or provisions of this Agreement and fails to cure such default or violation in the manner specified in subsection below.

In the event of such default or violation by either the City or the EDC, the other party shall send by hand delivery or certified mail a Notice Demand to Cure Default, explaining the specific nature and extent of the default or violation. The party receiving Notice shall cure or remedy said violation or default within forty-five (45) working days after receipt of said Notice, unless a longer time is agreed upon by both parties in writing. In case the default is not cured or remedied within forty-five (45) working days or longer time if agreed upon, the party that issued the Notice may exercise its option to terminate this Agreement upon forty-five (45) days of written notice thereafter.

13. NOTICE

Any notice required by this Agreement is deemed to be given if it is hand-delivered or mailed by United States certified mail, postage prepaid, and is addressed as hereinafter specified.

Notice to the City shall be addressed to:

City Administrator
City of Parkville
8880 Clark Ave.
Parkville, MO 64152

Notice to EDC shall be addressed to:

Executive Director
Parkville Economic Development Council
8880 Clark Ave., Suite 218
Parkville, MO 64152

14. GOVERNING LAW

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

15. MEDIA ANNOUNCEMENTS

Neither party shall not be authorized to make statements to the media or otherwise on behalf of the other party without express direction and consent of the other party.

16. AUTHORIZED EMPLOYEES

EDC acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. EDC therefore covenants that it will not knowingly be in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Services related to this Agreement, and that its employees are lawfully allowed to work in the United States.

17. INTEREST OF MEMBERS OF THE 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 related economic development activities, and EDC shall take appropriate steps to assure compliance.

18. INTEREST OF EDC AND EMPLOYEES

EDC covenants that its employees presently have no interest and shall not acquire interest, direct or indirect, in the scope of work associated with this Agreement or any other non-disclosed interest which would conflict in any manner or degree with the performance of services hereunder. EDC further covenants that in the performance of this Agreement, no person having any such interest shall be employed by the EDC.

19. 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.

20. 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.

21. THIRD PARTIES

The Services to be performed by the EDC 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.

22. 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 EDC, and attached hereto.

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

PARKVILLE ECONOMIC DEVELOPMENT COUNCIL

By: _____

Ed Bradley
Chair

EXHIBIT A

Parkville EDC Public Service Agreement Scope of Services

(subject to review and revision on an annual basis)

Economic Development Sustainability

1. Parkville EDC will work with Platte County EDC, Missouri Partnership, Missouri Department of Economic Development, and the Kansas City Area Development Council to identify and respond to leads for business investment in Parkville (i.e. projects).
2. Parkville EDC will be the lead local agency to field economic development inquiries and act as liaison between the private sector and the city with regard to projects. Parkville EDC will devote primary resources to projects that (a) attract high value, high growth business investment, (b) demonstrate an overall positive impact on the community, and (b) increase tax revenues to support increasing city services for a growing community.
3. Parkville EDC will track state and federal legislative activity and stay abreast of issues that may impact EDC goals. Regular updates will be provided to stakeholders along with recommended advocacy action as needed.

Business Retention and Expansion

4. The City will collect data on existing businesses via licenses, permits, etc. and share with Parkville EDC.
5. Parkville EDC will develop and implement a business retention strategy for existing industry in Parkville and utilize the synchronist technology (Platte County EDC) to catalog and evaluate industry information for trends and identify concerns and opportunities. The Parkville EDC will outline and implement business visits each month.

Community Marketing

6. Parkville EDC will create and implement a marketing plan to promote Parkville to targeted industries. The marketing plan will include frequent edits and updates to the EDC website and social media platforms. Parkville EDC will market Parkville through interaction with realtors, developers and site location consultants.
7. Parkville EDC will maintain a visible and active presence with local partner agencies including, but not limited to, the Platte County EDC, Main Street Parkville Association, Parkville Area Chamber of Commerce, and the Northland Regional Chamber of Commerce.

Residential Growth

8. Parkville EDC will work to grow and maintain a mix of housing types that appeal to multi generations. Strategies may include, but not be limited to, (a) developing a program to assist in the sale/resale of homes; (b) encouraging “green” development incentives for residential growth; and (c) developing an executive recruitment initiative.

Development Process and Incentives

9. Parkville EDC will initially vet requests for public economic development incentives in accordance with the City’s adopted Economic Development Incentive Policy. Parkville EDC will make recommendation(s) to the City regarding uses of public incentives on a project-by-project basis. Parkville EDC will coordinate discussions with taxing districts and advise on striking a balance between public and private interests.
10. Parkville EDC will communicate and advocate for Parkville economic development needs and priorities of the City to local, state, and federal officials and other taxing districts with jurisdiction in Parkville. However, the EDC will not advocate, support or oppose any specific ballot measure with compensation for services paid by the City of Parkville.
11. Parkville EDC will evaluate the existing Economic Development Incentive Policy and recommend any desired changes to the City.
12. Parkville EDC will publish, understand and communicate the Incentive Policy as revised.

Downtown Sustainability

13. Parkville EDC will actively promote new business opportunities for downtown Parkville that strengthen the connectivity of downtown to surrounding neighborhoods and support a diverse retail base with a focus on unique and specialty businesses.
14. Parkville EDC will encourage policies and programs that continue to assist in maintaining downtown as the city center of Parkville.

Employment Growth

15. Parkville EDC will work with Platte County EDC to maintain current listings of available land and building space in the LocationOne data base.
16. Parkville EDC will partner with area workforce organizations, including educational institutions, when applicable to enhance the opportunity for employment growth.

CITY OF PARKVILLE

Policy Report

Date: December 14, 2016

Prepared By:
Jon Jordan
Police Captain

Reviewed By:
Kevin L. Chrisman
Chief of Police

ISSUE:

Approve the first reading of an ordinance to amend Section 300.010 and repeal and replace Chapter 370 of the Parkville Municipal Code regarding the towing of abandoned vehicles and property from private and public property.

BACKGROUND:

Parkville Municipal Code Chapter 370 was originally adopted in 1987. Earlier this year the Chapter was brought under review for consideration to be consistent with State of Missouri statutes regarding towing of vehicles and property. Staff was charged with evaluating the relevance of the current Code.

Chapter 370 was compared to the State of Missouri statutes governing abandoned property. Staff learned that the existing chapter was no longer consistent with the state statutes and needed to be replaced. Section 300.010 is being amended to add two definitions to the Traffic Code.

BUDGET IMPACT:

With the exception of the cost of codification there is no budgetary impact.

ALTERNATIVES:

1. Approve first reading of an ordinance to amend the Parkville Municipal Code regarding the towing of abandoned vehicles and property.
2. Approve the first reading and adopt an ordinance, subject to changes directed by the Board of Aldermen.
3. Do not adopt the ordinance.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends that the Board of Aldermen amend Section 300.010 and repeal and replace the existing Parkville Municipal Code Chapter 370.

POLICY:

The Board of Alderman must approve all changes to the City's Municipal Code by ordinance.

SUGGESTED MOTION:

I move to approve Bill No. 2912, an ordinance amending Section 300.010 and repealing and replacing Chapter 370 of the Parkville Municipal Code related to the towing of abandoned vehicles and property from private and public property, on first reading and postpone the second reading to January 17, 2017.

ATTACHMENTS:

1. Ordinance

AN ORDINANCE AMENDING CHAPTER 300 AND REPEALING AND REPLACING CHAPTER 370 OF THE PARKVILLE MUNICIPAL CODE REGARDING ABANDONED VEHICLES AND PROPERTY

WHEREAS, the current Parkville Municipal Code Chapter 370 was adopted in 1987 and is obsolete and therefore needs to be replaced.

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

Section 1. Parkville Municipal Code Chapter 300, Section 300.010 is hereby amended to add the following definitions:

ABANDONED PROPERTY

Any unattended motor vehicle, trailer, all-terrain vehicle, outboard motor or vessel removed or subject to removal from public or private property as provided in Title III, whether or not operational. For any vehicle towed away from the scene of an accident at the request of law enforcement and not retrieved by the vehicle's owner within five (5) days of the accident, the agency requesting the tow shall be required to write an abandoned property report or criminal inquiry or inspection report.

TOWING COMPANY

Any person or entity which tows, removes or stores abandoned property.

Section 2. Parkville Municipal Code Chapter 370 entitled "Removal of Vehicles" is hereby repealed.

Section 3. Parkville Municipal Code Chapter 370 "Removal of Vehicles and Property" is newly created to read as follows:

Section 370.010. Abandoning Motor Vehicle, Other Personal Property Prohibited.

- A. No person shall abandon a motor vehicle or other personal property on the streets or highways of this City.
- B. No person shall place or abandon a vehicle or other personal property on any public or private property without the expressed or implied consent of the owner or person in lawful possession or control of such property.

Section 370.020. Obstructing the Flow of Traffic Prohibited.

Except in the case of an accident resulting in the injury or death of any person, the driver of a vehicle which for any reason obstructs the regular flow of traffic on the roadway of any public road or State highway shall make every reasonable effort to move the vehicle or have it moved so as not to block the regular flow of traffic. Any person who fails to comply with the requirements of this Section is guilty of an ordinance violation

Section 370.030. Towing of Abandoned Property on Public Real Property.

- A. Any Public Safety Official, or an official of the City where the City's real property is concerned, may authorize a towing company to remove to a place of safety:
1. Any abandoned property on the right-of-way of:
 - a. Any interstate highway or freeway in an urbanized area of the City left unattended for ten (10) hours, or immediately if a Police Official determines that the abandoned property is a serious hazard to other motorists;
 - b. Any interstate highway or freeway outside of an urbanized area of the City left unattended for twenty-four (24) hours, or after four (4) hours if a Public Safety Official determines that the abandoned property is a serious hazard to other motorists;
 - c. Any State highway, other than an interstate highway or freeway outside of an urbanized area, left unattended for more than twenty-four (24) hours; provided that commercial motor vehicles referred to in Subparagraphs (a-c) not hauling waste designated as hazardous under 49 U.S.C. 5103(a) may only be removed under this Section to a place of safety until the owner or owner's representative has had a reasonable opportunity to contact a towing company of choice; or
 - d. Any State highway, other than an interstate highway or freeway in an urbanized area, left unattended for more than ten (10) hours.
 2. Any unattended abandoned property illegally left standing upon any highway or bridge if the abandoned property is left in a position or under such circumstances as to obstruct the normal movement of traffic where there is no reasonable indication that the person in control of the property is arranging for its immediate control or removal.
 3. Any abandoned property which has been abandoned under Section 370.010 herein or Section 577.080, RSMo.
 4. Any abandoned property which has been reported as stolen or taken without consent of the owner.
 5. Any abandoned property for which the person operating such property is arrested for an alleged offense for which the officer takes the person into custody where such person is unable to arrange for the property's timely removal.
 6. Any abandoned property which due to any other State law or City ordinance is subject to towing because of the owner's outstanding traffic or parking violations.
 7. Any abandoned property left unattended in violation of a State law or City ordinance where signs have been posted giving notice of the law or where the violation causes a safety hazard.
 8. Any abandoned property illegally left standing on the waters of this State as defined in Section 306.010, RSMo., where the abandoned property is obstructing the normal movement of traffic, or where the abandoned property has been unattended for more than ten (10) hours or is floating loose on the water.

9. Any abandoned property for which the person operating such property or vehicle eludes arrest for an alleged offense for which the officer would have taken the offender into custody.
- B. When the Police Department authorizes a tow pursuant to this Section in which the abandoned property is moved from the immediate vicinity, it shall complete a crime inquiry and inspection report.
- C. Any City agency other than the Police Department authorizing a tow under this Section where property is towed away from the immediate vicinity shall report the tow to the Police Department within two (2) hours of the tow, along with a crime inquiry and inspection report.

Section 370.040. Towing of Abandoned Property on Private Real Property.

- A. *Generally.* The City, including the City Police Department, may tow motor vehicles from real property which are deemed a public safety hazard pursuant to Section 220.020 or are derelict, junk, scrapped, disassembled or otherwise harmful to the public health. The City shall perform such tow pursuant to the terms of Section 370.050. When a City agency other than the Police Department authorizes a tow under this Subsection, it shall report the tow to the Police Department within two (2) hours with a crime inquiry and inspection report.
- B. *Towing Authorized by City Police Department.* If a person abandons property on any real property owned by another without the consent of the owner or person in possession of the real property, at the request of the person in possession of the real property, any City police officer may authorize a towing company to remove such abandoned property from the property in the following circumstances:
 1. The abandoned property is left unattended for more than forty-eight (48) hours; or
 2. In the judgment of a Police Officer, the abandoned property constitutes a safety hazard or unreasonably interferes with the use of the real property by the person in possession.
- C. *Towing Authorized by Real Property Owner, Lessee or Property or Security Manager.*
 1. The owner of real property or lessee in lawful possession of the real property or the property or security manager of the real property may authorize a towing company to remove abandoned property or property parked in a restricted or assigned area without authorization by a Law Enforcement Officer only when the owner, lessee or property or security manager of the real property is present. A property or security manager must be a full-time employee of a business entity. An authorization to tow pursuant to this Subsection may be made only under any of the following circumstances:
 - a. *Sign.* There is displayed, in plain view at all entrances to the property, a sign not less than seventeen (17) by twenty-two (22) inches in size, with lettering not less than one (1) inch in height, prohibiting public parking and indicating

that unauthorized abandoned property or property parked in a restricted or assigned area will be removed at the owner's expense, disclosing the maximum fee for all charges related to towing and storage, and containing a twenty-four (24) hour staffed emergency information telephone number by which the owner of the abandoned property or property parked in a restricted or assigned area may call to receive information regarding the location of such owner's property.

- b. *Unattended or owner-occupied residential property.* The abandoned property is left unattended or owner-occupied residential property with four (4) residential units or less and the owner, lessee or agent of the real property in lawful possession has notified the City Police Department, and ten (10) hours have elapsed since that notification.
 - c. *Unattended or other private real property.* The abandoned property is left unattended on private real property and the owner, lessee or agent of the real property in lawful possession of real property has notified the City Police Department, and ninety-six (96) hours have elapsed since that notification.
2. Pursuant to this Section, any owner or lessee in lawful possession of real property that requests a towing company to tow abandoned property without authorization from a City Police Officer shall at that time complete an abandoned property report which shall be considered a legal declaration subject to criminal penalty pursuant to Section 575.060, RSMo. The report shall be in the form designed, printed and distributed by the Missouri Director of Revenue and shall contain the following:
- a. The year, model, make and abandoned property identification number of the property, and the owner and any lienholders, if known;
 - b. A description of any damage to the abandoned property noted by owner, lessee or property or security manager in possession of the real property;
 - c. The license plate or registration number and the State of issuance, if available;
 - d. The physical location of the property and the reason for requesting the property to be towed;
 - e. The date the report is completed;
 - f. The printed name, address and telephone number of the owner, lessee or property or security manager in possession of the real property;
 - g. The towing company's name and address;
 - h. The signature of the towing operator;
 - i. The signature of the owner, lessee or property or security manager attesting to the facts that the property has been abandoned for the time required by this Section and that all statements on the report are true and correct to the

best of the person's knowledge and belief and that the person is subject to the penalties for making false statements;

- j. Space for the name of the law enforcement agency notified of the towing of the abandoned property and for the signature of the Law Enforcement Official receiving the report; and
 - k. Any additional information the Missouri Director of Revenue deems appropriate.
3. Any towing company which tows abandoned property without authorization from the City Police Department pursuant to Subsection (B) of this Section shall deliver a copy of the abandoned property report to the City Police Department. The copy may be produced and sent by facsimile machine or other device which produces a near exact likeness of the print and signatures required, but only if the City Police Department has the technological capability of receiving such copy and has registered the towing company for such purpose. The report shall be delivered within two (2) hours if the tow was made from a signed location pursuant to Subsection (C)(1)(a) of this Section, otherwise the report shall be delivered within twenty-four (24) hours.
 4. The City Police Department, after receiving such abandoned property report, shall record the date on which the abandoned property report is filed with the Police Department and shall promptly make an inquiry into the National Crime Information Center (NCIC) and any statewide Missouri law enforcement computer system to determine if the abandoned property has been reported as stolen. The Police Department shall enter the information pertaining to the towed property into the statewide law enforcement computer system and a Police Officer shall sign the abandoned property report and provide the towing company with a signed copy.
 5. The City Police Department, after receiving notification that abandoned property has been towed by a towing company, shall search the records of the Missouri Department of Revenue and provide the towing company with the latest owner and lienholder information on the abandoned property, and if the tower has online access to the Department of Revenue's records, the tower shall comply with the requirements of Section 304.155, RSMo. If the abandoned property is not claimed within ten (10) working days, the towing company shall send a copy of the abandoned property report signed by a Law Enforcement Officer to the Department of Revenue.
 6. No owner, lessee or property or security manager of real property shall knowingly authorize the removal of abandoned property in violation of this Section.
 7. Any owner of any private real property causing the removal of abandoned property from that real property shall state the grounds for the removal of the abandoned property if requested by the registered owner of that abandoned property. Any towing company that lawfully removes abandoned property from private property with the written authorization of the property owner or the property owner's agent who is present at the time of removal shall not be held responsible in any situation relating to the validity of the removal. Any towing

company that removes abandoned property at the direction of the landowner shall be responsible for:

- a. Any damage caused by the towing company to the property in the transit and subsequent storage of the property; and
 - b. The removal of property other than the property specified by the owner of the private real property from which the abandoned property was removed.
- D. *Damage to Property.* The owner of abandoned property removed from private real property may recover for any damage to the property resulting from any act of any person causing the removal of, or removing, the abandoned property.
- E. *Real Property Owner Liability.* Any owner of any private real property causing the removal of abandoned property parked on that property is liable to the owner of the abandoned property for double the storage or towing charges whenever there has been a failure to comply with the requirements of this Chapter.
- F. *Written Authorization Required – Delegation of Authority to Tow.*
1. Except for the removal of abandoned property authorized by the City Police Department pursuant to this Section, a towing company shall not remove or commence the removal of abandoned property from private real property without first obtaining written authorization from the real property owner. All written authorizations shall be maintained for at least one (1) year by the towing company.
 2. General authorization to remove or commence removal of abandoned property at the towing company's discretion shall not be delegated to a towing company or its affiliates except in the case of abandoned property unlawfully parked within five (5) feet of a fire hydrant or in a fire lane designated by a Fire Department or the State Fire Marshal.
- G. *Towing Company Liability.* Any towing company, or any affiliate of a towing company, which removes, or commences removal of, abandoned property from private property without first obtaining written authorization from the property owner or lessee, or any employee or agent thereof, who is present at the time of removal or commencement of the removal, except as permitted in Subsection (F) of this Section, is liable to the owner of the property for four (4) times the amount of the towing and storage charges, in addition to any applicable ordinance violation penalty, for a violation of this Section.

Section 370.050. General Provisions and Procedures.

- A. *Payment of charges.* The owner of the abandoned property removed as provided in this Chapter shall be responsible for payment of all reasonable charges for towing and storage of such abandoned property.
- B. *Crime inquiry and inspection report.* Upon towing of any abandoned property pursuant to Sections 370.030 and 370.040 or under authority of a Public Safety Official or local governmental agency pursuant to Sections 370.030 and 370.040, the Public Safety Department, where it authorized such towing or was properly notified by another governmental agency of such towing, shall promptly make an inquiry with

the National Crime Information Center (NCIC) and any statewide Missouri law enforcement computer system to determine if the abandoned property has been reported as stolen and shall enter the information pertaining to the towed property into the statewide law enforcement computer system. If the abandoned property is not claimed within ten (10) working days of the towing, the tower who has online access to the Department of Revenue's records shall make an inquiry to determine the abandoned property owner and lienholder, if any, of record. In the event that the records of the Department of Revenue fail to disclose the name of the owner or any lienholder of record, the tower shall comply with the requirements of Subsection (3) of Section 304.156, RSMo. If the tower does not have online access, the Police Department shall submit a crime inquiry and inspection report to the Missouri Director of Revenue. The Police Department shall also provide one (1) copy of the report to the storage facility and one (1) copy to the towing company. A towing company that does not have online access to the department's records and that is in possession of abandoned property after ten (10) working days shall report such fact to the Police Department. The crime inquiry and inspection report shall be designed by the Director of Revenue and shall include the following:

1. The year, model, make and property identification number of the property and the owner and any lienholders, if known;
 2. A description of any damage to the property noted by the Police Official authorizing the tow;
 3. The license plate or registration number and the State of issuance, if available;
 4. The storage location of the towed property;
 5. The name, telephone number and address of the towing company;
 6. The date, place and reason for the towing of the abandoned property;
 7. The date of the inquiry of the National Crime Information Center, any statewide Missouri law enforcement computer system, and any other similar system which has titling and registration information to determine if the abandoned property had been stolen. This information shall be entered only by the Police Department;
 8. The signature and printed name of the Police Official authorizing the tow;
 9. The name of the towing company, the signature and printed name of the towing operator and an indicator disclosing whether the tower has online access to the department's records; and
 10. Any additional information the Missouri Director of Revenue deems appropriate.
- C. *Reclaiming property.* The owner of such abandoned property, or the holder of a valid security interest of record, may reclaim it from the towing company upon proof of ownership or valid security interest of record and payment of all reasonable charges for the towing and storage of the abandoned property.

- D. *Lienholder repossession.* If a lienholder repossesses any motor vehicle, trailer, all-terrain vehicle, outboard motor or vessel without the knowledge or cooperation of the owner, then the reposessor shall notify the Police Department within two (2) hours of the repossession and shall further provide the Public Safety Department with any additional information the Police Department deems appropriate. The Police Department shall make an inquiry with the National Crime Information Center and the Missouri statewide law enforcement computer system and shall enter the repossessed vehicle into the statewide law enforcement computer system.
- E. *Notice to Owner/Tow Lien Claim.* Any towing company which comes into possession of abandoned property pursuant to this Chapter and who claims a lien for recovering, towing or storing abandoned property shall give notice to the title owner and to all persons claiming a lien thereon, as disclosed by the records of the Missouri Department of Revenue or of a corresponding agency in any other State. The towing company shall notify the owner and any lienholder within ten (10) business days of the date of mailing indicated on the notice sent by the Missouri Department of Revenue pursuant to Section 304.156, RSMo., by certified mail, return receipt requested. The notice shall contain the following:
1. The name, address and telephone number of the storage facility;
 2. The date, reason and place from which the abandoned property was removed;
 3. A statement that the amount of the accrued towing, storage and administrative costs are the responsibility of the owner, and that storage and/or administrative costs will continue to accrue as a legal liability of the owner until the abandoned property is redeemed;
 4. A statement that the storage firm claims a possessory lien for all such charges;
 5. A statement that the owner or holder of a valid security interest of record may retake possession of the abandoned property at any time during business hours by providing ownership or rights to a secured interest and paying all towing and storage charges;
 6. A statement that, should the owner consider that the towing or removal was improper or not legally justified, the owner has a right to request a hearing as provided in this Section to contest the propriety of such towing or removal;
 7. A statement that if the abandoned property remains unclaimed for thirty (30) days from the date of mailing the notice, title to the abandoned property will be transferred to the person or firm in possession of the abandoned property, free of all prior liens; and
 8. A statement that any charges in excess of the value of the abandoned property at the time of such transfer shall remain a liability of the owner.
- F. *Physical search of property.* In the event that the Missouri Department of Revenue notifies the towing company that the records of the Department of Revenue fail to disclose the name of the owner or any lienholder of record, the towing company shall attempt to locate documents or other evidence of ownership on or within the abandoned property itself. The towing company must certify that a physical search of

the abandoned property disclosed no ownership documents were found and a good faith effort has been made. For purposes of this Section, "good faith effort" means that the following checks have been performed by the company to establish the prior State of registration and title:

1. Check of the abandoned property for any type of license plates, license plate record, temporary permit, inspection sticker, decal or other evidence which may indicate a State of possible registration and title;
 2. Check the law enforcement report for a license plate number or registration number if the abandoned property was towed at the request of a law enforcement agency.
 3. Check the tow ticket/report of the tow truck operator to see if a license plate was on the abandoned property at the beginning of the tow, if a private tow; and
 4. If there is no address of the owner on the impound report, check the law enforcement report to see if an out-of-state address is indicated on the driver license information.
- G. *Petition in Circuit Court.* The owner of the abandoned property removed pursuant to this Chapter or any person claiming a lien, other than the towing company, within ten (10) days after the receipt of notification from the towing company pursuant to Subsection (E) of this Section may file a petition in the Associate Circuit Court in the County where the abandoned property is stored to determine if the abandoned property was wrongfully taken or withheld from the owner. The petition shall name the towing company among the defendants. The petition may also name the agency ordering the tow or the owner, lessee or agent of the real property from which the abandoned property was removed. The Missouri Director of Revenue shall not be a party to such petition but a copy of the petition shall be served on the Director of Revenue, who shall not issue title to such abandoned property pursuant to this Section until the petition is finally decided.
- H. *Notice to Owner.* Notice as to the removal of any abandoned property pursuant to this Chapter shall be made in writing within five (5) working days to the registered owner and any lienholder of the fact of the removal, the grounds for the removal and the place to which the property has been removed by either.
1. The public agency authorizing the removal; or
 2. The towing company where authorization was made by an owner or lessee of real property.
If the abandoned property is stored in any storage facility, a copy of the notice shall be given to the operator of the facility. The notice provided for in this Section shall include the amount of mileage available shown on the abandoned property at the time of removal.
- I. *Tow Truck Requirements.* Any towing company which tows abandoned property for hire shall have the towing company's name, city and state clearly printed in letters at least three (3) inches in height on the sides of the truck, wrecker or other vehicle used in the towing.

- J. *Storage Facilities.* Persons operating or in charge of any storage facility where the abandoned property is stored pursuant to this Chapter shall accept cash for payment of towing and storage by a registered owner of the owner's agent claiming the abandoned property.
- K. *Disposition of Towed Property.* Notwithstanding the provisions of Section 301.227, RSMo., any towing company who has complied with the notification provisions in Section 304.156, RSMo., including notice that any property remaining unredeemed after thirty (30) days may be sold as scrap property, may then dispose of such property as provided in this Subsection. Such sale shall only occur if at least thirty (30) days have passed since the date of such notification, the abandoned property remains unredeemed with no satisfactory arrangements made with the towing company for continued storage, and the owner or holder of a security agreement has not requested a hearing as provided in Section 304.156, RSMo. The towing company may dispose of such abandoned property by selling the property on a bill of sale as prescribed by the Director of Revenue to a scrap metal operator or licensed salvage dealer for destruction purposes only. The towing company shall forward a copy of the bill of sale provided by the scrap metal operator or licensed salvage dealer to the Director of Revenue within two (2) weeks of the date of such sale. The towing company shall keep a record of each such vehicle sold for destruction for three (3) years that shall be available for inspection by law enforcement and authorized Department of Revenue officials. The record shall contain the year, make, identification number of the property, date of sale, and name of the purchasing scrap metal operator or licensed salvage dealer and copies of all notifications issued by the towing company as required in this Chapter. Scrap metal operators or licensed salvage dealers shall keep a record of the purchase of such property as provided in Section 301.227, RSMo. Scrap metal operators and licensed salvage dealers may obtain a junk certificate as provided in Section 301.227, RSMo., on vehicles purchased on a bill of sale pursuant to the Section.

Section 370.060. Maximum Charges.

- A. A towing company may only assess reasonable storage charges for abandoned property towed without consent of the owner. Reasonable storage charges shall not exceed the charges for vehicles which have been towed with the consent of the owner on a negotiated basis. Storage charges may be assessed only for the time in which the towing company complies with the procedural requirements of this Chapter.
- B. The Board of Aldermen may from time to time establish maximum reasonable towing, storage and other charges which can be imposed by towing and storage companies operating within the City and which are consistent with this Chapter and with Sections 304.155 to 304.158, RSMo. Any violation of said established maximum charges shall be deemed in violation of this Section.
- C. A towing company may impose a charge of not more than one-half (1/2) of the regular towing charge for the towing of abandoned property at the request of the owner of private real property or the owner's agent returns the abandoned property before it is removed from the private real property. The regular towing charge may only be imposed after the abandoned property has been removed from the property and is in transit.

Section 370.070. Sale of Abandoned Property by City.

When the City has physical possession of the abandoned property, it may sell the abandoned property in accordance with its established provisions and regulations and may transfer ownership by means of a bill of sale signed by the City Clerk and sealed with the official City Seal. Such bill of sale shall contain the make and model of the abandoned property, the complete abandoned property identification number, and the odometer reading of the abandoned property, if available, and shall be lawful proof of ownership for any dealer registered under the provisions of Section 301.218, RSMo., or Section 301.560, RSMo., or for any other person.

Section 370.080. Tow Vehicles and Accident Scene.

A. No owner of a tow vehicle or tow vehicle operator shall:

1. Stop, stand or park a tow vehicle at a location where an accident has occurred to solicit business unless:
 - a. The owner of the tow vehicle or tow vehicle operator has been requested by the Police Officer in charge at the location where an accident has occurred; or
 - b. The owner of a tow vehicle or tow operator has been requested by one (1) of the operators, owner or agent of the vehicles involved in the accident; or
 - c. The owner of a tow vehicle or tow operator has been requested by the dispatcher or the Police Officer in charge at the location where an accident has occurred.
2. Remain at the location where an accident has occurred after being directed to leave by a Police Officer.
3. Fail to provide any Police Officer, upon request, at the location where an accident has occurred with the name and telephone number of the person requesting the tow truck operator or the dispatcher's name and serial number requesting the tow truck operator.

B. Failure by the owner of a tow vehicle or tow vehicle operator to provide the Police Officer's name and serial number or the Police Officer's dispatcher's name and serial number or the name and telephone number of the operator of the vehicle involved in the traffic accident requesting the tow truck operator to be present at the scene of the accident to any Police Officer shall be prima facie evidence that the owner of a tow vehicle or tow vehicle operator had not been requested to stop, stand or park a tow vehicle at a location where an accident occurred.

Section 370.090. Solicitation of Tow Business.

No person shall, while at the scene of a fire or traffic accident, solicit any person for the purpose of procuring towing business or authorization or for an agreement for hire or for a fee to tow, lift, extract or push any vehicle, nor any engine starting, nor any roll back pick up or recovery, nor transportation of any vehicle.

Section 4. This ordinance is effective upon its passage and approval.

PASSED and APPROVED this 17th day of January 2017.

Mayor Nanette K. Johnston

ATTESTED:

City Clerk Melissa McChesney

CITY OF PARKVILLE

Policy Report

Date: Thursday, December 22, 2016

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Tim Blakeslee
Assistant to the City Administrator

ISSUE:

Request to approve a change order with Westland Construction for the sanitary sewer repair at 9th and Main streets.

BACKGROUND:

On November 28, 2016, Public Works staff discovered a small sewer leak on the street in front of 900 Main Street. Upon further evaluation, staff determined that the sewer main needed to be repaired. The City previously contracted with Westland Construction to perform the manhole and sewer repairs associated with the Downtown Sewer Repair project. Staff negotiated a scope and fee to install a manhole at the repair location. On December 6, 2016, the Interim City Administrator approved Change Order #1 in the amount of \$8,000 as a sewer emergency expense for the initial sewer repair.

While working on the initial sewer repair, the contractor cut into the clay tile pipe to televise the line. The contractor found that there was an additional break approximately 35 feet downstream of the initial repair location. The second site was excavated and it was found that a pipe repair was needed. On December 22, 2016, the Interim City Administrator approved Change Order #2 in the amount of \$8,000 as a sewer emergency expense for the second sewer repair.

While working on the second sewer repair, staff determined the need for the relocation of the pipe due to the condition of the existing pipe. In addition to the relocation of the pipe, installation of a manhole immediately downstream of the second repair location is necessary to repair the sewer main. The cost to perform the third repair is approximately \$20,000 for the pipe repair and installation of a manhole structure.

BUDGET IMPACT:

The 2017 Capital Improvements Program (CIP) for the Sewer Fund includes \$164,000 for Line Repairs. Staff will keep a close eye on expenses throughout the year because this emergency repair is happening so early in 2017. The 2017 CIP includes the rebuild of two clarifier drives in an estimated amount of \$15,000. This project could be deferred until 2018 to allow capacity in the budget for this emergency expense, if necessary.

ALTERNATIVES:

1. Approve the change order with Westland Construction.
2. Do not approve the change order.
3. Provide other direction to staff to meet the desires of the Board of Aldermen.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends that the Board of Aldermen approve the change order with Westland Construction for the pipe repair and manhole installation at the third sewer repair location on Main Street.

ITEM 4C
For 01-03-17
Board of Aldermen Meeting

FINANCE COMMITTEE RECOMMENDATION:

Due to the observed City holiday, the Finance Committee meeting on Monday, December 26, 2016 was cancelled. Due to the time sensitive nature of the repair, staff believes it was necessary to bring this item to the Board of Aldermen for discussion instead of waiting an additional 2 weeks until the next Finance Committee meeting and subsequent board meeting.

POLICY:

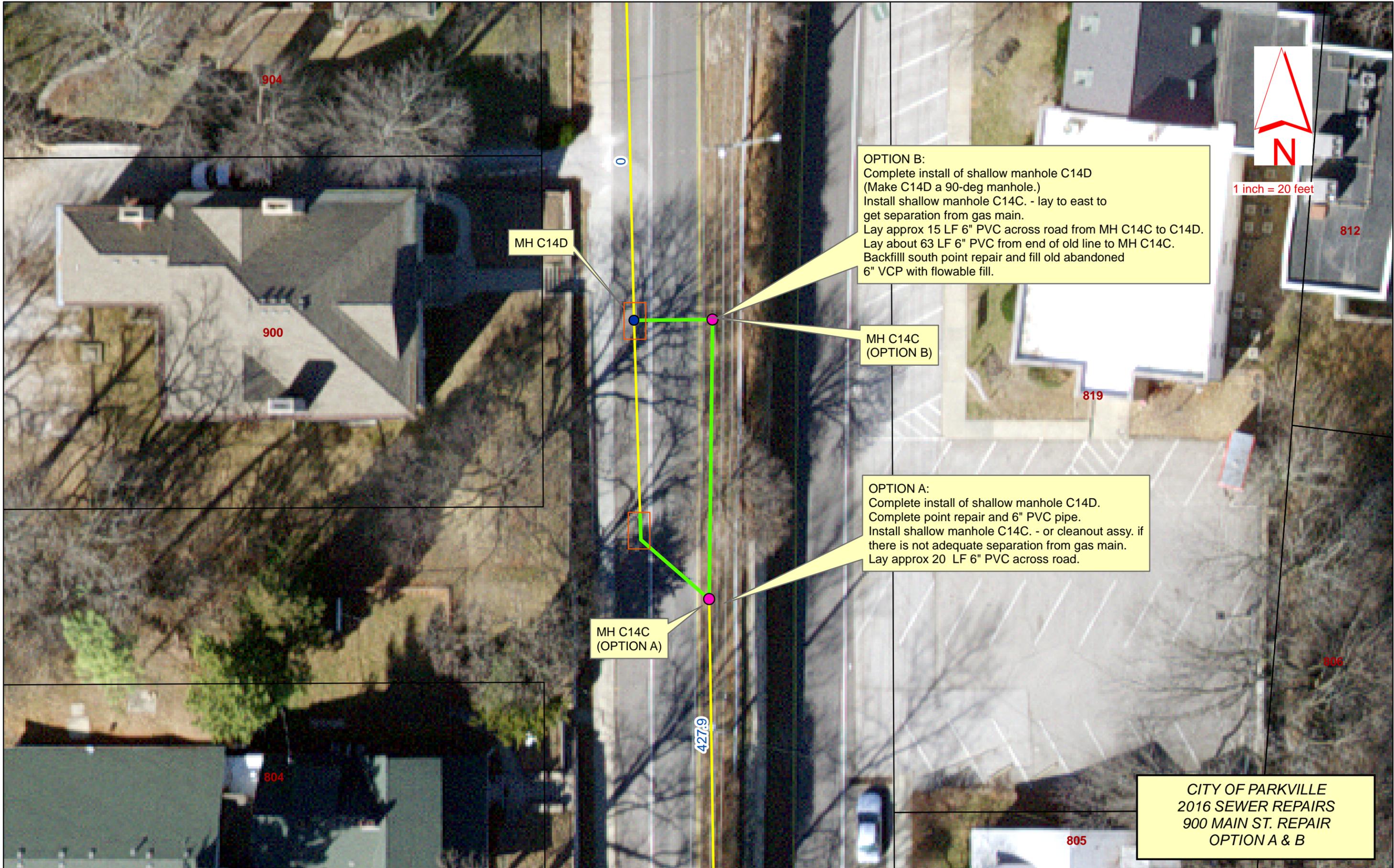
The Purchasing Policy, Resolution No. 10-02-14, requires the Board of Aldermen to approve all purchases above \$10,000 upon recommendation of the Finance Committee.

SUGGESTED MOTION:

I move to approve Change Order No. 3 with Westland Construction in the amount of \$20,000 for the sewer repair at 9th and Main streets.

ATTACHMENTS:

1. Project Map
2. Change Order No. 3



904

900

MH C14D

OPTION B:
Complete install of shallow manhole C14D (Make C14D a 90-deg manhole.)
Install shallow manhole C14C. - lay to east to get separation from gas main.
Lay approx 15 LF 6" PVC across road from MH C14C to C14D.
Lay about 63 LF 6" PVC from end of old line to MH C14C.
Backfill south point repair and fill old abandoned 6" VCP with flowable fill.

MH C14C (OPTION B)



1 inch = 20 feet

812

819

OPTION A:
Complete install of shallow manhole C14D.
Complete point repair and 6" PVC pipe.
Install shallow manhole C14C. - or cleanout assy. if there is not adequate separation from gas main.
Lay approx 20 LF 6" PVC across road.

MH C14C (OPTION A)

806

427.9

804

805

**CITY OF PARKVILLE
2016 SEWER REPAIRS
900 MAIN ST. REPAIR
OPTION A & B**

Change Order

PROJECT:
Downtown Sewer Repairs

CHANGE ORDER NUMBER: Three (3)
DATE: January 3, 2017

TO CONTRACTOR:
Westland Construction, Inc.
20510 63rd Street
Basehor, KS 66007

PROJECT NO.: SANSWR2016
CONTRACT DATE: Sept. 20, 2016

THE CONTRACTOR IS CHANGED AS FOLLOWS:

The original Contract Sum was	\$ <u>117,000.00</u>
The net change by previously authorized Change Orders	\$ <u>16,000.00</u>
The Contract Sum prior to this Change Order was	\$ <u>133,000.00</u>
The Contract Sum will be increased/ decreased by this Change Order in the amount of	\$ <u>20,000.00</u>
The new Contract Sum including this Change Order will be	\$ <u>153,000.00</u>

The Contract Time will be increased by 0 days.
The date of Substantial Completion as of the date of this Change Order therefore is: Jan. 25, 2017

This Change Order represents a complete and final resolution of all matters concerning or arising out of the work described in the Change Order, including any impact, delay, disruption and/or acceleration of work unless specifically identified herein.

Description of Work Added: Perform open cut point repair and installation of one additional shallow-type sanitary sewer manhole, located in the southbound lane shoulder at address 900 Main Street, Parkville, MO 64152, in location indicated by Owner. Depth is approximately 3.5 feet. Manhole installation and repair includes pavement cutting, excavation, replacement of 6" PVC pipe, bedding, backfilling, saw-cutting, street pavement restoration, traffic control, and other associated work. If relocation of existing utilities is required, this work will be done by Others or under a separate amendment to the Contract.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

WESTLAND CONSTRUCTION, INC.
CONTRACTOR (*Firm name*)

CITY OF PARKVILLE, MISSOURI
OWNER (*Firm Name*)

20510 163RD Street, Basehor, KS 66007
ADDRESS

8880 Clark Avenue, Parkville, MO 64162
ADDRESS

BY (Signature)

CHARLES L. BREUER
(*Typed name*)

BY (Signature) – Nanette K. Johnston,
Mayor

DATE

DATE

CITY OF PARKVILLE

Policy Report

Date: Friday, December 23, 2016

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Tim Blakeslee
Assistant to the City Administrator

ISSUE:

Adopt an ordinance for a stop sign and “Do Not Block Intersection” sign on Julian Drive.

BACKGROUND:

QuikTrip recently opened on the southeast corner of Highway 9 and Highway 45. Near the end of construction, a concern was raised by the Missouri Department of Transportation (MoDOT) Traffic Engineer about the safety of the intersection at Julian Drive and the private drive that serves the church, bank and QuikTrip. Due to the increased volume of traffic generated from the new development, the MoDOT Traffic Engineer thought that additional traffic controls were needed at this intersection.

Staff worked directly with our on-call traffic engineer, George Butler Associates (GBA), to discuss and investigate MoDOT’s concern. GBA agreed that additional signage would improve the safety of that intersection, they recommended placing stop signs at both intersections to further control the traffic flows. The conclusion from the city’s on-call traffic engineer was that a stop sign would be necessary on Julian Drive at two locations: (1) south of the private drive intersection and (2) west of the private drive intersection. Further, since the location of the private drive intersection is too close to Hwy 45, an additional sign that reads “Do Not Block Intersection” was necessary.

Staff’s recommendation is for the Board of Aldermen to accept and authorize the signs, which allows enforcement of the city’s traffic ordinances via the City Code for a violation of the signs. The signs were installed in November 2016, with the intention to bring the signs to the Board of Aldermen for acceptance as soon as possible after installation. To promote public safety, staff believed that having unenforceable signs in place (for a short period of time), was better than not having anything at all. The time period before Board of Aldermen acceptance has also given the residents of the area time to get used to the new sign placement. Staff has only received one complaint about the placement of the sign since its installation.

BUDGET IMPACT:

There is no budget impact to this action. Traffic signs in Riss Lake are installed and maintained by the Riss Lake Homes Association.

ALTERNATIVES:

1. Adopt an ordinance for the installation of a “Stop” sign and “Do Not Block Intersection” sign on Julian Drive.
2. Reject the ordinance.
3. Provide alternative direction to staff.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends the adoption of the ordinance for the signage. The signs were installed prior to the grand opening of QuikTrip. Staff will evaluate the effectiveness of the traffic in this area

ITEM 4D
For 01-03-17
Board of Aldermen Meeting

and make adjustments as necessary. Since the signage is already in place, staff recommends performing the first and second reading at the same meeting.

POLICY:

Parkville Municipal Code Section 315.010 states that “the Board of Aldermen shall authorize the placement and maintenance of traffic control signs, signals and devices which would make effective the provision of the traffic ordinances.”

SUGGESTED MOTION:

I move to approve Bill No. _____, an ordinance approving the installation of a “Stop” sign and “Do Not Block Intersection” sign on Julian Drive, on first reading.

I move to approve Bill No. _____ on second reading by title only to become Ordinance No. _____.

ATTACHMENTS:

1. Proposed Ordinance
2. Location Map
3. Photos

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE INSTALLATION OF A “STOP” SIGN AND “DO NOT BLOCK INTERSECTION” SIGN AT JULIAN DRIVE

WHEREAS, RSMo 300.130 grants the city traffic engineer the authority to place and maintain traffic control devices in a municipality; and

WHEREAS, the city traffic engineer reviewed the placement of the “Stop” sign and “Do Not Block Intersection” sign on Julian Drive, map attached hereto as Exhibit A, and determined that the signs were warranted based on the safety concerns in this area; and

WHEREAS, Parkville Municipal Code Section 315.010 designates authority to the Board of Aldermen for the placement and maintenance of traffic control signs, signals and devices.

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

Section 1. A “Stop” sign and “Do Not Block Intersection” sign were installed on Julian Drive.

Section 2. The City shall maintain the traffic control sign.

Section 3. This ordinance is effective upon the placement of the sign as authorized.

PASSED and APPROVED this 3rd day of January 2017.

Mayor Nanette K. Johnston

ATTESTED:

City Clerk Melissa McChesney

**Exhibit A
Location Map**





CITY OF PARKVILLE

Policy Report

DATE: Thursday, December 22, 2016

PREPARED BY:
Stephen Lachky
Community Development Director

REVIEWED BY:
Kirk Davis
Interim City Administrator

ISSUE:

Approve the second reading of an ordinance to approve a Conditional Use Permit to operate an office use of low traffic generation at 8904 NW Hwy 45 in Parkville, MO in an "R-1" Single-Family Residential District. Case PZ16-21; By the Blade, applicant.

BACKGROUND:

By The Blade is a landscaping service company in Parkville, MO that provides outdoor landscape design services. The applicant is proposing to operate a business generally located east of N Melody Lane and north of NW 64th Street along Hwy 45 in Parkville at 8904 NW Highway 45, Parkville, MO. The subject property — Platte County parcel number 20-6.0-23-400-003-013.000 (0.28 acres, more or less) — is located within a City "R-1" Single-Family Residential District. The previous use of the property at 8904 NW Highway 45 was a real estate office, which had been operating under a CUP approved by the Board of Aldermen on October 21, 2003 via Ordinance No. 2094 (Case No. PZ03-34). This CUP is no longer valid due to the proposed change in use of the property.

On December 13, 2016, the Planning and Zoning Commission held a public hearing to consider the application for CUP (see Attachment 2). The Commission discussed the merits of the application, character of the neighborhood and the zoning and uses of nearby properties, suitability of the subject property for the uses to which it is restricted and the extent to which allowing the proposed use through a CUP may affect nearby properties, relative gain to the public's health, safety and welfare as compared to the hardship of the individual property owner of the subject property, adequacy of public utilities and other needed public services, and consistency with the City's adopted Master Plan and applicable City codes. Staff analysis documents presented to the commission at the December 13, 2016 public hearing are included as Attachments 4 and 5.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Commission concluded the proposed use was in the interest of the public health, safety, morals, and general welfare of the community; concurred with staff's conclusions and recommendation; and unanimously voted (8 to 0) to recommend the Board of Aldermen approve the CUP, subject to conditions, including:

- The length of the Conditional Use Permit shall be 20 years.
- Any lighting shall avoid glare, night-glow, and spillover onto abutting properties.
- Any illuminated signage shall not cause a direct glare of light upon occupants of neighboring properties, or upon drivers of vehicles traveling the public streets.
- *Administrative staff approval of a future sign permit for the subject property, consistent with the City's signage regulations.*
- *No outdoor storage of equipment, materials or inventory on the subject property.*

Conditions shown in italics are additional conditions recommended by staff and the Planning and Zoning Commission at the December 13, 2016 public hearing. Conditions shown in italics

and underlined are additional conditions recommended by the Board of Aldermen at their December 20, 2016 regular meeting.

STAFF RECOMMENDATION:

Staff recommends the Board of Aldermen approve the second reading of the ordinance for a CUP to operate an office use of low traffic generation at 8904 NW Hwy 45 in Parkville, MO as recommended by the Planning and Zoning Commission and subject to staff and Board of Aldermen conditions.

BUDGET IMPACT:

With the exception of application and permit fees collected, there is no immediate budget impact. Long-term impacts would be realized from changes in property taxes and sales taxes collected from the site and proposed development, and impacts to the same for area properties and other businesses.

ALTERNATIVES:

1. Approve second reading of an ordinance approving the CUP as submitted, recommended by the Planning and Zoning Commission and subject to staff and Board of Aldermen conditions.
2. Approve second reading of an ordinance, subject to changes directed by the Board of Aldermen.
3. Deny the application for CUP.
4. Postpone the item.

POLICY:

Per Parkville Municipal Code, Section 470.010 and Chapter 483, the Conditional Use Permit is to be approved by the Board of Aldermen by ordinance, after the Planning and Zoning Commission considers the proposal at a public hearing and forwards their recommendation. The Board of Aldermen must approve two readings of the ordinance to become effective. Rule 5, *Agendas*, of the Board's adopted Rules of Order, states "*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.*"

"Office uses of low traffic generation such as real estate, accounting, law, dental, financial services, and those similar in nature in residential districts that front and have access to a State highway" are permitted in City districts via a CUP, "when found to be in the interest of the public health, safety, morals, and general welfare of the community." Before a CUP can be approved, preliminary plans in sufficient detail — and a statement as to the proposed use of the buildings, structures, and premises — are required to be submitted and presented to the Planning and Zoning Commission for consideration. The Commission is required to hold a public hearing — as provided in Parkville Municipal Code, Title IV, Chapter 483 — and review such plans and statements, and after a careful study thereof, submit a recommendation to the Board of Aldermen within thirty (30) days following said hearing. Following receipt of the Commission's report, the Board of Aldermen may, within the specifications herein provided, permit such buildings, structures, or uses where requested, provided that the public health, safety, morals, and general welfare will not be adversely affected, that ample off-street parking facilities will be provided, and that necessary safeguards will be provided for the protection of surrounding property, persons, and neighborhood values.

SUGGESTED MOTION:

I move to approve Bill No. 2911, an ordinance approving a conditional use permit to operate an office use of low traffic generation at 8904 NW Hwy 45 in Parkville, Missouri, subject to staff and Board of Aldermen conditions, on second reading to become Ordinance No. ____.

ATTACHMENTS:

1. Proposed Ordinance
2. Application for Conditional Use Permit
3. Subject Area Property Map
4. Photos of subject property
5. Staff Analysis presented to Planning and Zoning Commission on December 13, 2016
6. Conceptual imagery of monument signage

PUBLIC COMMENTS RECEIVED:

No written comments were received by the Community Development Department prior to the December 13, 2016 public hearing.

ADDITIONAL EXHIBITS BY REFERENCE:*

1. Parkville Municipal Code, Title IV, Chapter 470: *Supplementary Use Regulations – Conditional Uses* (<http://www.ecode360.com/27902588>)
2. Parkville Municipal Code, Title VI, Chapter 410: *“R-1” Single-Family District Regulations* (<http://www.ecode360.com/27901196>)
3. Parkville Municipal Code, Title IV: *Zoning Code* in its entirety (<http://www.ecode360.com/PA3395-DIV-05>)
4. Parkville Master Plan (<http://parkvillemo.gov/departments/community-development-department/master-plan/>)
5. Notice of public hearing; published in the Platte County Citizen newspaper
6. Notice of public hearing summary; mailed via certified mail to all property owners within 185 ft. of the subject property
7. Summary of Public Hearing posted on Parkville City webpage (<http://parkvillemo.gov/public-hearings/>)
8. Hearing notice published on the Parkville City webpage (<http://parkvillemo.gov/download/public-hearing-notices/PZHearingSummary121316.pdf>)
9. Case No. PZ03-34 - Application for Conditional Use Permit
10. Ordinance No. 2094

*Printed copies of referenced materials may be provided on request. Original materials are available for viewing at Parkville City Hall.

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT TO OPERATE AN OFFICE USE OF LOW TRAFFIC GENERATION AT 8904 NW HWY 45 IN PARKVILLE, MISSOURI IN AN “R-1” SINGLE-FAMILY RESIDENTIAL DISTRICT

WHEREAS, Patrick Vogt of By The Blade submitted an application for Conditional Use Permit (CUP) to operate an office use of low traffic generation at 8904 NW Hwy 45 in Parkville, Missouri (Case No. PZ16-21); and

WHEREAS, the Parkville Municipal Code permits office uses of low traffic generation such as real estate, accounting, law, dental, financial services, and those similar in nature in residential districts that front and have access to a State highway in City districts via a CUP when found to be in the interest of the public health, safety, morals, and general welfare of the community; and

WHEREAS, By The Blade, a landscape service company in Parkville, Missouri that provides outdoor landscape design services is seeks to relocate their offices to a location along Hwy 45 with more vehicular traffic and better visibility; and

WHEREAS, By The Blade intends to continue storing their landscape equipment at an off-site location; and

WHEREAS, By The Blade intends to make building and landscaping improvements on the subject property, and reface or replace existing signage with a new sign; and

WHEREAS, a public hearing was held on December 13, 2016 at Parkville City Hall and the Planning and Zoning Commission recommended unanimous approval of the application for CUP (Case No. PZ16-21), subject to conditions, by a vote of 8-0; and

WHEREAS, the Board of Aldermen concurs with the Planning Commission’s conclusions and accepts their recommendation.

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

SECTION 1. The application for a Conditional Use Permit to operate an office use of low traffic generation at 8904 NW Hwy 45 in Parkville, Missouri (Case No. PZ16-21), is hereby approved, subject to conditions by the Board of Aldermen, including:

- The length of the Conditional Use Permit shall be 20 years.
- Any lighting shall avoid glare, night-glow, and spillover onto abutting properties.
- Any illuminated signage shall not cause a direct glare of light upon occupants of neighboring properties, or upon drivers of vehicles traveling the public streets.
- Administrative staff approval of a future sign permit for the subject property, consistent with the City’s signage regulations.
- No outdoor storage of equipment, materials or inventory on the subject property.

SECTION 2. The CUP shall be effective for 20 years from the effective date.

SECTION 3. This ordinance shall be effective immediately upon its passage.

PASSED and APPROVED this 3rd day of January 2017.

Mayor Nanette K. Johnston

ATTESTED:

City Clerk Melissa McChesney



Application #: P216-21
 Date Submitted: 11/10/16
 Public Hearing: 12/13/16
 Date Approved: _____

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

Application for Conditional Use Permit (CUP)

1. Applicant / Contact Information

Applicant(s)

Name: By The Blade
 Address: 7014 NW Kerns Dr.
 City, State: Parkville MO 64152
 Phone: 816 505 0444 Fax: _____
 E-mail: _____

Engineer / surveyor(s) preparing legal desc.

Name: _____
 Address: _____
 City, State: _____
 Phone: _____ Fax: _____
 E-mail: _____

Owner(s), if different from applicant

Name: _____
 Address: _____
 City, State: _____
 Phone: _____ Fax: _____
 E-mail: _____

Contact Person

Name: Patrick Vogt
 Address: 7014 NW Kerns Dr
 City, State: Parkville MO 64152
 Phone: 816 215 3696 Fax: _____
 E-mail: patrick@bythebladekc.com

We, the undersigned, do hereby authorize the submittal of this application and associated documents and certify that all information contained therein is true and correct. We acknowledge that rezoning in the City of Parkville is subject to the Municipal Code of the City of Parkville. We do hereby agree to abide by and comply with the above-mentioned codes, and further understand that any violations from the provisions of such or from the conditions as stated herein shall constitute cause for fines, punishments and revocation of approvals as applicable.

Applicant's Signature (Required) Pat Vogt Date: 11/9/16

Property Owner's Signature (Required) _____ Date: _____

2. Proposed Conditional Use (see also Checklist of required submittals)

Proposed use: Office Requested length of permit 20 years
 Description: Office for Landscaping Business
 Proposed days and hours of operation: Mon-Friday 7am-5pm

3. Property Information (see also Checklist of required submittals)

Property address / general location: 8904 NW Highway 45

Parcel ID Number: 20-5 0-22-100-004-005-000 zoning: Residential - R1 Single Family
 Present use of the property: Former real estate office, currently vacant
 Length of use (or vacancy): _____

3. Neighboring land uses and zoning

Describe the existing land use and zoning on the surrounding properties:

<u>Existing Land Use</u>	<u>Existing Zoning</u>
North: <u>Residential</u>	
South: <u>Commercial - Parkville Commons</u>	
East: <u>School - Craden Elem.</u>	
West: <u>Residential/Commercial</u>	

Attach a narrative addressing: the general character of the surrounding properties; the effects of the proposed use on nearby property; the suitability of the site for the proposed use; adequacy of area roads, public utilities and public services necessary to serve the use; consistency with the City's adopted Master Plan; and any other information relevant to the application.

5. Checklist of required submittals

- Completed application, including all required details and supporting data.
- Nonrefundable application fee of \$300.00. Separately, the applicant will be billed to recover costs for required publication and certified notice to adjacent property owners.
- List of names and addresses of all property owners within 185' of the property.
- Complete written and graphical legal description of subject property in paper and electronic formats, an area map showing the subject property and surrounding major features including roads.
- A site plan showing property boundaries, existing and proposed topography, structures, parking utilities, landscaping, signage, facades and other site features related to the proposed CUP.
- Authorized signature of the applicant and property owner.

For City Use Only

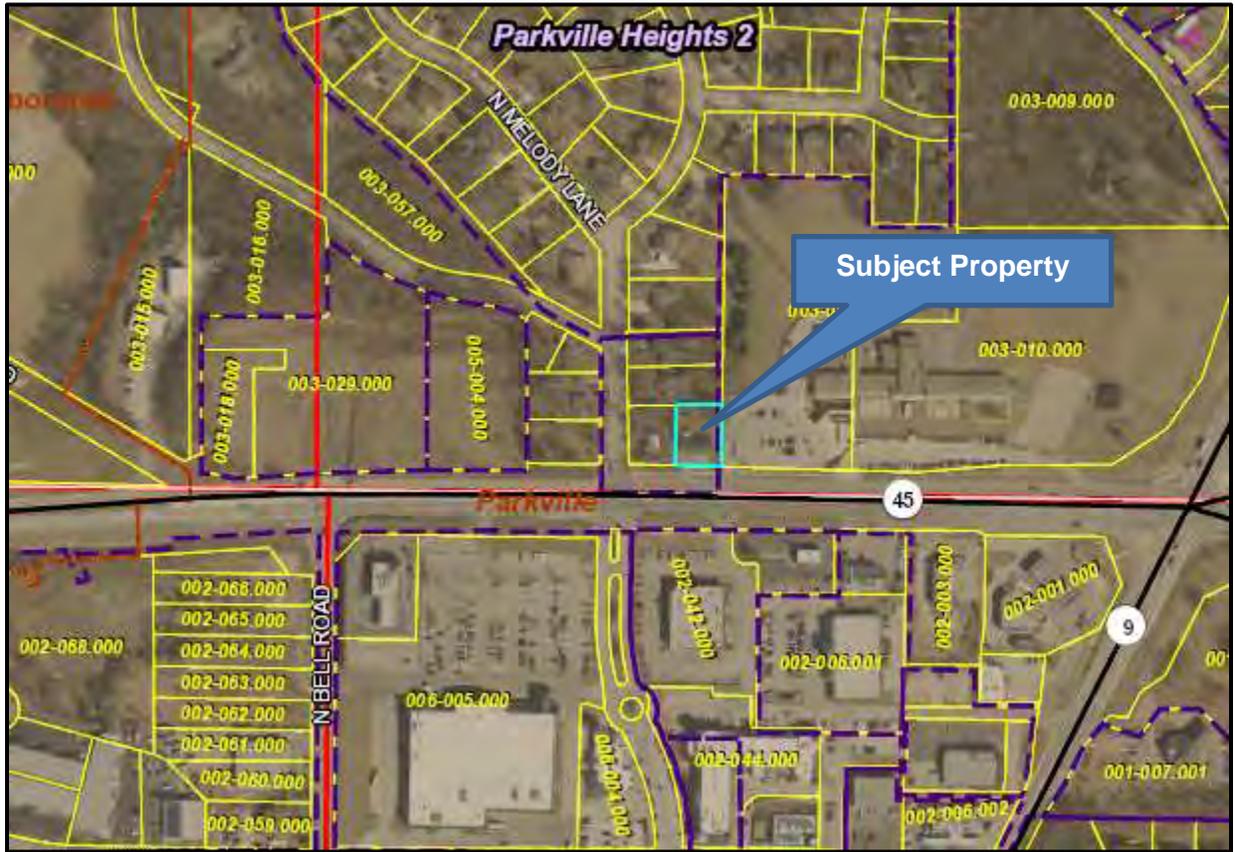
Application accepted as complete by: _____
 Name/Title _____ Date _____

Application fee payment: Check # _____ M.O. _____ Cash
 Final reimbursable costs paid (if applicable). Date of Action: _____

Planning Commission Action: Approved Approved with Conditions Denied Date of Action: _____
 Conditions if any: _____

Board of Aldermen Action: Approved Approved with Conditions Denied Date of Action: _____
 Conditions if any: _____

Subject Area Property Map





8904 NW Hwy 45 – View facing northeast



8904 NW Hwy 45 – View facing east



8904 NW Hwy 45 – View facing northwest



8904 NW Hwy 45 – View facing northeast



8904 NW Hwy 45 – View facing west



Staff Analysis

- Agenda Item: **4.B**
- Proposal: Application for Conditional Use Permit (CUP) to operate an office use of low traffic generation at 8904 NW Hwy 45 in Parkville, MO in an “R-1” Single-Family Residential District.
- Case No: PZ16-21
- Applicant: By the Blade
- Owners: Vogt, Patrick
- Location 8904 NW Hwy 45
- Zoning: “R-1” Single-Family Residential
- Parcel #s: Platte County parcel number 20-6.0-23-400-003-013.000
- Exhibits: A. This Staff Analysis
 B. Application for Conditional Use Permit
 C. Subject Area Property Map
 D. Photos of subject property
 E. Additional exhibits as may be presented at the public hearing
- By Reference: A. Parkville Municipal Code, Title IV, Chapter 470: *Supplementary Use Regulations – Conditional Uses*
 (<http://www.ecode360.com/27902588>)
 B. Parkville Municipal Code, Title VI, Chapter 410: *“R-1” Single-Family District Regulations* (<http://www.ecode360.com/27901196>)
 C. Parkville Municipal Code, Title IV: *Zoning Code* in its entirety
 (<http://www.ecode360.com/PA3395-DIV-05>)
 D. Parkville Master Plan (<http://parkvillemo.gov/departments/community-development-department/master-plan/>)
 E. Notice of public hearing; published in the Platte County Citizen newspaper
 F. Notice of public hearing summary; mailed via certified mail to all property owners within 185 ft. of the subject property
 G. Summary of Public Hearing posted on Parkville City webpage
 (<http://parkvillemo.gov/public-hearings/>)
 H. Hearing notice published on the Parkville City webpage
 (<http://parkvillemo.gov/download/public-hearing-notices/PZHearingSummary121316.pdf>)
 I. Case No. PZ03-34 - Application for Conditional Use Permit

Comments

Received: No written comments have been received by the Community Development Department as of the completion of this staff analysis on December 5, 2016.

Overview

By The Blade (the applicant) is a landscaping service company in Parkville, MO that provides outdoor landscape design services. The applicant is proposing to operate a business generally located east of N Melody Lane and north of NW 64th Street along Hwy 45 in Parkville at 8904 NW Highway 45, Parkville, MO. The subject property — Platte County parcel number 20-6.0-23-400-003-013.000 (0.28 acres, more or less) — is located within a City “R-1” Single-Family Residential District. The previous use of the property at 8904 NW Highway 45 was a real estate office, which had been operating under a CUP approved by the Board of Aldermen on October 21, 2003 via ordinance no. 2094 (Case No. PZ03-34); this CUP is no longer valid due to the proposed change in use of the property.

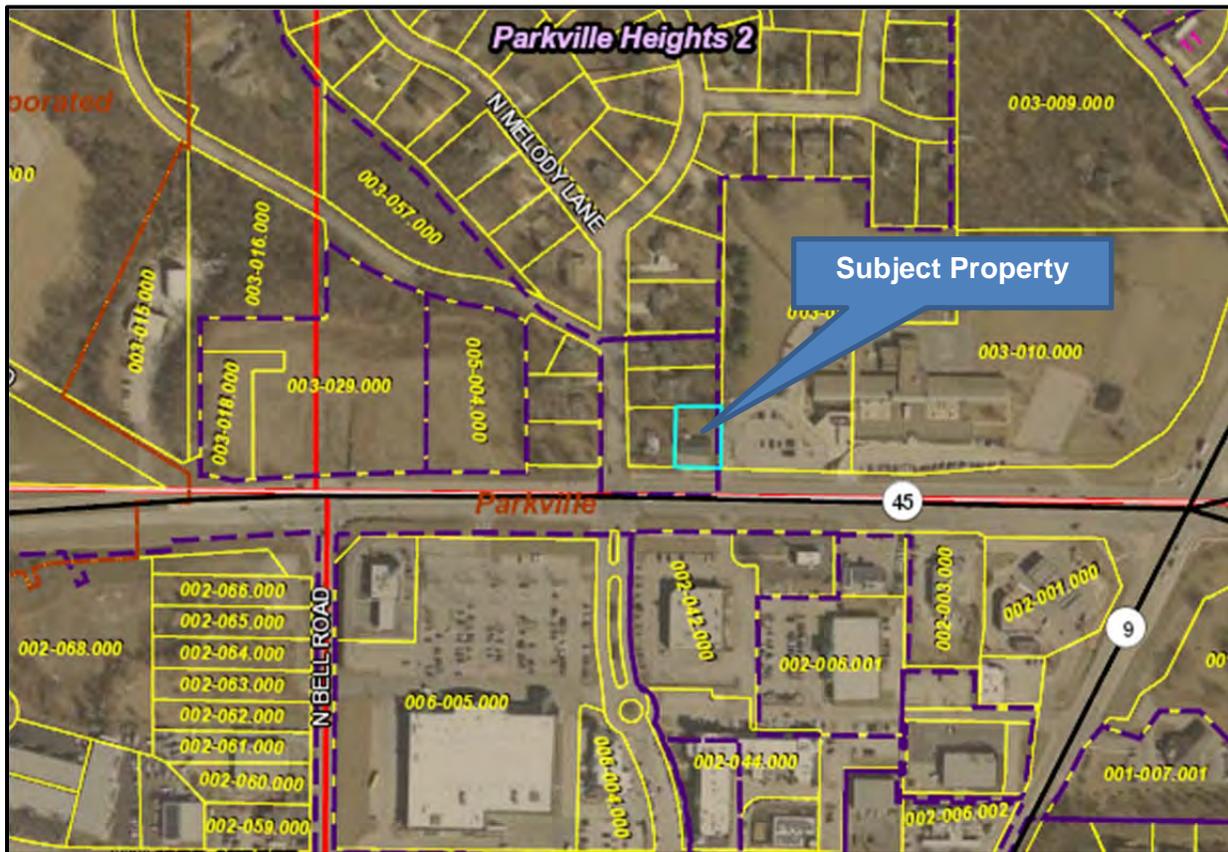


Exhibit C: Subject Area Property Map

General Review and Analysis

Parkville Municipal Code, Title IV, Chapter 470: *Supplementary Use Regulations – Conditional Uses* permits the use of “Office uses of low traffic generation such as real estate, accounting, law, dental, financial services, and those similar in nature in residential districts that front and have access to a State highway”, via a CUP, “*When found to be in the interest of the public health, safety, morals, and general welfare of the community.*” Preliminary plans in sufficient detail — and a statement as to the proposed use of the buildings, structures, and premises — are required to be submitted and presented to the Planning and Zoning Commission for consideration. The Commission is required to hold a public hearing and review such plans and statements, and after a careful study thereof, submit a recommendation to the Board of Aldermen within thirty (30) days following said hearing. Per Section 470.010, “*Following receipt of the Commission’s report, the Board of Aldermen may, within the specification herein provided, permit such buildings, structures, or uses where requested, provided that the public health, safety, morals, and general welfare will not be adversely affected, that ample off-street parking facilities will be provided, and that necessary safeguards will be provided for the protection of surrounding property, persons, and neighborhood values.*”

The application has been reviewed against Parkville’s Zoning Code regulations, including the applicable CUP regulations, “R-1” district requirements, and *Parkville Master Plan* and its adopted future land use projections. Per Section 483.030, a notice of public hearing was published in a newspaper in general circulation in the City, surrounding property owners within one-hundred and eight-five (185) ft. of the subject property were notified of the time, place and nature of the public hearing via certified mail, and a sign was posted on the subject property (in view from the public right-of-way) announcing the time, place and nature of the public hearing. No written comments have been received by the Community Development Department as of the completion of this staff analysis on November 18, 2016.

CUP Matters for Consideration

Although the Parkville Municipal Code does not define how the Planning and Zoning Commission shall determine if a proposed CUP is appropriate, the Commission has previously considered the following matters as a guide, as advised by staff and legal counsel. The following are staff’s findings and conclusions.

1. The character of the neighborhood and the zoning and uses of nearby properties.

The subject property is located along and fronts Hwy 45, a Missouri state highway, in the Parkville Heights neighborhood across the roadway from the Parkville Commons Shopping Center. The subject property is zoned “R-1” Single-Family District and is adjacent to Parkville Heights residential properties (“R-1”) to the north, Graden Elementary School (“R-1”) to the east, Wallgreens and other Parkville Commons Shopping Center commercial businesses (“B-4” Planned Business District) to the south, and Parkville heights residential properties (“R-1”) and Apex Plaza vacant property (“B-4”) to the west.

The purpose of the “R-1” district is to, “*provide for single-family residential development of low population density and relatively more spacious character together with such public buildings, schools, churches, public recreational facilities and accessory uses, as may be necessary or are normally compatible with residential surroundings. The district is located to protect existing development of high character and contains vacant land considered appropriate for such development in the future.*”

2. The suitability of the subject property for the uses to which it is restricted and the extent to which allowing the proposed use through a CUP may affect nearby properties.

The property was originally developed as a single-family residence with access via Hwy 45. Over the years, the highway was paved and expanded from two lanes to four lanes, as the roadway exists today. Because access to the property is off of Hwy 45 and not through the Parkville Heights neighborhood, staff views this property as a transitional use between Parkville Heights and the Parkville Commons Shopping Center. In the past, the City has approved non-residential uses, such as the proposed office use, in transition zones. Any conditions applied to the CUP should attempt to address the potential adverse impacts of the proposed use on adjacent properties. Examples of conditions used in the past include landscape buffers, open space and other features.

Most recent use of the property at 8904 NW Highway 45 was a real estate office, which had been operating under a CUP approved by the Board of Aldermen on October 21, 2003 via ordinance no. 2094 (Case No. PZ03-34), subject to conditions. Some of the conditions included: Signage being limited to a lighted monument sign of no more than 30 sq. feet; lighting being limited to the front façade, and parking areas and being shielded to direct no light or glare outside of those areas; vegetation shown on the submitted plans maintained at a height of 3' prior to and after occupation of the buildings; and the applicant placing up to 7 parking spaces on the site.

3. The relative gain to the public's health, safety and welfare as compared to the hardship of the individual property owner of the subject property.

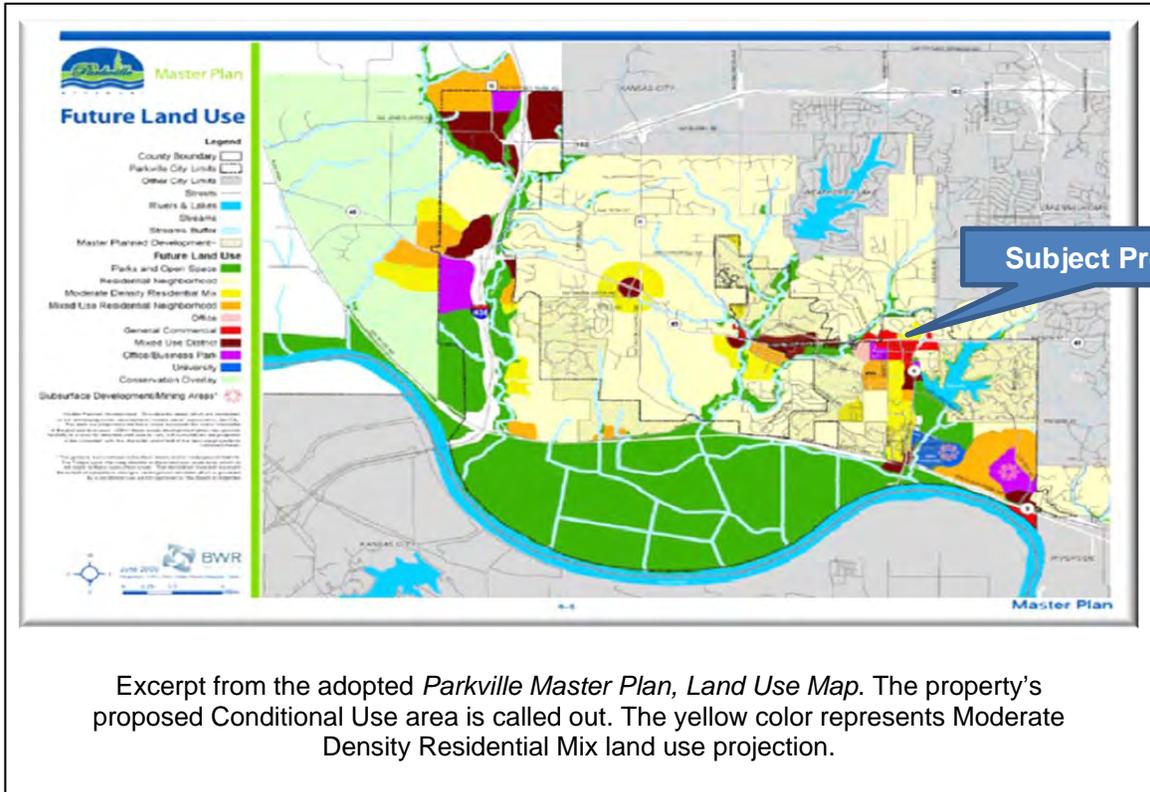
The proposed Conditional Use Permit does not appear to have any impacts on other public health, safety and welfare considerations, including the ability to respond with public and emergency services including police and fire and the ability to maintain the peace. 8904 NW Highway 45 is currently developed and the applicant proposes to utilize the existing building on the property; thus, there appears to be no significant impact or burden on emergency services.

4. The adequacy of public utilities and other needed public services

The subject property and existing building at 8904 NW Highway 45 is currently served by public utilities (e.g., water, sewer, electricity) and services (e.g., police protection, fire protection); therefore, additional utility/service extensions are not needed. Further, the proposed use for the subject property should not have a significant impact on other public utilities or services.

5. Consistency with the City's adopted master plan and applicable City Code.

The City's adopted *Parkville Master Plan* projects Moderate Density Residential Mix for the subject property. This land use is primarily intended for single-family development, supported by a variety of other building types where appropriate, at densities up to eight units per acre. Small lot or cluster single-family development, and attached residential development primarily consisting of two-unit houses, townhomes, multiplexes, and garden apartment/condo dwellings may be intermixed within the single-family development to provide for greater housing diversity and choice.



Although office uses of low traffic generation are not specifically addressed in the Moderate Density Residential Mix land use, the projection allows for, “a variety of other building types where appropriate, at densities up to eight units per acre,” which may include non-residential, transitional uses.

Staff Conclusion and Recommendation

Staff concludes that the application meets the minimum applicable standards and regulations; the CUP is consistent with the character of existing development, zoning and uses of nearby properties; the subject property is suited to the proposed use via a CUP and little, if any, negative impact is anticipated on surrounding properties; the CUP allows for a transitional use between the Parkville Heights neighborhood and Parkville Commons Shopping Center; the CUP does not appear to have any impacts on the public’s health, safety and welfare; the CUP appears to have no significant impact or burden on emergency services; the subject property is currently served by public utilities and other needed services; and although office uses of low traffic generation are not specifically addressed in the Moderate Density Residential Mix land use projections in the *Parkville Master Plan*, the proposed use can serve as a variety of other building types that provides a non-residential, transitional use.

Following review, staff recommends approval of the CUP based on the merits of the application and the findings and conclusions in this report. Additionally, staff recommends approval of the CUP, subject to the following conditions:

- The length of the Conditional Use Permit shall be 20 years.
- Any lighting shall avoid glare, night-glow, and spillover onto abutting properties.

- Any illuminated signage shall not cause a direct glare of light upon occupants of neighboring properties, or upon drivers of vehicles traveling the public streets.
- Any other conditions the Planning and Zoning Commission determines are necessary.

It should be noted that the recommendation contained in this report is made without knowledge of facts, public comments or any additional information which may be presented during the public hearing. For that reason, the conclusions herein are subject to change as a result of evaluating additional information; additionally, staff reserves the right to modify or confirm the conclusions and recommendations herein based on consideration of any additional information that may be presented.

Necessary Action

Following consideration of the CUP, supporting information, associated exhibits, factors discussed above and any testimony presented during the public hearing, the Planning and Zoning Commission should recommend approval, approval with conditions, denial, or postpone the application for further consideration. If approved subject to conditions, the conditions should be noted for the record. Unless postponed, the Planning Commission's action will be forwarded to the Board of Aldermen for final action.

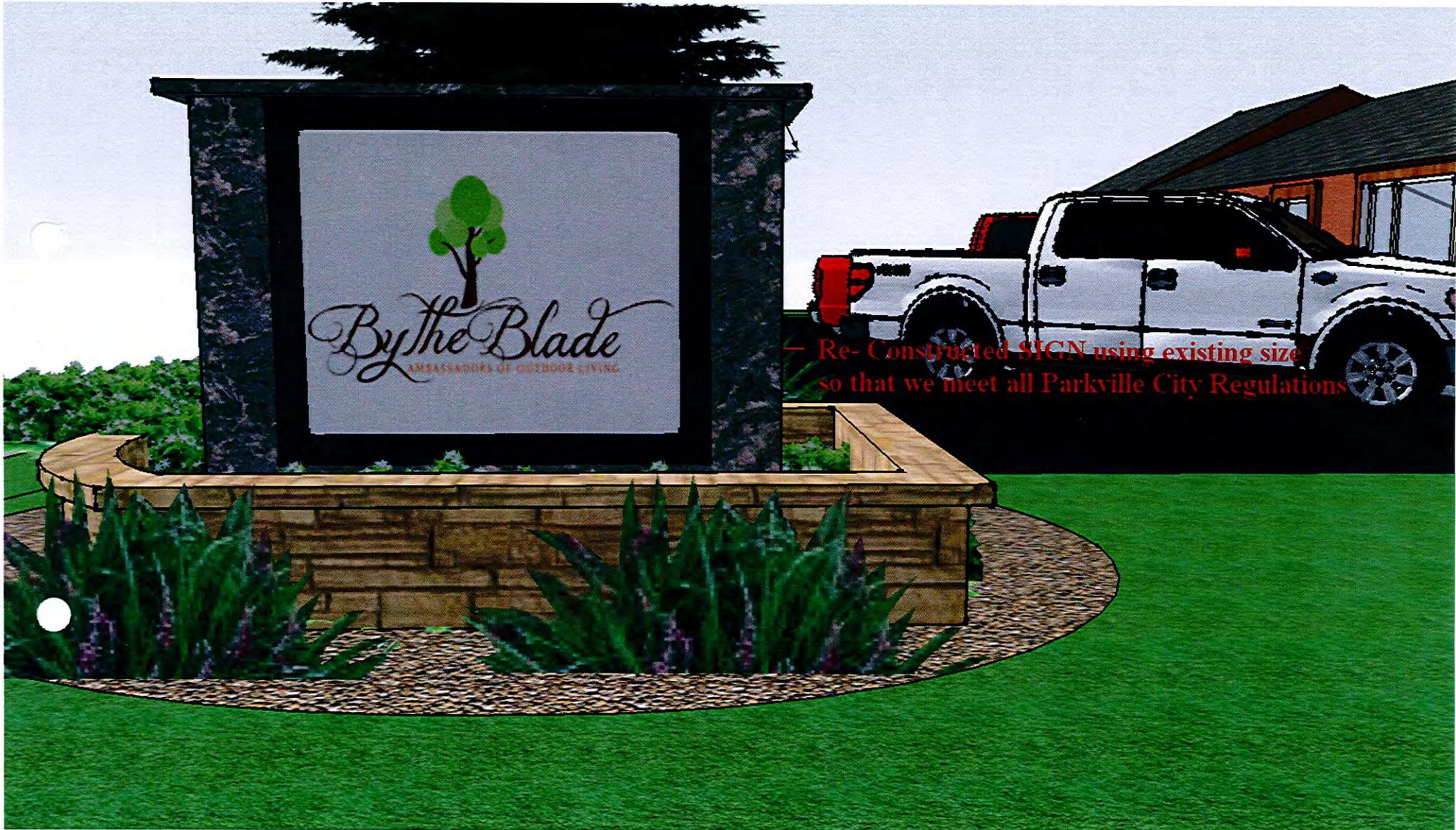
End of Memorandum



12-05-2016

Stephen Lachky, AICP
Community Development Director

Date



— Re-Constructed SIGN using existing size so that we meet all Parkville City Regulations



2016 CODE ENFORCEMENT REVIEW

Board of Aldermen

Community Development Department – Staff Update

January 3, 2016

CODE ENFORCEMENT

- Generally pertains to property maintenance and upkeep.
- Compliance with our Municipal Code can maintain the appearance and function of a neighborhood.

Lack of Code Enforcement



BACKGROUND

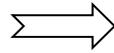
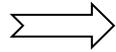
- Adopted the **Parkville Property Maintenance Code** on February 2, 2016 via Ordinance No. 2837.
 - Combined and reorganized all revisions and references throughout our Municipal Code.
 - Applies to all residential and non-residential structures and premises to ensure public health, safety and welfare.
 - Covers structures, garbage, light, ventilation and occupancy, plumbing facilities, mechanical and electrical equipment, and fire safety requirements.
 - Designates code official as enforcer of provisions.



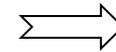
Violation Process



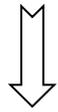
Violation identified



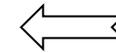
Property inspected



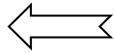
Owner's contacted



Owner complies with order



Issue is resolved by court or Abatement



Judgment & order



Notices issued



COMMON CODE VIOLATIONS

- Uncut grass
- General property maintenance
- Broken windows or doors
- Unstable accessory structures
- Trash or junk in yards
- Signs (placement, type and number)
- Work without a permit
- Outdoor storage (appliances and equipment)



VIOLATION OF TRASH PLACED ON DAY OTHER THAN SCHEDULED PICKUP



VIOLATION OF TRASH PLACED ON PUBLIC WALKWAYS OR SIDEWALKS



VIOLATION OF OUTDOOR STORAGE (ITEMS NOT DESIGNED, MADE AND/OR INTENDED FOR USE OUTDOORS)



VIOLATION OF OUTDOOR STORAGE (INOPERABLE VEHICLE)



VIOLATION OF EXTERIOR STRUCTURE NOT MAINTAINED IN GOOD CONDITION



VIOLATION OF TEMPORARY SIGN WITHOUT A PERMIT

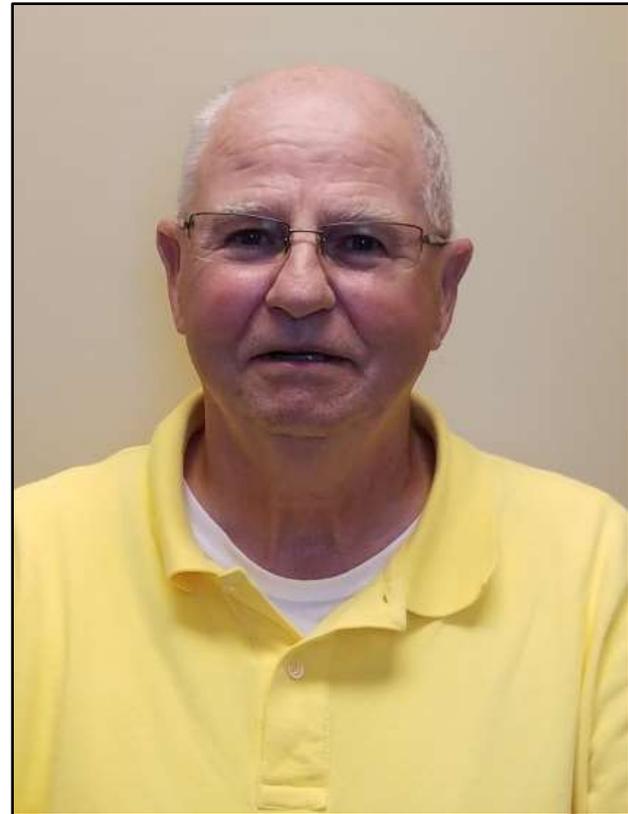


VIOLATION OF A CHIMNEY NOT MAINTAINED IN GOOD REPAIR



CHANGES IN 2016

- Created part-time **Code Enforcement Officer** position.
 - Previously work was shared between Building Official and Building Inspector, before designated to full-time Department Assistant
 - More time devoted solely to code enforcement
 - More proactive approach vs. reactive.
- **James Hare**
 - Previously worked as an inspector for Parkville, Riverside, and most recently North Kansas City
 - Missouri Association of Code Enforcement (MACE)
 - International Code Council (ICC) certified Building Inspector
 - ICC certified Code Enforcement Officer



CHANGES IN 2016

○ Online Reporting Form

- Citizens can now go online and report violations by type and upload photos.
- <http://parkvillemo.gov/code-complaint-system/>
- **43 submissions online to-date.**



YEAR IN REVIEW

○ 2016

- Outdoor storage_____15
- Grass and weeds_____9
- Temporary sign permit_____8
- Fences and retaining walls_____3
- Chimneys and towers_____3
- Roofs and drainage_____3
- Garbage and rubbish_____8
- No business license_____1
- Renting room in residential_____1
- Conditional uses_____2
- Public nuisance_____2
- Electrical_____1
- Exterior maintenance_____2
- Parking_____1
- Motor vehicles_____1
- **Total**_____62

○ 2015

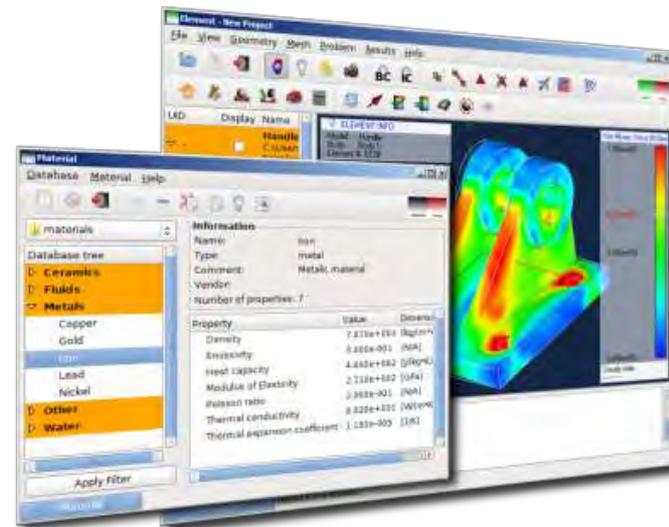
- 33
- 14
- 4
- 0
- 0
- 0
- 8
- 1
- 1
- 0
- 0
- 1
- 12
- 0
- 0
- 74



FUTURE IMPROVEMENTS

○ Software

- Staff has budgeted \$15,000 in 2018 CIP Budget for Building Permit Software to track permits, inspections and reporting.
- Staff intends to research and explore Code Enforcement Software to better manage a database and track violations.



THANK YOU

- **Mayor & Board of Aldermen**
- **Community Development Department**
 - Stephen Lachky, Community Development Director
 - James Hare, Code Enforcement Officer
 - Paul Giarratana, Building Official
 - Ed Gault, Building Inspector
 - Shakedra Knight, Department Assistant
- **Public Works Department**
 - Alysen Abel, Public Works Director
 - Kevin Blair, Construction Inspector
- **Municipal Court**
 - Kevin Humiston, Municipal Judge
 - Andrew Coulson, City Prosecutor
 - Toni Rizzuti, Court Clerk
- **Administration**
 - Kirk Davis, Interim City Administrator
 - Tim Blakeslee, Assistant to City Administrator

