



Notes: At 5:30 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, March 1, 2016 7:00 pm
City Hall Boardroom

Next numbers: Bill No. 2868 / Ord. No. 2838

1. CALL TO ORDER

- A. Roll Call
- B. Pledge of Allegiance

2. CITIZEN INPUT

3. MAYOR'S REPORT

4. CONSENT AGENDA

- A. Approve the minutes for the February 16, 2016, regular meeting
- B. Receive and file the January sewer report
- C. Receive and file the Semi-Annual Financial Report for the second half of 2015 and direct City Administration to publish
- D. Approve a retail liquor by the drink picnic license for the Main Street Parkville Association for the Parkville Microbrew Fest on April 30, 2016
- E. Accept the public storm sewer improvements and associated maintenance bonds for Apple Blossom Lane
- F. Approve accounts payable from February 11 to February 26, 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."

5. ACTION AGENDA

- A. Approve Resolution No. 16-004 to support an application for the Mid-America Regional Council 2016 Call for Projects for Federal Fiscal Year 2019-2020 federal-aid transportation funding (Administration)
- B. Authorize staff to gather input from a small group and negotiate with the low bidder for the English Landing Park Restroom Project (Public Works)
- C. Authorize staff to negotiate a collection and treatment agreement with Platte County Regional Sewer District for sewer service to West Park Addition, Lot 5 (Public Works)
- D. Approve a construction services agreement with the Deister Company, Inc. for waterline repairs to serve the Wastewater Treatment Plant (Public Works)

6. STAFF UPDATES ON ACTIVITIES

A. Administration

1. Parks Master Plan
2. The Spirit of Brownville

B. Public Works

1. Platte County Outreach Grants

7. COMMITTEE REPORTS & MISCELLANEOUS ITEMS FROM THE BOARD

8. ADJOURN

General Agenda Notes:

The agenda closed at noon on February 25, 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 March 1, 2016.

1. CALL TO ORDER

A regular meeting of the Board of Aldermen was convened at 5:30 p.m. on Tuesday, February 16, 2016, at City Hall located at 8880 Clark Avenue, Parkville, and was called to order by Mayor Nanette K. Johnston. Acting City Clerk Emily Crook called the roll as follows:

Ward 1 Alderman Diane Driver	- present
Ward 2 Alderman Jim Werner	- present
Ward 2 Alderman Dave Rittman	- present (<i>arrived at 5:40 p.m.</i>)
Ward 3 Alderman David Jones	- present
Ward 3 Alderman Douglas Wylie	- present
Ward 4 Alderman Marc Sportsman	- present
Ward 4 Alderman Greg Plumb	- present

A quorum of the Board of Aldermen was present.

The following staff was also present:

- Lauren Palmer, City Administrator
- Kevin Chrisman, Police Chief
- Alysen Abel, Public Works Director
- Matthew Chapman, Finance/Human Resources Director
- Tim Blakeslee, Assistant to the City Administrator
- Stephen Chinn, City Attorney

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

2. CITIZEN INPUT

3. MAYOR'S REPORT

Mayor Johnston said that Officer Tomlin was promoted to sergeant and asked Chief Chrisman to say a few words.

Chief Chrisman introduced Officer Tomlin and said his promotion was effective February 20. He gave a brief history of Officer Tomlin's career and said he had approximately 21 years of experience in the criminal justice system, and had worked for seven years with the City.

4. CONSENT AGENDA

- A. Approve the minutes for the February 2, 2016, regular meeting
- B. Receive and file the January 2016 Municipal Court report
- C. Receive and file the financial report for the month ending January 31, 2016
- D. Receive and file the crime statistics for January through December 2015
- E. Renew an agreement with Northland Lacrosse Club for use of City property generally known as Vikings Field
- F. Approve the purchase of a 2016 Ford F-350 4x4 Super Duty truck from Thoroughbred Ford for the Public Works Department
- G. Approve Resolution No. 16-003 approving and endorsing an application for the Platte County Stormwater Management Grant Program to help fund improvements to the Parkville Athletic Complex detention pond
- H. Approve accounts payable from January 28 to February 11, 2016

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO APPROVE THE CONSENT AGENDA AND RECOMMENDED MOTION FOR EACH ITEM, AS PRESENTED. ALL AYES BY ROLL CALL VOTE: PLUMB, WYLIE, WERNER, DRIVER, JONES AND SPORTSMAN. MOTION PASSED 6-0.

5. ACTION AGENDA

A. Approve a small construction services agreement with Midwest Storm Restoration for the Train Depot roof replacement

Public Works Director Alysén Abel stated that the bid request was released in December 2015 for replacement of the roof at the Train Depot. Bids were received from seven contractors and the low base bidder was Cedaridge Roofing. She said that Midwest Public Risk would reimburse the City for one-half of the low base bid because of the hail damage on the north side of the building and the City would be responsible for the remainder plus the deductible.

Abel said that because there was additional work needed to replace all the decking, staff recommended approval of an agreement with Midwest Storm Restoration. Their base bid was higher but the cost to replace all the decking allowed them to be the low bidder for the entire project. The Finance Committee recommended approval at its meeting on February 8. The original bid document included gutter but, due to the cost of the project, staff recommended replacing the gutters at a later date.

Abel said that the City had a user agreement with Cathy Kline Art Gallery and the Parkville Chamber of Commerce for use of the Train Depot and each was responsible for general upkeep and utilities, including exterior painting. The City was responsible for major repairs and there were some repairs that required contracting with a third party because the work was beyond the expertise of staff.

Abel also provided a history of the Train Depot and repairs that were made since the City took over ownership in 1990. Staff prepared a list of issues that needed to be addressed and some were already completed. Because of a grant, the City was obligated to maintain the depot until 2025 or would be required to reimburse some of the grant funds it was awarded.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO APPROVE THE SMALL CONSTRUCTION SERVICES AGREEMENT WITH MIDWEST STORM RESTORATION FOR THE TRAIN DEPOT ROOF REPLACEMENT IN AN AMOUNT NOT TO EXCEED \$26,125, TO INCLUDE THE FULL REPLACEMENT OF THE DECKING AND EXCLUDING THE GUTTERS. MOTION PASSED 6-1 (ALDERMAN JONES OPPOSED).

6. NON-ACTION AGENDA

A. Consider a request to provide sewer service for West Park Addition, Lot 5, a property outside the city limits

Public Works Director Alysén Abel said that H&H Septic Service Inc. requested sanitary sewer service through the City's sewer system to their property in the West Park Addition, but the property was located within the boundaries of the Platte County Regional Sewer District (PCRS D). Abel said service could be provided to the area by Missouri American Water after the new water plant was constructed in the future. The property was served by a septic system and the request was only for one parcel, but could serve the other five properties located in the development. In addition, the nearest sewer facility was approximately one mile from the property and the adjacent sewer main could be accessed easily.

Abel said that the PCRS D expressed interest in releasing the property from its service area to allow the owner to be serviced by the City's system. Staff consulted with legal counsel and determined that the City could service the area even though it was not within the city limits, but an agreement would be required to release it from PCRS D. Abel added that the City did not serve many areas outside the city limits but there were a limited number of properties that were annexed into the City's service area.

Staff recommended allowing sewer service for the property owner but the owner would be required to cover the initial legal and administrative costs associated with setting up the agreement in order to compensate the City for lost revenue because the property was located outside the city limits. Staff also recommended an increased fee structure which was allowed by statute.

The Board discussed other potential parcel annexations and it was noted that other owners in the development expressed no interest in annexation. Abel said that if H&H Septic Service or other property owners were annexed it would be a cleaner transfer to the City's system because working with PCRSD could result in a negotiation fee for the annexed parcels.

The Board expressed concerns over the city's boundaries and said that further annexation could make them more confusing. Russ Sickman, property owner, said he did not want to be annexed but said, if required, he would request to be zoned to the City's least restrictive zoning district. He added that he was only requesting sewer service for his property's usage and not for any other property.

7. STAFF UPDATES ON ACTIVITIES

A. Administration

1. Out-of-State Vehicle Sales Tax Public Information

Assistant to the City Administrator Tim Blakeslee said that informational meetings, to explain the out-of-state vehicle sales tax, were held with the Parkville Economic Development Council, Platte County Economic Development Council and the Parkville Chamber of Commerce and a meeting would be held with the Rotary Club in March. He said information was posted on the website and through social media, Frequently Asked Questions handouts were available at City Hall, and an article would be included in the spring newsletter.

2. Big Idea Northland

City Administrator Lauren Palmer said that the City of North Kansas City and the Northland Chamber of Commerce were working on a project called Big Idea Northland which was modeled after the Big 5 Initiative in Kansas City. The Chamber requested input from residents and visitors in the Northland and interested parties could post comments and responses to comments on the KC Momentum by Kansas City website.

B. Public Works

Public Works Director Alysén Abel provided an update on the Route 9 Entryway Beautification Project, noting that Gunter Construction started working at the site in December 2015. The entry base was constructed and the brick façade on the sign base was installed. Abel added that the Kansas City Power & Light pole by the sign was removed and electrical service will soon be bored and would be tied into the electrical service at the Parkville Spirit Fountain. She also said the banners would be installed on the poles in April after the design was approved by the Board in March.

8. COMMITTEE REPORTS AND MISCELLANEOUS ITEMS FROM THE BOARD

9. ADJOURN

Mayor Johnston declared the meeting adjourned at 6:27 p.m.

MINUTES OF THE BOARD OF ALDERMEN REGULAR MEETING OF FEBRUARY 16, 2016

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Draft until approved by the Board of Aldermen

The minutes for Tuesday, February 16, 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 first day of March 2016.

Submitted by:

Acting City Clerk Emily Crook

OPERATIONS REPORT – PARKVILLE DIVISION

January 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
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
Tipton

TENNESSEE
Dyersburg Welcome
Center

Waste Water Treatment Plant Operations

- 1.15" of precipitation fell during the month.
- The plant performed well this month with 97.9% removal efficiency for B.O.D. and 97.2% for TSS.
- An average of 561,097 gallons of wastewater was treated each day.

Waste Water Laboratory Analysis

- Staff performed 288 recorded lab tests.
- The following samples were delivered to Keystone Labs for analysis: Oil & Grease (4), NH₃-N (4).
- Monthly and daily laboratory equipment maintenance and calibrations were performed according to manufacturers' guidelines.
- Staff prepared and submitted Annual Bio-solids Report to MDNR and EPA.

Waste Water Treatment Plant Maintenance

- Staff cleaned east and west clarifiers.
- LDO basins probes 1a, 1b, 2a, and 2b were cleaned.
- Routine P.M.s were done in accordance with all manufacturer recommendations.
- Staff replaced the upper and lower sprockets on the mechanical bar screen.
- Capital Electric installed the VFD for P-23 RAS pump and staff put pump back into service.
- H&H Septic helped staff with locating a leak in the water service line to WWTF. Staff was unable to find the leak and will do further exploration into where the leak is located.
- Staff received the parts for the clarifier repair and FTC has been scheduled for the first week in February to make repairs.

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

OPERATIONS REPORT – PARKVILLE DIVISION

Collection System Maintenance

- Each pump station was checked on Mondays, Wednesdays, and Fridays.
- H&H Septic made repairs to a service line at 8402 Riss Lake Dr. The location of the break was on the city's side of curb stop.
- Absolute Comfort performed the annual inspections of the generators. After receiving the information from these inspections, it was determined that the fuel priming pump and thermostat needed to be replaced at River Hills PS and the heater block at the Nationals PS. Absolute Comfort submitted a quote for repairs and the quote was accepted and the work was completed.
- Staff experienced a power failure alarm at Pinecrest PS. It was discovered that a contactor had failed. Staff ordered and installed the replacement.

Bio-solids

- Staff did not apply sludge during the month.

Safety

- 1/25/16: Personal Protective Equipment.

Recommendations

- Nothing at this time.

OPERATIONS REPORT – PARKVILLE DIVISION

Loading

Hydraulic	561,097 gallons per day
Organic	387 mg/L of BOD ₅ per day

NPDES Effluent Permit Parameters

Parameter	Monthly Average	Permit Limit
pH	6.5 Min. and 7.0 Max	6.5 - 9.0
TSS	5.00 mg/L	30 mg/L
BOD ₅	4 mg/L	25 mg/L
NH ₃ -N	0.31 mg/L	3.5 mg/L
O & G	6.25 mg/L	10.0 mg/l
Fecal Coliform	Not required Nov. 1-March 31	400 #/100mL

Removal Efficiency

Parameter	Monthly Average	Permit Limit
Organic	97.9%	85 %
Solids	97.2 %	85 %

Biosolids

	Report Period	Year to Date
Quantity Applied	0 dry tons	0 dry tons
Acres Applied	0 acres	56 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	6.7	15.1	2.3	4320	950	6.7	14.9	1.2	4230	790		C
2												C
3												C
4	6.6	14.9	0.3	4670	950	6.6	15.6	1.5	4370	740		O
5	6.5	15.2	0.3	4440	950	6.6	15.9	1.5	4240	820		C
6	6.5	15.5	0.3	4170	900	6.6	14.8	1.5	4460	800		R
7	6.6	14.7	0.2	4280	950	6.5	15.9	1.0	4080	780		R
8	6.7	15.7	1.1	3980	0	6.6	15.0	1.0	3820	690		R
9												O
10												C
11	6.7	13.8	0.3	3890	950	6.6	14.4	1.5	4000	920		PC
12	6.5	13.9	0.2	4170	860	6.5	14.5	1.3	4190	770		PC
13	6.8	14.1	0.3	5960	0	6.8	14.7	1.3	3100	0		C
14	6.5	15.0	0.3	4420	960	6.5	15.4	1.5	4270	810		PC
15	6.6	16.2	1.4	5010	985	6.6	15.7	1.4	4420	825		PC
16												C
17												S
18	6.6	13.5	0.4	4510	900	6.5	14.0	1.5	4030	750		C
19	6.4	14.1	0.3	4280	0	6.7	14.4	1.5	4130	800		PC
20	6.5	12.9	0.5	4370	850	6.5	13.9	1.7	4330	760		O
21	6.5	14.6	0.2	4220	920	6.4	15.7	1.0	4250	815		PC
22	6.5	13.5	0.3	4080	950	6.5	13.7	1.5	4340	740		O
23												O
24												C
25	6.5	14.5	0.2	4370	900	6.5	15.9	1.1	4170	780		PC
26	6.4	14.8	0.3	4280	970	6.5	15.4	1.6	4270	760		PC
27	6.4	14.7	0.2	3880	860	6.3	16.7	0.9	4240	795		C
28	6.4	14.6	0.4	4440	780	6.4	16.2	1.0	4190	700		C
29	6.2	14.5	0.4	4550	830	6.3	15.4	1.3	4290	700		C
30												O
31												PC

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

Tests Performed by: Duane Kauffman <i>Duane Kauffman</i>	Title: Maint. Worker	Phone #: 816-891-0003	Date: 2/18/16
Report Approved by: C. Richard Wilson <i>C. Richard Wilson</i>	Title: Local Manager	Phone #: 816-891-0003	Date: 2/18/16

CITY OF PARKVILLE

Policy Report

Date: Wednesday, February 23, 2016

Prepared By:
Tim Blakeslee
Assistant to the City Administrator

Reviewed By:
Melissa McChesney
City Clerk

ISSUE:

Approve a retail liquor by the drink picnic license for the Main Street Parkville Association for the Parkville Microbrew Fest event on April 30, 2016.

BACKGROUND:

The Main Street Parkville Association is a non-profit organization that will be hosting the Parkville Microbrew Fest event in English Landing Park on April, 30 2016. In order for a non-profit organization to sell intoxicating liquor at an event (picnic, bazaar, fair or similar gathering), the State of Missouri requires an approval letter from the City of Parkville for a retail by the drink picnic license for up to seven days.

Following approval of the picnic license, the City Clerk will provide the Main Street Parkville Association the City's approval letter which they will then submit to the Missouri Division of Alcohol and Tobacco Control. A copy of the City's approval letter will be on file in the City Clerk's Office.

BUDGET IMPACT:

There is no fee associated with a picnic license and therefore there is no impact to the budget.

ALTERNATIVES:

1. Approve the picnic license for the Main Street Parkville Association for the day requested.
2. Deny the picnic license.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approving a retail liquor by the drink picnic license for the Main Street Parkville Association for the Parkville Microbrew Fest event on April, 30 2016.

POLICY:

RSMo 311.482 and Parkville Municipal Code Section 600.070(8) authorize the sale of liquor by the drink at retail for consumption on premises limited non-profit organizations.

SUGGESTED MOTION:

I move to approve a retail liquor by the drink picnic license for the Main Street Parkville Association for the Parkville Microbrew Fest event on April 30, 2016.

ATTACHMENT:

1. MSPA Request Letter

Dear Board of Aldermen,

The Parkville Community Development Corporation dba Main Street Parkville Association is planning Parkville Microbrew Fest. The event is scheduled to take place in English Landing Park on 4/30/2016. Brewfest is Main Street Parkville Association's yearly fundraising event. We bring in over 70 brewers and 4,000 attendees to taste craft beer from all over the nation. We are requesting permission from the City to obtain liquor by the drink picnic license from the State of Missouri.

Thank you for your consideration and support.

Sincerely,

David Leader – Executive Director
Main Street Parkville Association
106 ½ Main St
Parkville, MO 64152
(816) 505-2227

CITY OF PARKVILLE

Policy Report

Date: February 24, 2016

Prepared By:
Steve Berg
City Treasurer

Reviewed By:
Tim Blakeslee
Assistant to the City Administrator

ISSUE:

Receive and file the Semi-Annual Financial Report for the second half of 2015.

BACKGROUND:

Both state statute and city ordinance require the City Treasurer to produce a semi-annual financial report that summarizes revenues and expenses for the previous six-month period. The last report was produced in July for the first half of 2015. The semi-annual report for the second half of 2015 is ready for review and publication in a local newspaper as required by law. The report was completed in mid-February and includes all revenues and expenditures that are expected to be credited and charged to 2015, but does not include year-end adjustments that will be made as part of the audit process.

To reduce publication costs, an abbreviated version of the report will be published in the newspaper and will direct readers to the City's website for additional information. The City Treasurer has prepared an expanded version of the report for the website that includes additional information, including a full year version of the report. Staff is also working on a press release to accompany the report and highlight the sound financial management and reduction in debt in 2015.

BUDGET IMPACT:

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

ALTERNATIVES:

1. Receive and file the Semi-Annual Financial Report for the second half of 2015.
2. Provide alternative direction to staff.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends that the Board of Aldermen receive and file the Semi-Annual Financial Report for the second half of 2015.

POLICY:

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

SUGGESTED MOTION:

I move to receive and file the Semi-Annual Financial Report for the second half of 2015.

ATTACHMENTS:

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

City of Parkville, Missouri
 Semi-Annual Report
 July 1 through December 31, 2015

General Fund	
Revenue	1,593,323
Expenditures	1,767,151
Revenue, net of Expenditures	<u>(173,829)</u>
Enterprise Fund - Sewer Utility	
Revenue	525,984
Expenditures	710,144
Revenue, net of Expenditures	<u>(184,160)</u>
Debt Service Funds	
Revenue	117,394
Expenditures	1,520,792
(Includes early partial repayment of debt)	
Revenue, net of Expenditures	<u>(1,403,398)</u>
Special Revenue Funds	
Revenue	941,404
Expenditures	1,176,771
Revenue, net of Expenditures	<u>(235,367)</u>
Debt of the City of Parkville, December 31, 2015	
General Fund	3,383,722
Sewer Utility	1,310,000
Neighborhood Improvement Districts (NIDs)	10,530,000
Total Debt	<u>15,223,722</u>

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

For additional information, visit www.parkvillemo.gov.

City of Parkville, Missouri

Semi-Annual Report

	<u>July 1 through December 31, 2015</u>	<u>January 1 through December 31, 2015</u>
General Fund		
Revenue		
Taxes	7,105	1,097,697
Licenses	13,168	59,563
Permits	124,185	256,201
Franchise Fees	600,760	840,404
Sales Taxes	505,738	1,012,481
Other Revenue	15,970	35,096
Court Revenue	108,777	225,128
Interest Income	3,462	7,623
Grants and Miscellaneous Revenue	39,156	69,056
Transfers in	175,001	348,251
Total Revenue	<u>1,593,323</u>	<u>3,951,501</u>
Expenditures		
Administration	384,332	816,714
Police Department	491,836	1,028,972
Municipal Court	58,226	132,062
Public Works	82,318	168,260
Community Development	135,657	263,483
Street Department	160,894	358,419
Parks Department	165,070	318,324
Nature Sanctuary	18,183	29,678
Channel 2/Website	7,749	15,357
Transfers Out	138,750	277,500
Information Technology	17,103	34,185
Capital Outlay	107,035	153,717
Total Expenditures	<u>1,767,151</u>	<u>3,596,669</u>
Revenue, net of Expenditures	<u>(173,829)</u>	<u>354,831</u>
Sewer Utility		
Revenue	525,984	1,040,079
Expenditures	710,144	1,405,665
Revenue, net of Expenditures	<u>(184,160)</u>	<u>(365,586)</u>
Debt Service Funds		
Revenue	117,394	888,693
Expenditures (includes early partial repayment of debt)	1,520,792	2,196,484
Revenue, net of Expenditures	<u>(1,403,398)</u>	<u>(1,307,791)</u>
Brush Creek & Brink Meyer Debt Service Funds		
Revenue	6,091	260,365
Expenditures	175,974	427,198
Revenue, net of Expenditures	<u>(169,882)</u>	<u>(166,832)</u>
Reserved and Restricted Funds		
Revenue	935,313	1,566,507
Expenditures	1,000,797	1,605,829
Revenue, net of Expenditures	<u>65,484</u>	<u>(39,322)</u>

Note: Revenues and Expenditures include transfers between various funds. Details can be found in the December, 2015 Financial Report

Debt of the City of Parkville, December 31, 2015

General Fund	3,383,722
Sewer Utility	1,310,000
Neighborhood Improvement Districts (NIDs) ¹	10,530,000
Total Debt	<u>15,223,722</u>

¹ NID debt payments are funded by special assessments on the NID properties, and may be considered a contingent liability.

CITY OF PARKVILLE

Policy Report

Date: February 23, 2016

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Tim Blakeslee
Assistant to the City Administrator

ISSUE:

Request to accept the public storm sewer improvements and the associated maintenance bonds for Apple Blossom Lane.

BACKGROUND:

The public improvements for Apple Blossom Lane were constructed with the Cider Mill 1st Plat in October 2008. The improvements were completed by FiveStar Lifestyles, the developer of the National subdivision. The City approved the street and storm sewer public improvements on October 21, 2008. Last spring, FiveStar Lifestyles submitted plans for the realignment of the existing storm sewer system in an effort to make the lots more marketable.

City staff reviewed and approved the public improvement plans for the new storm sewer alignment. The plans were approved on May 12, 2015, with construction starting on May 19, 2015. The storm sewer improvements were completed June 29, 2015, with the final cleanup completed on July 16, 2015. Since that time, staff has been working with the developer and their engineer on completing the construction certification for the stormwater detention facilities associated with the storm improvements. FiveStar Lifestyles submitted a 2-year maintenance bond for the public storm improvements.

There were no issues with the project during construction. The contractor constructed the project in accordance with the approved plans. The Public Works Construction Inspector worked closely with JA Lillig, the contractor for the project. The improvements were designed and constructed in accordance with the APWA design standards and construction specifications.

BUDGET IMPACT:

The acceptance of these public improvements will have no immediate budget impact however it will add to future street maintenance responsibilities.

ALTERNATIVES:

1. Accept the public storm sewer improvements for Apple Blossom.
2. Do not accept the public improvements.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends the Board of Aldermen accept the public storm sewer improvements for Apple Blossom.

POLICY:

Per Parkville Municipal Code Section 505.080, the Board of Aldermen must accept public improvements prior to the issuance of building permits. Per this section, the Board must also approve the maintenance bond in an amount equal to fifty percent (50%) of the cost of the improvements and guaranteeing against defects in the construction of streets for a period of two (2) years.

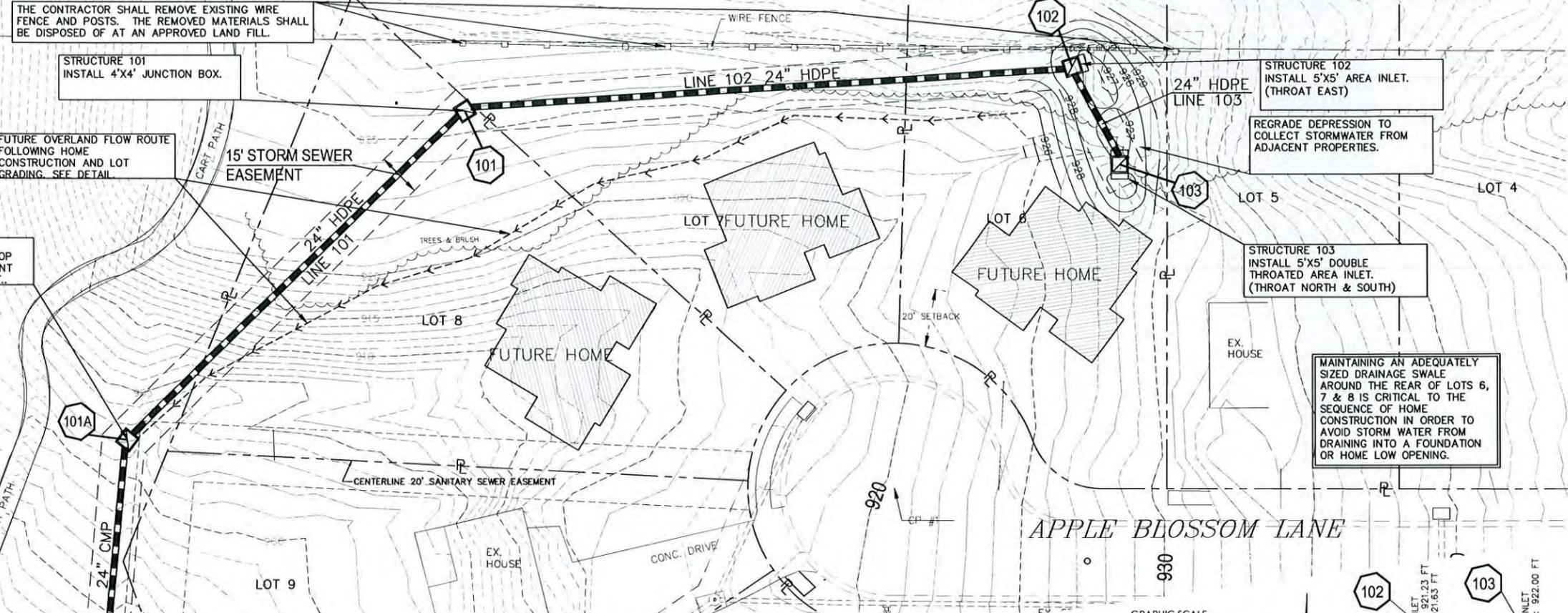
ITEM 4E
For 03-01-16
Board of Aldermen Meeting

SUGGESTED MOTION:

I move to accept the public storm sewer improvements and associated maintenance bonds for Apple Blossom Lane.

ATTACHMENT:

1. Storm Sewer Plan Sheet
2. Maintenance Bond



Continental
CONSULTING ENGINEERS, INC.

9000 STATE LINE ROAD
LEAWOOD, KANSAS 66206

17008 PARALLEL PARKWAY
KANSAS CITY, KANSAS 66109

TEL: (913) 642-6642
FAX: (913) 642-6941
www.cceengineers.com

LOT 6, 7 & 8
CIDER MILL FARM FIRST PLAT
LOT IMPROVEMENTS

REVISIONS

SEAL

PROJECT NO: ---
DATE: APRIL 20, 2015
DRAWN BY: PJJ

SHEET TITLE

STORM DRAINAGE
PLAN & PROFILE

C102

Apr 20, 2015 11:16 AM - JUESB.TDM
C:\PROJECT FILES\1516 - NATURAL Construction drawings & pdf's\Report Plans\Sheet Dec 01_1_1_2417.dwg

INSTALL 24" CMP FLARED END SECTION WITH TOE WALL. INSTALL 14.2 SQ. YDS OF RIP-RAP OUTLET PROTECTION (LENGTH = 16 FT).

EXISTING BASIN

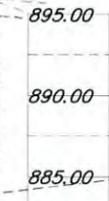
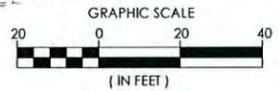
N: 1105660.93
E: 2733429.54
INSTALL CMP FLARED END SECTION WITH TOE WALL
INVERT: 886.00 FT

N: 1105768.05
E: 2733439.78
INSTALL 4'X4' BEEHIVE DROP INLET
INVERT IN LINE 101: 894.00 FT
INVERT OUT LINE 101: 894.00 FT
RIM: 902.00 FT

N: 1105881.47
E: 2733555.77
INSTALL 4'X4' JUNCTION BOX
INVERT IN LINE 102: 919.14 FT
INVERT OUT LINE 101: 917.14 FT
RIM: 926.00 FT

N: 1105896.96
E: 2733764.27
INSTALL 5'X5' AREA INLET
INVERT OUT LINE 102: 921.23 FT
INVERT IN LINE 103: 921.63 FT
RIM: 927.00 FT

N: 1105863.30
E: 2733780.47
INSTALL 5'X5' AREA INLET
INVERT OUT LINE 103: 922.00 FT
RIM: 927.00 FT



LINE 101A
INSTALL 107.6 L.F. @ 0.0740 FT/FT
24" ALUMINIZED CMP

LINE 101
INSTALL 162.2 L.F. @ 0.1410 FT/FT
24" HDPE PIPE

LINE 102
INSTALL 209.1 L.F. @ 0.0100 FT/FT
24" HDPE PIPE

LINE 103
INSTALL 37.4 L.F. @ 0.0100 FT/FT
24" HDPE PIPE

- CORRUGATED STEEL PIPE NOTES**
1. ALL CMP SHALL BE TYPE 2 ALUMINIZED CORRUGATED STEEL PIPE, 10 GAUGE, 2-21/2" X 1/2" CORRUGATIONS, MEETING AASHTO M274 AND ASTM A929 AND A760.
 2. ALL CONNECTIONS SHALL BE SOIL TIGHT.

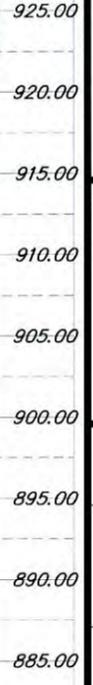
GENERAL NOTES

1. PIPE LENGTHS SHOWN ARE MEASURED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE OR TO THE END OF END SECTION. ALL PIPES SHALL BE FIELD STAKED TO THE INSIDE WALL FACE OF THE STRUCTURE.
2. ALL PIPE SHALL BE PLACED IN TRENCH CONDITIONS.
3. THE FIRST DIMENSION SHOWN FOR STORM STRUCTURES IS THE "L" DIMENSION AND THE SECOND IS THE "W" DIMENSION, SEE DETAILS.
4. THE DIMENSIONS FOR ALL STRUCTURES ARE FROM INSIDE FACE OF STRUCTURE TO INSIDE FACE OF STRUCTURE.
5. NORTHING AND EASTINGS SHOWN ARE TO CENTER OF STRUCTURE, OR END OF END SECTION
6. ALL REINFORCING STEEL SHALL COMPLY WITH ASTM-615 GRADE 60.
7. ALL INLETS AND OTHER STRUCTURES SET AT LOW POINTS ARE TO BE SET LEVEL.
8. ALL HYDRAULIC GRADE LINES (HGL) SHOWN ARE FOR THE 10 AND 100-YEAR STORM.
9. PRECAST STRUCTURES MAY BE USED AT CONTRACTOR'S OPTION. ALL STORM STRUCTURES SHALL HAVE A SMOOTH UNIFORM POURED CONCRETE INVERT FROM INVERT IN TO INVERT OUT.
10. THE LIDS OF ALL PRECAST STRUCTURES SHALL BE GROUTED TO THE TOP OF THE WALLS.
11. ALL HDPE PIPE SHALL BE ADS N-12, OR APPROVED EQUAL, MEETING AASHTO M294, TYPE S OR ASTM F2306. THE PIPE SHALL HAVE A SMOOTH INTERIOR AND ANNULAR EXTERIOR CORRUGATIONS. PIPE JOINTS SHALL BE JOINED USING A BELL & SPIGOT JOINT MEETING AASHTO M252, AASHTO M294 OR ASTM F2306. THE JOINT SHALL BE WATER TIGHT, ACCORDING TO THE REQUIREMENTS OF ASTM D3212, AND GASKETS SHALL MEET THE REQUIREMENTS OF ASTM F477. GASKETS SHALL BE INSTALLED BY THE PIPE MANUFACTURER AND COVERED WITH A REMOVABLE WRAP TO ENSURE THE GASKET IS FREE FROM DEBRIS. A JOINT LUBRICANT SUPPLIED BY THE MANUFACTURER SHALL BE USED ON THE GASKET AND BELL DURING ASSEMBLY.
12. FITTINGS FOR PLASTIC PIPE SHALL CONFORM TO AASHTO M252, AASHTO M294, OR ASTM F2306. COUPLINGS SHALL BE DUAL WALL CONSISTENT WITH THE ADS N-12 PIPE SOIL TIGHT CONNECTIONS.

EX. GRADE

100 YEAR HGL

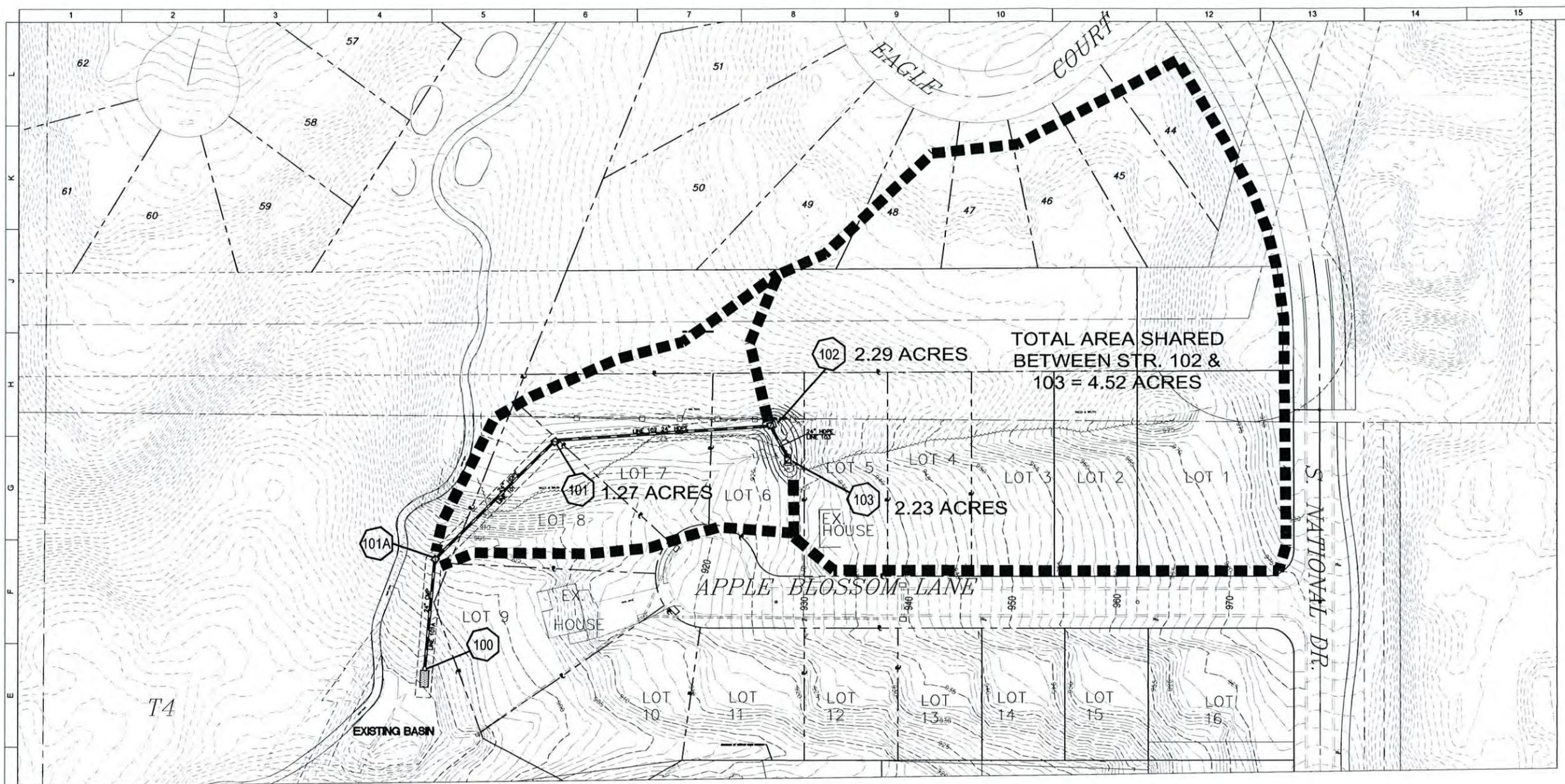
10 YEAR HGL





9000 STATE LINE ROAD
LEAWOOD, KANSAS 66208
1008 PARALLEL PARKWAY
KANSAS CITY, KANSAS 66109
TEL (913) 642-6642
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LOT 6, 7 & 8
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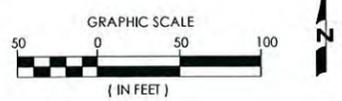


10-YEAR EVENT

Label	Inlet Drainage Area (acres)	Inlet C	Local CA (acres)	System CA (acres)	Local Flow Time (hours)	Local Intensity (in/h)	Local Rational Flow (cfs)	System Intensity (in/h)	System Rational Flow (cfs)	Start Node	Stop Node	Number of Barrels	Pipe Size (in)	Length (ft)	Slope (Calculated) (ft/ft)	Friction Slope (ft/ft)	Headloss (ft)	Velocity (ft/s)	Depth (Normal) (ft)	Invert In (ft)	Hydraulic Grade Line (In) (ft)	Elevation Ground UPSTREAM (ft)	Invert Out (ft)	Hydraulic Grade Line (Out) (ft)	Elevation Ground DNSTREAM (ft)
103	2.23	0.51	1.137	1.137	0.21	5.572	6.39	5.572	6.39								0.34				923.24		922.9		
102	2.29	0.51	1.168	2.305	0.22	5.468	6.44	5.468	12.71								0.08				922.6		922.51		
101	(N/A)	(N/A)	0	2.305	0.083	7.35	0	5.406	12.56								0.22				918.63		918.41		
101A	1.27	0.51	0.648	2.953	0.161	6.151	4.02	5.372	15.99								0.27				895.71		895.44		
100				2.953				5.344	15.91																
LINE 103				1.137				5.572	6.39	103	102	1	24	37.4	0.01	0.01	0.3	7.46	0.63	922	922.9	927	921.63	922.6	927
LINE 102				2.305				5.468	12.71	102	101	1	24	209.1	0.01	0.008	2.45	9.02	0.92	921.23	922.51	927	919.14	920.06	926
LINE 101				2.305				5.406	12.56	101	101A	1	24	162.2	0.141	0.141	22.7	12.49	0.71	917.14	918.41	926	894.2	895.71	902
LINE 101A				2.953				5.372	15.99	101A	100	1	24	107.6	0.074	0.069	8.47	10.52	0.97	894	895.44	902	886	886.97	886

100-YEAR EVENT

Label	Inlet Drainage Area (acres)	Inlet C	Local CA (acres)	System CA (acres)	Local Flow Time (hours)	Local Intensity (in/h)	Local Rational Flow (cfs)	System Intensity (in/h)	System Rational Flow (cfs)	Start Node	Stop Node	Number of Barrels	Pipe Size (in)	Length (ft)	Slope (Calculated) (ft/ft)	Friction Slope (ft/ft)	Headloss (ft)	Velocity (ft/s)	Depth (Normal) (ft)	Invert In (ft)	Hydraulic Grade Line (In) (ft)	Elevation Ground UPSTREAM (ft)	Invert Out (ft)	Hydraulic Grade Line (Out) (ft)	Elevation Ground DNSTREAM (ft)
103	2.23	0.51	1.137	1.137	0.21	9.88	11.33	9.88	11.33								0.51				923.71		923.21		
102	2.29	0.51	1.168	2.305	0.22	9.702	11.42	9.702	22.54								0.15				923.07		922.92		
101	(N/A)	(N/A)	0	2.305	0.083	12.9	0	9.604	22.32								0.39				919.21		918.83		
101A	1.27	0.51	0.648	2.953	0.161	10.866	7.09	9.55	28.43								0.55				896.39		895.84		
100				2.953				9.507	28.3																
LINE 103				1.137				9.88	11.33	103	102	1	24	37.4	0.01	0.008	0.14	8.72	0.86	922	923.21	927	921.63	923.07	927
LINE 102				2.305				9.702	22.54	102	101	1	24	209.1	0.01	0.009	2.46	10.32	1.31	921.23	922.92	927	919.14	920.46	926
LINE 101				2.305				9.604	22.32	101	101A	1	24	162.2	0.141	0.139	22.44	14.55	0.98	917.14	918.83	926	894.2	896.39	902
LINE 101A				2.953				9.55	28.43	101A	100	1	24	107.6	0.074	0.07	8.42	11.94	1.42	894	895.84	902	886	887.42	886



PROJECT NO: --
DATE: APRIL 20, 2015
DRAWN BY: PJJ

SHEET TITLE
STORM DRAINAGE CALCULATIONS

C103

MAINTENANCE BOND

Bond No. 9176360

KNOW ALL MEN BY THESE PRESENTS:

That Beemer Construction Co., Inc.
606 S.E. Central Drive Blue Springs, MO 64014-3311,
as Principal, hereinafter called Contractor, and Fidelity and Deposit Company of Maryland
1400 American Lane, Tower I, 18th Floor, Schaumburg, IL 60196-1056, as Surety, hereinafter called Surety, are held
and firmly bound unto City of Parkville, Missouri
8880 Clark Ave Parkville, MO 64152, as Obligee, hereinafter
called Owner, in the penal sum of Eighty Two Thousand Two Hundred Seventy Three Dollars and
00/100 Dollars (\$ 82,273.00), for payment whereof Contractor
and Surety bind themselves, their heirs, executors, administrators, successors, and assigns,
jointly and severally, firmly by these presents.

WIHEREAS, Contractor has constructed various public improvements:
Apple Blossom Storm - Storm Sewer, Apple Blossom Lane & National Drive, Parkville, MO 64152

in accordance with the General Conditions, the Drawings and Specifications, which Plans are by
reference incorporated herein, and made a part hercof, and is referred to as the Plans.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall remedy any
defects due to faulty materials or workmanship, and pay for any damage to other work resulting
therefrom, which shall appear within a period of two (2) from the date of substantial
completion of the work provided for in the Plans, then this obligation to be void; otherwise to
remain in full force and effect.

PROVIDED, HOWEVER, that Owner shall give Contractor and Surety notice of observed
defects with reasonable promptness.

SIGNED and sealed this 11th day of January, 2016.

In the presence of:



Beemer Construction Co., Inc.

Principal (Seal)

By: [Signature]
PRESIDENT Title



Fidelity and Deposit Company of Maryland
Surety

By: [Signature]

Barbara A. Miller Attorney-in-Fact

Surety Phone No. 847-605-6000

Bond Number 9176360

Obligee: City of Parkville, Missouri

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **Michael P. Bond, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Barbara A. Miller, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22nd day of July, A.D. 2015.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Michael P. Bond*
Vice President



By: *Eric D. Barnes*
Secretary



State of Maryland
County of Baltimore

On this 22nd day of July, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Michael P. Bond, Vice President** and **Eric D. Barnes, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn
Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 11th day of January, 2016.



Thomas O. McClellan

Thomas O. McClellan, Vice President

CITY OF PARKVILLE
Policy Report

Date: February 26, 2016

Prepared By:
Emily Crook
Billing Clerk

Reviewed By:
Tim Blakeslee
Assistant to the City Administrator

ISSUE:

Approval of Accounts Payable Invoices, Insurance Payments, 1st of the Month Checks, Electronic Funds Transfer (EFT) Payments, Credit and Debit Card Processing Fees, and Payroll Expenditures from 02/12/2016 through 02/26/2016.

BACKGROUND:

Attached are the statements of approved payments, per the City's Purchasing Policy, for the period from February 12, 2016 through February 26, 2016. All disbursements must be reviewed and approved by the Board of Aldermen prior to the release of city funds.

BUDGET IMPACT:

Accounts Payable	\$74,840.45
Insurance Payments	\$62,487.46
1 st of the Month	\$0.00
EFT Payments	\$0.00
Processing Fees	\$0.00
Payroll	\$51,201.39
TOTAL	\$188,529.30

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 \$188,529.30 of city funds to pay salaries and accounts.

ATTACHMENTS:

1. Accounts Payable
2. 1st of the Month
3. EFT Payments
4. Processing Fees
5. Payroll
6. Lowe's Purchases
7. Price Chopper Purchases

PACKET: 05500 Regular Payments-02-12-16

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00593	Alliance Water Resources, I-6778	Alliance Water Resources,	R	2/16/2016		24,206.92CR	034947	24,206.92
01867	Forest Park Development LLC I-15B Plat-2	15B Plat Remaining Balance-TP	R	2/16/2016		180.00CR	034948	180.00

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	2	0.00	24,386.92	24,386.92
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	2	0.00	24,386.92	24,386.92

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

2/25/2016 5:52 PM
 PACKET: 05513 Regular Payments-03-01-2016
 VENDOR SET: 01
 BANK : AP Pooled Cash Regular AP

A / P CHECK REGISTER

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00002	A & M Printing I-57155	Public Notice Sewer Plant-CD	R	3/01/2016		10.20CR	034962	10.20
02018	Ace ImageWear I-0499108	Shop Towels-PK	R	3/01/2016		29.00CR	034963	29.00
00006	Alamar Uniforms I-503910 I-505974	Tomlin Uniforms-PD Tomlin Uniforms-PD	R R	3/01/2016 3/01/2016		70.00CR 20.97CR	034964 034964	90.97
02199	American Electric Company I-8087-437199	Purchase Contract Pincrest-SW	R	3/01/2016		206.69CR	034965	206.69
02227	BagSpot Pet Waste Solutions I-2150	Dog Waste Bags-PK	R	3/01/2016		214.18CR	034966	214.18
02025	Capital Electric Construction Co Inc I-32025	Purch/Install RAS Pump VFD-SW	R	3/01/2016		4,069.00CR	034967	4,069.00
00012	Carquest Auto Parts Store I-Stmt 01-31-2016	Stmt 01-31-2016	R	3/01/2016		149.96CR	034968	149.96
02140	Commerce Bank - Commercial Cards I-Stmt 02-18-2016	Stmt 02-08-2016	R	3/01/2016		4,465.61CR	034969	4,465.61
00977	Curious Eye Productions I-001-016	Jan Meet Production/Record-PI	R	3/01/2016		950.00CR	034970	950.00
00378	Damon Pursell Const. I-193827	Rip Rap Sewer Rehab-SW	R	3/01/2016		180.00CR	034971	180.00
00156	Dave's Foreign Car Repair LLC I-133,640 I-133,658	Vehicle Maintenance-PD Vehicle Maintenance V606-PD	R R	3/01/2016 3/01/2016		35.00CR 463.17CR	034972 034972	498.17
02332	Emily Crook I-Exp Rpt 02-25-2016	Exp Rpt 02-25-2016	R	3/01/2016		7.45CR	034973	7.45
02175	eNet I-4444 I-4480 I-4501 I-4504 I-4517	IT Service-IT IT Service-IT Server-IT Jan 2016 IT Service-IT EC Monitors/Keyboard/Mouse-IT	R R R R R	3/01/2016 3/01/2016 3/01/2016 3/01/2016 3/01/2016		467.50CR 595.00CR 4,924.95CR 977.50CR 425.81CR	034974 034974 034974 034974 034974	7,390.76

2/25/2016 5:52 PM
 PACKET: 05513 Regular Payments-03-01-2016
 VENDOR SET: 01
 BANK : AP Pooled Cash Regular AP

A / P CHECK REGISTER

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01016	FTC Equipment I-9105	Repair Clarifier wear ring-SW	R	3/01/2016		675.00CR	034975	675.00
00496	Gunter Pest Management, Inc. I-1169853	Pest Control-AD	R	3/01/2016		50.00CR	034976	50.00
02248	Hi-Gene's Janitorial Service I-48388	Janitorial Serices-AD	R	3/01/2016		757.50CR	034977	757.50
02368	Irvinbilt Constructors, Inc I-Pay App 4	Pinecrest PS Well Repairs-SW	R	3/01/2016		8,651.50CR	034978	8,651.50
02412	James Paauw I-1448309001	Paauw Overpay Refund-SW	R	3/01/2016		69.78CR	034979	69.78
01235	Landmark Newspaper, The I-23309	Public Notice Flood Plain-CD	R	3/01/2016		63.34CR	034980	63.34
02054	Matthew Chapman I-Exp Rpt 02-09-2016	Chapman Exp Rpt 02-09-2016-AD	R	3/01/2016		174.20CR	034981	174.20
00084	McConnell & Associates Co I-38078	SS1H Tack Coat-TP	R	3/01/2016		51.46CR	034982	51.46
02228	Metro Rolloff Container Services LLC I-3772	Dumpster Roll-Off-PK	R	3/01/2016		275.00CR	034983	275.00
00159	Missouri American Water I-Due 03-04-2016	Water	R	3/01/2016		32.94CR	034984	32.94
00160	Missouri Gas Energy I-Due 03-08-2016	Energy	R	3/01/2016		316.16CR	034985	316.16
00406	Missouri Police Chief's I-3422	Sergaent Testing-PD	R	3/01/2016		2,500.00CR	034986	2,500.00
00097	P & G Hardware I-Stmt 02-25-2016	Stmt 02-25-2016	R	3/01/2016		135.16CR	034987	135.16
00266	Platte County Board of Election Commissioners I-04-05-16 Elections	04-05-2016 Elections-AD	R	3/01/2016		1,652.06CR	034988	1,652.06

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A / P CHECK REGISTER

PAGE: 3

PACKET: 05513 Regular Payments-03-01-2016

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00218	Platte County Sheriff's D I-BB-PCDC-2016-13	Prisoner Boarding-CT	R	3/01/2016		420.00CR	034989	420.00
01351	PlayPower LT Farmington, Inc I-1400197854	Swing Hanger Parts-PK	R	3/01/2016		64.00CR	034990	64.00
01982	Rejis Commission I-INV0046713	REJIS-PD	R	3/01/2016		65.07CR	034991	65.07
00274	Ricoh USA, Inc. I-5040529162	RICOH-PD	R	3/01/2016		124.14CR	034992	124.14
02399	Rigdon Floor Coverings, Inc I-5164	South Entryway Carpet-AD	R	3/01/2016		1,383.76CR	034993	1,383.76
02154	Royal Papers Inc I-K742793	Janitorial Supplies-AD	R	3/01/2016		162.82CR	034994	162.82
01078	Smith & Loveless Inc I-108852	Vacuum Pump FF PS-SW	R	3/01/2016		535.86CR	034995	535.86
01343	Spaces Inc I-56955	Invoice Correction- AD	R	3/01/2016		170.89CR	034996	170.89
01087	Stinson Leonard Street LLP I-30152406	January Legal Services-AD	R	3/01/2016		6,450.00CR	034997	6,450.00
01967	The Waldinger Corporation I-5574359	Heater Repair	R	3/01/2016		750.00CR	034998	750.00
02410	Top Cleaners I-51249	Tomlin Sergeant Stripes-PD	R	3/01/2016		20.00CR	034999	20.00
02071	TranSystems Corporation I-INV-0002914734	Route 9-95	R	3/01/2016		2,049.99CR	035000	2,049.99
00062	Tyler Techonologies, Inc I-025-147791	Incode Maint 4/16-3/17-IT	R	3/01/2016		1,136.68CR	035001	1,136.68
02409	UniFirst Corporation I-226-0425236	Floor Mats-AD	R	3/01/2016		54.40CR	035002	54.40

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 PACKET: 05513 Regular Payments-03-01-2016
 VENDOR SET: 01
 BANK : AP Pooled Cash Regular AP

A / P CHECK REGISTER

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01641	United States Post Master I-03/2016-04/2016	03/2016-04/2016-SW	R	3/01/2016		900.00CR	035003	900.00
00208	USA BlueBook I-869546 I-876381	Manhole Cover Hooks-SW DO Meter for WWTP-SW	R	3/01/2016		324.69CR 971.62CR	035004 035004	1,296.31
00150	Vance Bros Inc I-80000469307	3 Tons Hot Asphalt-TP	R	3/01/2016		168.00CR	035005	168.00
02411	Victor L. Phillips Co. I-1K86867	Loader Buckt Repair-PK	R	3/01/2016		91.92CR	035006	91.92
02400	Williams, Spurgeon, Kuhl & Freshnock Architects I-00006	ELP Restroom Design-63	R	3/01/2016		943.60CR	035007	943.60

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	46	0.00	50,453.53	50,453.53
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:	46	0.00	50,453.53	50,453.53

PACKET: 05505 Federal Withholdings - 2/19/16

VENDOR SET: 01

BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00044	Park Bank							
	I-I1 201602184142	Federal Withholding	D	2/19/2016		7,279.39CR	000000	
	I-I3 201602184142	FICA W/H	D	2/19/2016		8,254.66CR	000000	
	I-I4 201602184142	Medicare W/H	D	2/19/2016		1,930.48CR	000000	17,464.53

* * 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	17,464.53	17,464.53
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	17,464.53	17,464.53

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 05507 ECM Benefits - 2/19/16

VENDOR SET: 01

BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00005	AFLAC							
	I-AFP201602044140	AFLAC PRETAX	R	2/25/2016		105.92CR	034949	
	I-AFP201602184142	AFLAC PRETAX	R	2/25/2016		105.92CR	034949	211.84
00136	State of Missouri							
	I-T2 201602044140	State Withholdings	R	2/25/2016		2,422.66CR	034950	
	I-T2 201602184142	State Withholdings	R	2/25/2016		2,281.66CR	034950	4,704.32
00137	Kansas City Life Insuranc							
	I-LTD201602044140	Long Term Disability	R	2/25/2016		343.77CR	034951	
	I-LTD201602184142	Long Term Disability	R	2/25/2016		343.77CR	034951	687.54
00794	Delta Dental							
	I-DNC201602044140	Delta Dental Insurance	R	2/25/2016		205.36CR	034952	
	I-DNC201602184142	Delta Dental Insurance	R	2/25/2016		205.36CR	034952	
	I-DNF201602044140	Delta Dental Insurance	R	2/25/2016		296.56CR	034952	
	I-DNF201602184142	Delta Dental Insurance	R	2/25/2016		296.56CR	034952	
	I-DNP201602044140	DENTAL PRETAX	R	2/25/2016		485.52CR	034952	
	I-DNP201602184142	DENTAL PRETAX	R	2/25/2016		485.52CR	034952	
	I-DNS201602044140	Delta Dental Insurance	R	2/25/2016		231.30CR	034952	
	I-DNS201602184142	Delta Dental Insurance	R	2/25/2016		231.30CR	034952	2,437.48
01322	Richard V. Fink, Trustee							
01711	BCBSKC							
	I-ADD201602044140	ADD on BCBS Bill	R	2/25/2016		25.84CR	034954	
	I-ADD201602184142	ADD on BCBS Bill	R	2/25/2016		25.84CR	034954	
	I-BCC201602044140	BCBS Insurance	R	2/25/2016		892.00CR	034954	
	I-BCC201602184142	BCBS Insurance	R	2/25/2016		892.00CR	034954	
	I-BCE201602044140	BCKSKC Insurance	R	2/25/2016		1,172.50CR	034954	
	I-BCE201602184142	BCKSKC Insurance	R	2/25/2016		1,172.50CR	034954	
	I-BCF201602044140	BCBS Insurance	R	2/25/2016		1,452.00CR	034954	
	I-BCF201602184142	BCBS Insurance	R	2/25/2016		1,452.00CR	034954	
	I-BCS201602044140	BCBS Insurance	R	2/25/2016		492.00CR	034954	
	I-BCS201602184142	BCBS Insurance	R	2/25/2016		492.00CR	034954	
	I-HDC201602044140	BCBS Insurance	R	2/25/2016		1,520.00CR	034954	
	I-HDC201602184142	BCBS Insurance	R	2/25/2016		1,520.00CR	034954	
	I-HDE201602044140	BCBS Insurance	R	2/25/2016		1,600.00CR	034954	
	I-HDE201602184142	BCBS Insurance	R	2/25/2016		1,600.00CR	034954	
	I-HDF201602044140	BCBS Insurance	R	2/25/2016		1,857.00CR	034954	
	I-HDF201602184142	BCBS Insurance	R	2/25/2016		1,857.00CR	034954	
	I-HDS201602044140	BCBS Insurance	R	2/25/2016		840.00CR	034954	
	I-HDS201602184142	BCBS Insurance	R	2/25/2016		840.00CR	034954	
	I-HSE201602044140	BCBS Insurance	R	2/25/2016		1,330.00CR	034954	
	I-HSE201602184142	BCBS Insurance	R	2/25/2016		1,330.00CR	034954	
	I-HSF201602044140	BCBS Insurance	R	2/25/2016		588.00CR	034954	
	I-HSF201602184142	BCBS Insurance	R	2/25/2016		588.00CR	034954	
	I-LID201602044140	BC/BS Dependent Life Ins	R	2/25/2016		12.54CR	034954	
	I-LID201602184142	BC/BS Dependent Life Ins	R	2/25/2016		12.54CR	034954	
	I-LIF201602044140	BC/BS Life Insurance	R	2/25/2016		167.85CR	034954	
	I-LIF201602184142	BC/BS Life Insurance	R	2/25/2016		167.85CR	034954	23,899.46

PACKET: 05507 EOM Benefits - 2/19/16

VENDOR SET: 01

BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
VOID	VOID CHECK		V	2/25/2016			034955	**VOID**
VOID	VOID CHECK		V	2/25/2016			034956	**VOID**
01718	VSP							
	I-VSP201602044140	Vision Care Employee Premiums	R	2/25/2016		113.65CR	034957	
	I-VSP201602184142	Vision Care Employee Premiums	R	2/25/2016		113.65CR	034957	227.30
01730	LAGERS							
	I-CSR201602044140	LAGERS RETIREMENT	R	2/25/2016		3,239.44CR	034958	
	I-CSR201602184142	LAGERS RETIREMENT	R	2/25/2016		3,081.54CR	034958	
	I-R&P201602044140	City/PD Ret Contribution	R	2/25/2016		2,539.63CR	034958	
	I-R&P201602184142	City/PD Ret Contribution	R	2/25/2016		2,437.10CR	034958	11,297.71
01807	City of Parkville/Flex Plan							
	I-FLX201602044140	Flex Plan	R	2/25/2016		382.26CR	034959	
	I-FLX201602184142	Flex Plan	R	2/25/2016		382.26CR	034959	764.52
02290	Colonial Life							
	I-COA201602044140	Colonial Life After Tax	R	2/25/2016		124.93CR	034960	
	I-COA201602184142	Colonial Life After Tax	R	2/25/2016		124.93CR	034960	
	I-COP201602044140	Colonial Life PreTax	R	2/25/2016		121.45CR	034960	
	I-COP201602184142	Colonial Life PreTax	R	2/25/2016		121.45CR	034960	492.76

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	10	0.00	45,022.93	45,022.93
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:	2	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:	12	0.00	45,022.93	45,022.93

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

VENDOR SET: 01 City of Parkville
 BANK: AP Pooled Cash Regular AP
 DATE RANGE: 2/15/2016 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00012	Carquest Auto Parts Store							
I-Stmt 01-31-2016	Stmt 01-31-2016	R	3/01/2016			034968		
40 520.06-21-00	Vehicle & Equipment Maintenanc		Protectant Gallon &	43.31				
40 520.06-21-00	Vehicle & Equipment Maintenanc		Lamp-TP	11.20				
40 520.06-21-00	Vehicle & Equipment Maintenanc		Credit-TP	2.16	CR			
10 525.06-21-00	Vehicle Repair & Maintenance		Brake Cleaner & Bulb	14.29				
40 520.06-21-00	Vehicle & Equipment Maintenanc		Credit-TP	23.78	CR			
40 520.06-21-00	Vehicle & Equipment Maintenanc		Wiper Blades-TP	103.59				
40 520.06-21-00	Vehicle & Equipment Maintenanc		Wiper Blades-TP	3.51				149.96

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	149.96	0.00	149.96
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
10 525.06-21-00	Vehicle Repair & Maintenance	14.29
	*** FUND TOTAL ***	14.29
40 520.06-21-00	Vehicle & Equipment Maintenanc	135.67
	*** FUND TOTAL ***	135.67

VENDOR SET: 01	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			1	149.96	0.00	149.96
BANK: AP	TOTALS:		1	149.96	0.00	149.96
REPORT TOTALS:			1	149.96	0.00	149.96

VENDOR SET: 01 City of Parkville
 BANK: AP Pooled Cash Regular AP
 DATE RANGE: 2/15/2016 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 02-18-2016	Stmt 02-08-2016	R	3/01/2016			034969		
10	501.05-01-00	Office Supplies & Consumables	Toner, Punch, Staple	128.43				
10	518.05-01-00	Office Supplies & Consumables	P-Touch Tape	58.47CR				
10	501.03-01-00	Telephone & Voicemail	Cloty Hall Phone	497.61				
10	525.03-05-00	Mobile Phones & Pagers	Phones-PK	82.40				
10	518.03-05-00	Mobile Phones & Pagers	Phones-CD	132.10				
10	515.03-05-00	Mobile Phones & Pagers	Phones-PW	20.60				
10	520.03-05-00	Mobile Phones & Pagers	Phones-ST	199.95				
10	505.03-05-00	Mobile Phone & Pagers	Phones-PD	226.72				
30	501.03-06-00	Wi-Fi	Phones-SW	39.99				
10	520.03-01-00	Telephone & Voicemail	Phones-ST	47.00				
10	520.03-04-00	Water	Water-ST	15.12				
10	505.03-01-00	Telephone & Voicemail	Phone-PD	59.44				
10	525.03-01-00	Telephone & Voicemail	Phone-PK	140.77				
10	520.03-01-00	Telephone & Voicemail	Phone-ST	69.98				
30	501.03-01-00	Telephone & Voicemail	Phone-SW	137.07				
30	501.07-42-00	One Call Utility Locating	Pager-SW	13.93				
10	518.05-01-00	Office Supplies & Consumables	Monitor Stand-CD	35.49				
10	501.05-01-00	Office Supplies & Consumables	Note Pad & Binder Cl	17.86				
10	501.05-01-00	Office Supplies & Consumables	Post-Its, Sharpies,	50.74				
10	520.05-01-00	Office Supplies & Consumables	Post-Its & Ink Cartr	41.13				
10	515.05-01-00	Office Supplies & Consumables	3-Tab Folders-PW	17.39				
10	518.05-01-00	Office Supplies & Consumables	Pens-CD	14.98				
10	510.05-01-00	Office Supplies & Consumables	White Out & Post-Its	24.77				
30	501.09-21-00	Miscellaneous	Google Sewer-SW	4.19				
10	501.03-08-00	Cable	Cable-AD	174.77				
10	525.03-04-00	Water	Water-PK	31.50				
10	501.01-41-02	Professional Dev - Staff	EDC Luncheon-AD	25.00				
10	505.01-41-00	Membership Fees & Dues	MO Peace Officers Me	25.00				
10	501.09-21-00	Misc-Other	Lunch with Lauren-AD	21.97				
10	501.05-02-00	Postage	W-3 Mailing Postage-	2.30				
10	501.01-41-02	Professional Dev - Staff	Hotel GFOA Seminar-A	86.32				
10	501.01-41-02	Professional Dev - Staff	Registration GFOA Se	95.00				
10	501.06-01-00	Building Maint & Repair	Entryway Heater Moto	114.23				
10	501.06-01-00	Building Maint & Repair	Entryway Heater Moto	110.00				
10	501.09-20-02	Exec Session Meeting Supplies	Meeting Food-AD	49.61				
10	501.06-01-00	Building Maint & Repair	Shipping-AD	42.84				
10	501.06-01-00	Building Maint & Repair	Entryway Heater Fans	51.69				
10	525.06-01-00	Buildings Maint & Repair	Parkville Self-Stora	170.00				
10	525.06-12-00	Playground Equipment Repair	Playground Rubber-PK	785.13				
10	515.01-41-02	Professional Development	Pizza Equipment Trai	50.00				
10	515.01-41-02	Professional Development	Cookies Equipment Tr	12.95				
10	501.01-41-03	Professional Dev - Board	Banneker School Brea	189.60				
10	501.01-41-02	Professional Dev - Staff	Banneker School Brea	37.92				
10	501.01-41-02	Professional Dev - Staff	Spring Institute Reg	405.00				
10	501.09-20-02	Exec Session Meeting Supplies	02/02 Exec Session D	23.97				
30	501.05-02-00	Postage	Certified Letter Pos	1.62				

4,465.61

VENDOR SET: 01 City of Parkville
 BANK: AP Pooled Cash Regular AP
 DATE RANGE: 2/15/2016 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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* * T O T A L S * *		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:		1	4,465.61	0.00	4,465.61
HAND CHECKS:		0	0.00	0.00	0.00
DRAFTS:		0	0.00	0.00	0.00
EFT:		0	0.00	0.00	0.00
NON CHECKS:		0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS		0.00		
	VOID CREDITS		0.00	0.00	0.00

TOTAL ERRORS: 0

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
10 501.01-41-02	Professional Dev - Staff	649.24
10 501.01-41-03	Professional Dev - Board	189.60
10 501.03-01-00	Telephone & Voicemail	497.61
10 501.03-08-00	Cable	174.77
10 501.05-01-00	Office Supplies & Consumables	197.03
10 501.05-02-00	Postage	2.30
10 501.06-01-00	Building Maint & Repair	318.76
10 501.09-20-02	Exec Session Meeting Supplies	73.58
10 501.09-21-00	Misc-Other	21.97
10 505.01-41-00	Membership Fees & Dues	25.00
10 505.03-01-00	Telephone & Voicemail	59.44
10 505.03-05-00	Mobile Phone & Pagers	226.72
10 510.05-01-00	Office Supplies & Consumables	24.77
10 515.01-41-02	Professional Development	62.95
10 515.03-05-00	Mobile Phones & Pagers	20.60
10 515.05-01-00	Office Supplies & Consumables	17.39
10 518.03-05-00	Mobile Phones & Pagers	132.10
10 518.05-01-00	Office Supplies & Consumables	8.00CR
10 520.03-01-00	Telephone & Voicemail	116.98
10 520.03-04-00	Water	15.12
10 520.03-05-00	Mobile Phones & Pagers	199.95
10 520.05-01-00	Office Supplies & Consumables	41.13
10 525.03-01-00	Telephone & Voicemail	140.77
10 525.03-04-00	Water	31.50
10 525.03-05-00	Mobile Phones & Pagers	82.40
10 525.06-01-00	Buildings Maint & Repair	170.00
10 525.06-12-00	Playground Equipment Repair	785.13
*** FUND TOTAL ***		4,268.81

VENDOR SET: 01 City of Parkville
BANK: AP Pooled Cash Regular AP
DATE RANGE: 2/15/2016 THRU 99/99/9999

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
30 501.03-01-00	Telephone & Voicemail	137.07
30 501.03-06-00	Wi-Fi	39.99
30 501.05-02-00	Postage	1.62
30 501.07-42-00	One Call Utility Locating	13.93
30 501.09-21-00	Miscellaneous	4.19
	*** FUND TOTAL ***	196.80

VENDOR SET: 01	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			1	4,465.61	0.00	4,465.61
BANK: AP	TOTALS:		1	4,465.61	0.00	4,465.61
REPORT TOTALS:			1	4,465.61	0.00	4,465.61

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00097	P & G Hardware							
I-Stmt 02-25-2016	Stmt 02-25-2016	R	3/01/2016			034987		
10 525.05-21-00	Equipment & Handtools		Screws-PK	3.49				
10 525.05-21-00	Equipment & Handtools		Wheels & Saw Blade-P	12.15				
40 520.06-01-00	Building Maintenance & Repair		Toilet Seat-TP	9.79				
10 520.05-21-00	Handtools		Clamps-ST	17.94				
40 520.06-21-00	Vehicle & Equipment Maintenance		Repair Parts-TP	16.46				
40 520.06-21-00	Vehicle & Equipment Maintenance		Repair Parts-TP	9.48				
10 525.05-21-00	Equipment & Handtools		Hardware-PK	31.80				
10 525.06-21-01	Equipment Repair & Maintenance		Hardware-PK	11.78				
10 525.05-21-00	Equipment & Handtools		Hardware-PK	22.27				135.16

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	135.16	0.00	135.16
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

TOTAL ERRORS: 0

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
10 520.05-21-00	Handtools	17.94
10 525.05-21-00	Equipment & Handtools	69.71
10 525.06-21-01	Equipment Repair & Maintenance	11.78
	*** FUND TOTAL ***	99.43
40 520.06-01-00	Building Maintenance & Repair	9.79
40 520.06-21-00	Vehicle & Equipment Maintenance	25.94
	*** FUND TOTAL ***	35.73

VENDOR SET: 01	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			1	135.16	0.00	135.16
BANK: AP	TOTALS:		1	135.16	0.00	135.16
REPORT TOTALS:			1	135.16	0.00	135.16

CITY OF PARKVILLE

Policy Report

DATE: Friday, February 19, 2016

PREPARED BY:
Stephen Lachky
Community Development Director

REVIEWED BY:
Lauren Palmer
City Administrator

ISSUE:

Approve a Resolution of Support for an Application for the Mid-America Regional Council's (MARC) 2016 Call for Projects for Federal Fiscal Year (FFY) 2019-2020 federal-aid transportation funding.

BACKGROUND:

On January 5, 2016, a consultant team from CFS Engineers and MCD Associates presented the final report for the *Route 9 Corridor Study* to the Board of Aldermen. The study was part of MARC's Planning Sustainable Places (PSP) Program which provides funding to communities for plans that advance project-specific activities at a center or along a transportation corridor. The *Route 9 Corridor Study* built off previous community planning efforts — including the *Livable Communities Study (2013)* and *Vision Downtown Parkville (2014)* — and generated preliminary engineering designs for multimodal improvements at twelve project segments along Route 9 from Route 45 to Mattox Road in Riverside. Major improvements listed in the *Route 9 Corridor Study* include:

- Where possible, a 3-lane section should be implemented with a 5-foot sidewalk (west side) and a 10-foot multi-use path (east side). Two lanes are proposed for segments that are constrained by topography or require fewer movements.
- Curbs, drains, bioswales and other stormwater infrastructure are recommended to eliminate runoff issues.
- Install a new traffic signal at Clark Avenue and include a street stub for a possible future connection to the east.
- Improve access control between Clark Avenue and Lakeview Drive in a manner that preserves existing driveways and maintains the function of adjacent properties.
- In the short-term, utilize re-striping and curbs to improve the visibility of the intersection with Main Street. For the future, consider reconfiguring Main Street to extend north and connect to Lakeview Drive.
- Rebuild the existing retaining wall at 12th Street to improve visibility.
- Improve the East Street corridor with a new signal at 1st Street; turn lanes at 2nd, 5th, and 6th Streets; new sidewalk and multi-use path; and re-open the White Aloe Creek Trail on the Park University campus. Improve pedestrian connectivity from Route 9 to the riverfront trail network through the signalized intersection at 1st Street and downtown.
- Install turn lanes at Coffey Road.
- Install a new traffic signal at Mattox Road (Riverside segment).

Following the presentation and questions to the consultant team, the Board of Aldermen, on a vote of 6-0, adopted the study and directed staff to submit an application(s) to MARC for the 2016 Call for Projects round. The recommendation of the consultant team that was discussed at the January 5 meeting was to submit two grant applications as follows: (1) Grouping project priorities #1 and #2 (62nd St. to Lakeview Dr.) and (2) grouping project priorities #4 and #5 (7th St. to 2nd St.). On February 2, 2016, the Board of Aldermen held a closed executive work session to discuss matters of attorney-client privilege related to the creation of a Community

Improvement District (CID) along the Route 9 corridor. One proposed objective of the CID is to create a funding mechanism to generate local match dollars to support one or more grant applications to MARC. Based on the feedback from the Board of Aldermen during the work session, staff has been internally convening and discussing project segments identified by the *Route 9 Corridor Study*, scenarios for implementing the project segments over the 25-year project timeline, and potential applications that could be submitted to MARC for the 2016 Call for Projects round.

The *Route 9 Corridor Study* includes a project prioritization tool to help the City evaluate project segments for implementation (see Attachment 2). Project segments were scored based on a variety of factors including MARC scoring criteria, economic impact, traffic benefit, cost and feasibility. The prioritization matrix is a helpful tool for staff to guide decisions about the timing and public investment for various improvements. Staff considered the project prioritization matrix; recommendations made by the Route 9 Steering Committee, consultant team, and Board of Aldermen; and availability of local match funding to develop project application scenarios that could be submitted for MARC's 2016 Call for Projects. A summary of six application scenarios is included as Attachment 3 and will be reviewed in more detail at the Board of Aldermen meeting on March 1.

BUDGET IMPACT:

Staff's recommendation is to submit an application for Scenario 4. The estimated cost of completing this project is \$740,783.13. Federal-aid transportation funding awarded through MARC is limited to a maximum of 80 percent federal share with a required local match of at least 20 percent. Additionally, MARC will collect a project fee equivalent to 0.5 percent of any federal funds awarded. Funds awarded are typically administered by MoDOT through Local Public Agency program procedures. These funding programs are reimbursable programs and progress payments are allowed. Awarded funding will need to be obligated in either FFY 2019 (October 1, 2018-September 30, 2019) or FFY 2020 (October 1, 2019-September 30, 2020). A one-time, one-year extension for projects is allowed.

For Scenario 4, the City of Parkville would request \$592,626.50 in federal funding. If awarded funding, the City would be required to contribute \$148,156.63 in local match and \$2,963.13 for the MARC project fee; this amounts to a total of \$151,119.76. The City would be invoiced \$2,963.13 for the MARC project fee in 2017. The City could budget funds in 2017 from its General Fund and/or Transportation Fund CIP to pay for this cost. The City plans on using revenues from the future 9 Highway CID to support the local match contribution of \$148,156.63. Based on projections in the *Route 9 Corridor Study*, staff is optimistic that the full local match can be generated through the CID by fiscal year 2020. However, General Fund and/or Transportation Fund dollars could be programmed in future years of the CIP to supplement any gap. Once the Board approves a project application, staff plans on approaching Platte County to request funding specifically to support the 10-ft. multi-use trail connection to the Southern Platte Pass Trail. Any contribution from the County could offset the City's local match obligation.

ALTERNATIVES:

1. Approve Resolution No. 16-004 in support of Scenario 1 (62nd St. to PAC).
 2. Approve Resolution No. 16-004 in support of Scenario 2 (62nd to PAC – reduced scope).
 3. Approve Resolution No. 16-004 in support of Scenario 3 (Route 45 to 62nd St.).
 4. Approve Resolution No. 16-004 in support of Scenario 4 (Route 45 to 62nd St. – reduced scope).
 5. Approve Resolution No. 16-004 in support of Scenario 5 (5th St. to 2nd St.), contingent upon local match funding support from the Parkville Old Towne Market Community Improvement District (POTMCID).
-

6. Approve Resolution No. 16-004 in support of Scenario 6 (2nd St. to Park University Entrance Dr.), contingent upon local match funding support from the POTMCID.
7. Do not submit an application to MARC for the 2016 Call for Projects.
8. Postpone the item to March 15, 2016.

STAFF RECOMMENDATION:

Staff recommends that the Board of Aldermen approve a Resolution of Support for Scenario 4 (Route 45 to 62nd St. – reduced scope). Staff prefers this scenario because it's one of the highest prioritized segments in the *Route 9 Corridor Study*, will score well against MARC's criteria compared to other segments along the corridor, and the reduction in scope still includes several important items including stormwater infrastructure improvements and the multi-use trail. Additionally, local match funding to support the project can be better leveraged from the future 9 Highway CID and Platte County compared to other segments along the corridor. Lastly, this segment is a logical starting point for improvements along the corridor and begins the connection from Route 45 south along Route 9. MoDOT voiced support for this option in conversations with staff.

POLICY:

If the grant is awarded, acceptance will bind the City for future local match funds. Therefore, authorization is required by the Board of Aldermen to support the project application.

SUGGESTED MOTION:

I move to adopt Resolution No. 16-004 supporting the Route 9 Corridor Improvements from Route 45 to 62nd St., as described in Scenario 4 in the staff report, for the MARC 2016 Call for Projects for federal transportation funding.

ATTACHMENTS:

1. Resolution No. 16-004
2. Project Prioritization Matrix
3. Project Application Scenarios
4. MARC Call for Projects for FFYs 2019-2020
5. MARC 2014 Missouri STP Programming

By Reference

6. Route 9 Corridor Study Report – Available online at [http://www. http://parkvillemo.gov/route-9-corridor-study/](http://www.http://parkvillemo.gov/route-9-corridor-study/) or on loan from the City Clerk's Office



**CITY OF PARKVILLE, MO.
RESOLUTION No. 16-004**

A RESOLUTION APPROVING AND ENDORSING AN APPLICATION TO THE MID-AMERICA REGIONAL COUNCIL FOR SUBALLOCATED FEDERAL HIGHWAY ADMINISTRATION FUNDS THROUGH THE 2016 CALL FOR PROJECTS

WHEREAS, the City of Parkville deems it a high priority to improve quality of life for all citizens through its street and transportation system; and

WHEREAS, the Route 9 Corridor Study identifies important transportation concerns of area residents, specifically the need for Complete Street improvements along Hwy 9 to improve safety, mobility, stormwater management and multimodal accessibility; and

WHEREAS, the Route 9 Corridor Study builds off several previous planning studies and public engagement efforts including the Parkville Master Plan, Livable Communities Study, and Vision Downtown Parkville.

WHEREAS, the Mid-America Regional Council (MARC), in its role as Metropolitan Transportation Organization (MPO) for Greater Kansas City is soliciting 2016 Call for Projects proposals for Federal Fiscal Years (FFY) 2019-2020 for three Federal Highway Administration funding programs; and

WHEREAS, the Board of Aldermen adopted the Route 9 Corridor Study on January 5, 2016, and directed staff to submit grant application(s) to MARC for the 2016 Call for Projects for federal transportation funding.

NOW, THEREFORE, BE IT RESOLVED that the Board of Aldermen approves and endorses an application for the MARC 2016 Call for Projects to help fund transportation improvements along the Route 9 corridor from Route 45 to 62nd Street in Parkville.

BE IT FURTHER RESOLVED that the Board of Aldermen directs City Administration to complete and submit the required application documents.

IN TESTIMONY WHEREOF, I have hereunto set my hand, in the City of Parkville this 1st day of March 2016.

Mayor Nanette K. Johnston

ATTESTED:

City Clerk Melissa McChesney

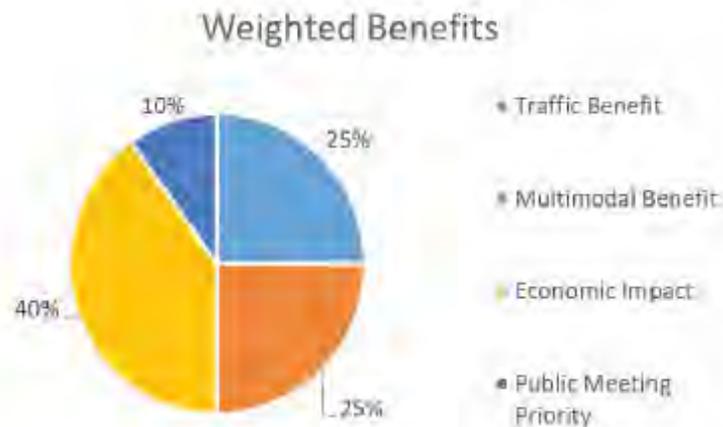
Project Prioritization Matrix			
Ranking #	Segment #	Segment Description	Estimated Cost¹
1	2	62 nd St. to PAC	\$657,569.01
2	3	PAC to Lakeview Dr.	\$1,752,739.80
3	1	Route 45 to 62 nd St.	\$890,995.92
4	8	5 th St. to 2 nd St.	\$247,065.39
5	7	7 th St. to 5 th St.	\$708,802.58
6	9	2 nd St. to White Alloe Creek	\$630,408.73
7	12	Coffey Rd. to Mattox Rd. ²	\$1,733,927.17
8	10	White Alloe Creek to Park University Entrance Dr.	\$506,779.98
9	11	Park University Entrance Dr. to Coffey Rd.	\$1,740,179.52
10	5	13 th St. to 12 th St.	\$1,047,731.58
11	4	Lakeview Dr. to 13 th St.	\$2,343,711.96
12	6	12 th St. to 7 th St.	\$913,307.14
Total			\$13,173,218.78

¹These costs include a 15% cushion for engineering design and inspection costs, as well as a 30% cushion to account for additional engineering, construction and other contingency costs if needed.

²Estimated costs for Segment 12A: Mattox Road Intersection Only is \$400,000. The City of Riverside, Mo. plans to submit an application for this intersection to MARC for the 2016 Call for Projects.

PROJECT PRIORITIZATION

Throughout the process of completing the Route 9 Corridor Study, it was critical that one of the most important outcomes needed to be a project prioritization matrix that would provide specific direction for community decision makers as to what order projects should move forward towards construction. Several categories of criteria were included within this matrix, which were developed over the multiple months of work with the Steering Committee and City leaders. Criteria included within the matrix includes: traffic benefit, multimodal benefit, economic benefit, public meeting priority, construction costs, ease of constructability, MARC scoring, low controversy, and requiring other segments to be built first. The scoring system applies a value of 0, 0.5, or 1 to each of the resultant categories which is multiplied by the weighted factor. Also of importance to have in the matrix is the scoring of every project segment using the Mid-America Regional Council Surface Transportation Program (STP) project scoring criteria. This MARC scoring is a significant category particularly if the City decides to submit Route 9 projects for federal funding. As one can see in the Prioritization Matrix, all of the Route 9 projects score very well within the MARC system, therefore the projects should receive strong consideration if submitted for funding.



Benefits in Addition to Safety

Project Segment	Traffic Benefit	Multimodal Benefit	Economic Benefit	Public Meeting Priority	Score (/50)	Rank
Route 45 to 62nd Street	Good	Best	Med	1	27.5	5
62nd St. to PAC	Better	Best	Med	2	33.75	2
PAC to Lakeview	Best	Best	High	4	50	1
Lakeview Dr to 13th St	Better	Best	Low	5	21.25	8
13th Street to 12th St	Better	Best	Low	8	21.25	8
12th St to 7th St	Good	Better	Low	9	6.25	12
7th St 5th St	Better	Good	High	11	26.25	6
5th St to 2nd St	Good	Good	High	6	22.5	7
2nd St to White Alloe Creek	Best	Good	High	9	32.5	4
White Alloe Creek to Park University Entrance Drive	Better	Better	Low	11	12.5	11
Park University Entrance Dr to Coffey Road	Best	Better	Low	6	21.25	8
Coffey Rd to Mattox Rd	Best	Better	Med	3	33.75	2

Weighted Feasibility



Feasibility

Project Segment	Cost	Ease of Constructability	M&R Scoring	Low Controversy	Require Other Segment	Score (/50)
Route 45 to 62nd Street	\$750,354	Easy	Best	Y	N	40.0
62nd St. to PAC	\$550,077	Easy	Best	N	N	45.0
PAC to Lakeview	\$1,518,451	Hard	Best	Y	N	20.0
Lakeview Dr to 13th St	\$2,031,710	Easy	Good	Y	Y	15.0
13th Street to 12th St	\$908,953	Hard	Good	Y	N	20.0
12th St to 7th St	\$785,360	Easy	Good	Y	Y	25.0
7th St 5th St	\$603,512	Easy	Better	Y	N	35.0
5th St to 2nd St	\$198,543	Easy	Better	N	N	40.0
2nd St to White Alloe Creek	\$537,729	Hard	Better	N	Y	25.0
White Alloe Creek to Park University Entrance Drive	\$414,886	Hard	Better	Y	Y	30.0
Park University Entrance Dr to Coffey Road	\$1,560,161	Hard	Good	Y	N	20.0
Coffey Rd to Mattox Rd	\$1,554,555	Hard	Good	Y	N	20.0

Benefits Ranking

1	PAC to Lakeview Dr	62nd to PAC
2	62nd St to PAC	PAC to Lakeview Dr
3	Coffey Rd to Mattox Rd	Route 45 to 62nd
4	2nd St to White Alloe Creek	5th St to 2nd St
5	Route 45 to 62nd St	7th St to 5th St
6	7th St to 5th St	2nd St to White Alloe Creek
7	5th St to 2nd St	Coffey Rd to Mattox Rd
8	13th St to 12th St	White Alloe Creek to Park University Entrance Drive
8	12th St to 7th St	Park University Entrance Dr to Coffey Rd
8	Park University Entrance Dr to Coffey Rd	13th St to 12 St
11	White Alloe Creek to Park University Entrance Dr	Lakeview Dr to 13th St
12	12th St to 7th St	12th St to 7th St

Feasibility Ranking

1	62nd St to PAC
2	Route 45 to 62nd St
3	5th St to 2nd St
4	7th St to 5th St
5	White Alloe Creek to Park University Entrance Dr
6	2nd St to White Alloe Creek
7	12th St to 7th St
8	PAC to Lakeview Dr
8	13th St to 12th St
8	Park University Entrance Dr to Coffey Rd
8	Coffey Rd to Mattox Rd
12	Lakeview Dr to 13th St

Overall Ranking

1	62nd St to PAC
2	PAC to Lakeview Dr
3	Route 45 to 62nd St
4	5th St to 2nd St
5	7th St to 5th St
6	2nd St to White Alloe Creek
7	Coffey Rd to Mattox Rd
8	White Alloe Creek to Park University Entrance Dr
9	Park University Entrance Dr to Coffey Rd
10	13th St to 12th St
11	Lakeview Dr to 13th St
12	12th St to 7th St

Note: Project application scenarios below are not arranged in any specific order of importance.

Project Application Scenarios						
#	Scenario	Location	Estimated Cost	¹Local Match Required	²MARC Project Fee	³Parkville Commitment
1	Highest Priority	62 nd St. to PAC	\$657,569.01	\$131,513.80	\$2,630.28	\$134,144.08
2	Highest Priority (Reduced Scope)	62 nd St. to PAC	\$540,165.76	\$108,033.15	\$2,160.66	\$110,193.82
3	Closest in Proximity to Route 45	Route 45 to 62 nd St.	\$890,995.92	\$178,199.18	\$3,563.98	\$181,763.17
4	Closest in Proximity to Route 45 (Reduced Scope)	Route 45 to 62 nd St.	\$740,783.13	\$148,156.63	\$2,963.13	\$151,119.76
5	Lowest Cost	5 th St. to 2 nd St.	\$247,065.39	\$49,413.08	\$988.26	\$50,401.34
6	Most Noticeable Impact	2 nd St. to Park University Entrance Dr.	\$1,137,188.71	\$227,437.74	\$4,548.75	\$231,986.50
7	Do Not Submit an Application	N/A	\$0.00	\$0.00	\$0.00	\$0.00

¹Federal-aid transportation funds awarded to any project are limited to a maximum of 80 percent federal share with a required local match of at least 20 percent.

²MARC will collect a fee equivalent to 0.5 percent of any federal funds awarded to projects through the 2016 Call for Projects. Sponsors of projects awarded funding will be invoiced for this fee in 2017.

³Includes 20 percent minimum local match requirement and MARC project fee.

The pros and cons of each scenario are as follows:

Scenario 1 – Highest Priority

The subject project segment is generally located between 62nd St. to the Parkville Athletic Complex (PAC). The estimated cost for completing this segment is \$657,569.01 which requires a City commitment of \$134,144.08 (\$131,513.80 in local match funding and \$2,630.28 for the MARC project fee).



Scenario 1 – Highest Priority		
Scope	Pros	Cons
<ul style="list-style-type: none"> • Pavement, 126 Tons • Shoulder, 0 sq. yards • Concrete Curb and Gutter, 1,973 ft. • Storm Sewer, 2,000 ft. • Sidewalk, 1,272 sq. yards • Retaining Wall, 0 square feet • Traffic Signal Installation 	<ul style="list-style-type: none"> • Implements highest prioritized segment in <i>Route 9 Corridor Study</i> • Accommodates future development to the east and possible alternative access to Pinecrest neighborhood • Traffic Signal at Clark Ave. • MoDOT could commit statewide funding in the future to supplement improvements. 	<ul style="list-style-type: none"> • Need 24-hour traffic counts to warrant a traffic signal through MoDOT. • “Trail to Nowhere” - No direct multimodal connection made to Southern Platte Pass Trail along Route 45 • MoDOT cannot commit statewide funding to this project at this current time.

Scenario 2 – Highest Priority (Reduced Scope)

The subject project segment is generally located between 62nd St. to the Parkville Athletic Complex (PAC). With this scenario, 4' concrete sidewalk improvements along the west side of the corridor will be removed from the project scope to save costs. Additionally, pedestrian-level lighting will be removed from the project scope since street lighting along the segment already exists. The estimated cost for completing this segment is \$540,165.76 which requires a City commitment of \$110,193.82 (\$108,033.15 in local match funding and \$2,160.66 for the MARC project fee).



Scenario 2 – Highest Priority (Reduced Scope)		
Scope	Pros	Cons
<ul style="list-style-type: none"> • Pavement, 126 Tons • Shoulder, 0 sq. yards • Concrete Curb and Gutter, 1,973 ft. • Storm Sewer, 2,000 ft. • Sidewalk, 0 sq. yards • Retaining Wall, 0 square feet • Traffic Signal Installation 	<ul style="list-style-type: none"> • Implements highest prioritized segment in <i>Route 9 Corridor Study</i> • Still implements curb and gutter, Storm Sewer improvements, and Traffic Signal at Clark Ave. • Still implements 10 ft. shared-use-path along the east side of Route 9 • MoDOT could commit statewide funding in the future to supplement improvements. 	<ul style="list-style-type: none"> • “Trail to Nowhere” - No direct multimodal connection made to Southern Platte Pass Trail along Route 45 • No sidewalk improvements provided along the west side of Route 9 • No pedestrian-level lighting provided; however, it may be added later in time through a partnership with KCP&L. • MoDOT cannot commit statewide funding to this project at this current time. • Relative priority in the matrix may be skewed with scope reductions.

Scenario 3 – Closest in Proximity to Route 45

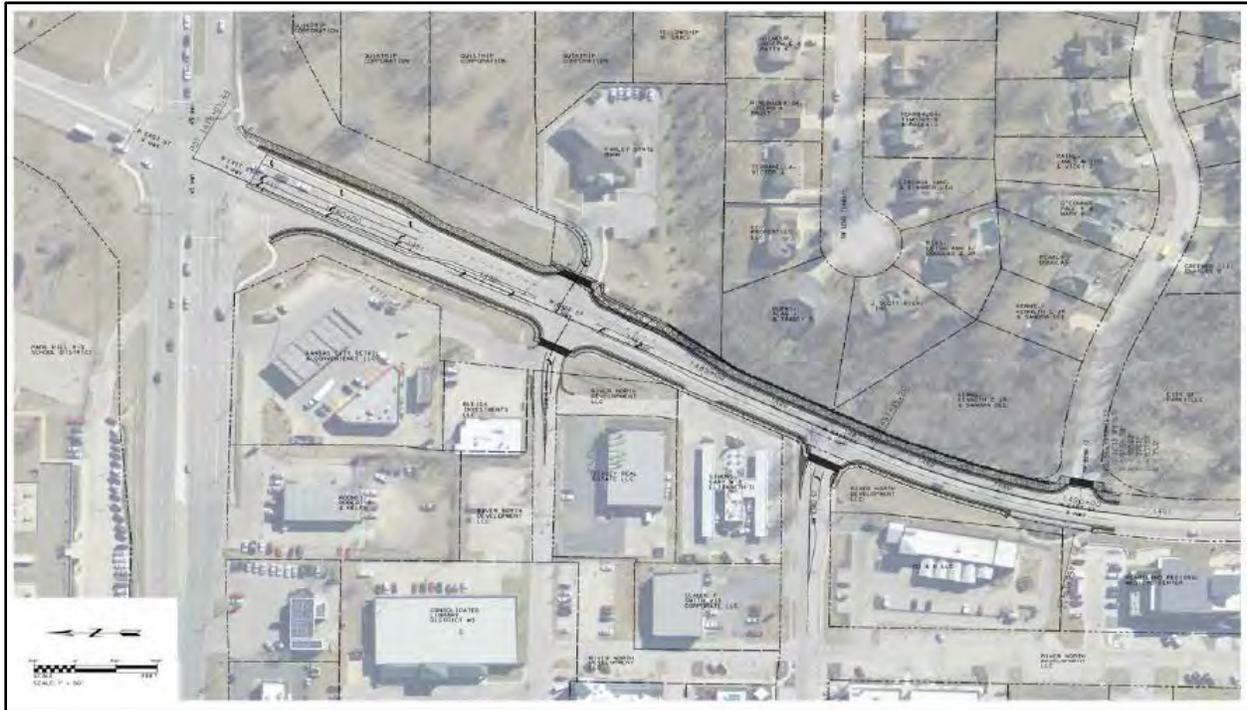
The subject project segment is generally located between Route 45 and 62nd St. The estimated cost for completing this segment is \$890,995.92 which requires a City commitment of \$181,763.17 (\$178,199.18 in local match funding and \$3,563.98 for the MARC project fee).



Scenario 3 – Closest in Proximity to Route 45		
Scope	Pros	Cons
<ul style="list-style-type: none"> • Pavement, 78 Tons • Shoulder, 0 sq. yards • Concrete Curb and Gutter, 2,472 ft. • Storm Sewer, 2,000 ft. • Sidewalk, 1,667 sq. yards • Retaining Wall, 1,836 sq. ft. 	<ul style="list-style-type: none"> • Implements 3rd highest prioritized segment in <i>Route 9 Corridor Study</i> • Project boundaries fall within the minimum projected boundaries of the 9 Highway CID; members see immediate improvements • Alleviates stormwater runoff on adjacent properties to the east of Route 9 • Connectivity to the Southern Platte Pass trail 	<ul style="list-style-type: none"> • Estimated cost approaching \$1 million

Scenario 4 – Closest in Proximity to Route 45 (Reduced Scope)

The subject project segment is generally located between Route 45 and 62nd St. With this scenario, 4' concrete sidewalk improvements along the west side of the corridor will be removed from the project scope to save costs. Additionally, pedestrian-level lighting will be removed from the project scope since street lighting along the segment already exist. The estimated cost for completing this segment is \$740,783.13 which requires a City commitment of \$151,119.76 (\$148,156.63 in local match funding and \$2,963.13 for the MARC project fee).



Scenario 4 – Closest in Proximity to Route 45 (Reduced Scope)		
Scope	Pros	Cons
<ul style="list-style-type: none"> • Pavement, 78 Tons • Shoulder, 0 sq. yards • Concrete Curb and Gutter, 2,472 ft. • Storm Sewer, 2,000 ft. • Sidewalk, 0 sq. yards • Retaining Wall, 1,836 sq. ft. 	<ul style="list-style-type: none"> • Implements 3rd highest prioritized segment in <i>Route 9 Corridor Study</i> • Project boundaries fall within the projected minimum boundary of the 9 Highway CID; members see immediate improvements • Alleviates stormwater runoff on adjacent properties to the east of Route 9 	<ul style="list-style-type: none"> • No sidewalk improvements provided along the west side of Route 9 • No pedestrian-level lighting provided; however, it may be added later in time through a partnership with KCP&L.

Scenario 5 – Lowest Cost

The subject project segment is generally located between 5th St. and 2nd St. The estimated cost for completing this segment is \$247,065.39 which requires a City commitment of \$50,401.34 (\$49,413.08 in local match funding and \$988.26 for the MARC project fee).



Scenario 5 – Lowest Cost		
Scope	Pros	Cons
<ul style="list-style-type: none"> • Pavement, 24 Tons • Shoulder, 0 sq. yards • Concrete Curb and Gutter, 538 ft. • Storm Sewer, 750 ft. • Sidewalk, 554 sq. yards • Retaining Wall, 189 sq. ft. 	<ul style="list-style-type: none"> • Implements 4th highest prioritized segment in <i>Route 9 Corridor Study</i> • Local match funding could be committed from the Parkville Old Towne Market (POTM) CID. • Implements improvements within the Old Town District • Multimodal improvements connect to existing sidewalks on both sides of Route 9 • Least expensive project segment to implement 	<ul style="list-style-type: none"> • Smallest project segment in terms of length (mi.) along Route 9 • Project boundaries fall outside of the 9 Highway CID.

Scenario 6 – Most Noticeable Impact

The subject project segment is generally located between 2nd St. to Park University Entrance Dr. The estimated cost for completing this segment is \$1,137,188.71 which requires a City commitment of \$231,986.50 (\$227,437.74 in local match funding and \$4,548.75 for the MARC project fee).



Scenario 6 – Most Noticable Impact

Scope	Pros	Cons
<ul style="list-style-type: none"> • Pavement, 161 tons • Shoulder, 0 sq. yards • Concrete Curb and Gutter, 2,419 ft. • Storm Sewer, 1,200 ft. • Sidewalk, 1,020 sq. yards • Retaining Wall, 59 sq. ft. • Traffic Signal installation 	<ul style="list-style-type: none"> • Traffic Signal at 1st St. • Two left-turn lanes between 2nd and 1st St. • Local match funding could be shared with the Parkville Old Towne Market Community Improvement District • Implements improvements within the Old Town District • Multimodal improvements connect to existing sidewalks on both sides of Route 9 	<ul style="list-style-type: none"> • Implementation depends on the next adjacent segment, Segment 10: White Alloe Creek to Park University Entrance Drive, to be expanded to four lanes • Additional counts are required to ensure the traffic signal is warranted through MoDOT

Scenario 7 – Do Not Submit an Application

With this scenario, the City of Parkville would not submit a project application to MARC for the 2016 Call for Projects. The next anticipated Call for Projects for federal-aid transportation funding through MARC would not be until 2018 for Federal Fiscal Year (FFY) 2021 and beyond. However, a Call for Projects for MARC’s Planning Sustainable Places (PSP) program will take place in the late 2nd quarter – early 3rd quarter of 2016. \$600,000 of Missouri Surface Transportation Block Grant Program (STBGP) funding has been secured for the Call for Projects and “implementation” activities of previously funded PSP projects, including the *Route 9 Corridor Study*, are eligible.

Scenario 5 – Lowest Cost		
Scope	Pros	Cons
<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> City of Parkville would save money otherwise used as local matching funds Would allow more time to form the CID and build revenues Would allow more time to seek alternative funding through other private and/or public partnerships Final engineering & design for project segments could be completed in the meantime 	<ul style="list-style-type: none"> Miss out on opportunity to receive funding at an 80-20 split Next Call for Projects for federal-aid transportation funding would not be until 2018 (earliest construction not until FFY 2021)

From: [Marc Hansen](#)
To: [Stephen Lachky](#)
Subject: Call for Projects for Federal Fiscal Years 2019-2020
Date: Friday, January 22, 2016 2:17:15 PM

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**CALL FOR PROJECTS:
SUBALLOCATED FEDERAL HIGHWAY ADMINISTRATION FUNDS**

Deadline: MARCH 25, 2016



Date: January 22, 2016
To: Elected officials, professional staff of jurisdictions and transportation agencies
From: David A. Warm, Executive Director
Regarding: Call for projects: Suballocated Federal Highway Administration funds
Deadline: March 25, 2016

The Mid-America Regional Council (MARC) in its role as Metropolitan Planning Organization (MPO) for Greater Kansas City is soliciting project proposals for Federal Fiscal Years (FFY) 2019-2020 for three Federal Highway Administration funding programs.

Project selection will help support regional transportation goals

The MARC Board of Directors has adopted a regional vision for Greater Kansas City to be a sustainable region that increases the vitality of our society, economy and environment for current residents and future generations. In 2015, the update to the region's long-range metropolitan transportation plan, Transportation Outlook 2040, reinforced this vision by setting goals for a safe, balanced and regional multimodal transportation system that coordinates with land-use planning, supports equitable access to opportunities and protects the environment.

Projects submitted for consideration will be evaluated on how closely they align with the policy goals of the long-range plan.

Anticipated funding

On December 4, 2015, President Obama signed into law the Fixing America's Surface Transportation Act, or "FAST Act" which authorizes federal surface transportation programs through FFY 2020. Under this new legislation, anticipated funding targets for this project solicitation are as shown in the table below. These amounts are subject to change.

Program	Anticipated funding for FY 2019–2020	
	Kansas	Missouri
Congestion Mitigation/Air Quality (CMAQ)	\$5.8	\$5.3
Surface Transportation Block Grant Program (STP)	\$26.6	\$34.0
STP Set-aside, formerly the Transportation Alternatives Program (TAP)	\$2.4	\$3.0

All of these programs are reimbursement programs. Federal funds awarded to any project are limited to a maximum of 80 percent federal share with a required local match of at least 20 percent. Funds awarded to projects through these programs will typically be administered by KDOT or MoDOT through Local Public Agency program procedures.

Project eligibility

State and local government entities and transportation agencies within the MARC MPO boundary (Johnson, Leavenworth, Miami and Wyandotte counties in Kansas, and Cass, Clay, Jackson and Platte counties in Missouri) may submit projects for STP and set-aside funds. CMAQ funds are only available for the region's air quality planning boundary (Johnson and Wyandotte counties in Kansas, and Clay, Jackson and Platte counties in Missouri).

Eligible applicants may partner with non-governmental entities to sponsor eligible projects. Eligible projects may include:

- Active transportation, including bicycle and pedestrian infrastructure.
- Alternative fuel and diesel retrofit strategies to improve regional air quality.
- Public transportation.
- Outreach strategies to improve regional air quality.
- Roadway and bridge capacity, management, operations, preservation and traffic flow.
- Transportation safety.

A list of online resources is provided on the application site regarding eligible and excluded uses for each program.

Project fee

MARC will collect a fee equivalent to 0.5 percent of any federal funds awarded to projects through this programming cycle.

Sponsors of projects awarded funding will be invoiced for this fee in 2017.

Application

Jurisdictions may apply for funds using an online database and submission form. The application instructions, additional resources, maps and submission form are available online at www.marc2.org/tr_cfp/.

The application deadline is 4 p.m. (local time) on Friday, March 25, 2016.

MARC staff will conduct a pre-application workshop on Thursday, Feb. 4, to answer questions regarding the application procedures and form. This workshop will be held in the MARC Conference Center Board Room from 1:30–3 p.m.

Attendance at this workshop is not required to participate in this funding opportunity, but is strongly encouraged.

MARC Staff contacts

Policy and Program Questions

Ron Achelpohl, P.E.

Director of Transportation and Environment

816-474-4240

rona@marc.org

Application Materials and Forms Questions

Marc Hansen, AICP

Principal Planner

816-701-8317

mhansen@marc.org

Resources

Transportation Outlook
2040:

www.to2040.org

Programming Policy
Statement:

www.to2040.org/assets/2015_plan/AppendH_PPS_adopt_final.pdf

Complete Streets:

www.marc.org/Transportation/Special-Projects/Regional-Initiatives/Complete-Streets

Congestion Management
Process:

www.marc.org/Transportation/Plans-Studies/Transportation-Plans-and-Studies/Congestion-Management-Process

Project fees:

www.marc.org/Transportation/Funding/pdf/New-Freedom/MARC-Local-Match-Policy-April2012.aspx

Reasonable Progress
Policy:

www.marc.org/Transportation/Funding/assets/ReasonableProgressPolicy_ADOPTED

Federal Highway
Administration:

www.fhwa.dot.gov/

Federal Transit
Administration:

www.fta.dot.gov

CMAQ Guidance:

www.fhwa.dot.gov/environment/air_quality/cmaq/policy_and_guidance/2013_guidance/cmaq2013.pdf

STP Guidance:

www.fhwa.dot.gov/map21/guidance/guidestprev.cfm

TAP Guidance:

www.fhwa.dot.gov/map21/guidance/guidetap.cfm

Local public agency information

Kansas:

www.ksdot.org/burlocalproj/default.asp

Missouri:

www.modot.org/business/lpa/



From: [Marc Hansen](#)
To: [Stephen Lachky](#)
Subject: 2014 Missouri STP Programming
Date: Monday, February 22, 2016 11:36:36 AM

Stephen,

In the last programming round (2014), the following applies to the Missouri STP committee:

Available for Programming:	\$59,800,000
Applications Received:	82
Funding Requested:	\$245,938,000
Jurisdictions Applying:	21
Applications Funded:	18
Jurisdictions Funded:	14

Let me know if you need additional details or have any questions.

Marc Hansen, AICP | Principal Planner | Mid-America Regional Council
600 Broadway Blvd., Ste. 200 | Kansas City, MO | 64105
816.701.8317 | <http://www.marc.org/transportation>

CITY OF PARKVILLE

Policy Report

Date: February 23, 2016

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Lauren Palmer
City Administrator

ISSUE:

Authorize staff to gather input from a small group and negotiate with the low bidder for the English Landing Restroom Project.

BACKGROUND:

In March 2015, the City received an Outreach Grant from Platte County Parks and Recreation for the improvements to the English Landing Park restrooms. In July 2015, the Board of Aldermen approved a professional services contract with Williams, Spurgeon, Kuhl & Freshnock (WSKF) for the architectural services of the English Landing Park Restroom and Parks Storage Building.

Since that time, the design concepts were presented to the Community Land and Recreation Board (CLARB) and the Board of Aldermen for approval prior to commencement of the bidding process. The architect's estimate to construct the English Landing Park restroom was \$197,871. Several items were removed from the base bid and added as bid alternates to allow flexibility in the project, allowing the construction cost to get closer to the budgeted amount.

The bid request was released on January 14, 2016. Bids were received on February 9, 2016. There were seven contractors who responded to the bid request. The bid tabulation is included in Attachment 1.

The bid alternates were:

- (1) Add 3 stone bases with cast stones caps;
- (2) Add 5 skylights;
- (3) Add ADA drinking fountain with dog bowl;
- (4) Add 1 additional sink in the men's and women's restrooms;
- (5) Add heating to women's and men's restrooms;
- (6) Add gravel drive and gravel storage area;
- (7) Add wood fence around storage area; and
- (8) Add electrical service to Parks Storage Building.

The low bidder was Gunter Construction, with a base bid of \$273,700. The total bid with all alternates was \$306,560.

Because the bids exceeded the architect's estimate and project budget by about \$100,000, staff requested that the architect explain the discrepancy. The architect explained that the majority of the price difference was caused by the recovery of the market, causing the contractors to increase their overhead costs. The cost estimate that the architect provided did not accurately depict the shift in the market. The City has seen this issue with other projects over the past year.

Staff met with the low bidder, Gunter Construction, and the architect to find ways to reduce the scope of the project without a significant impact to the overall vision. By value engineering the project, the overall construction cost may be reduced, and allow the project to be closer to the budget. There will need to be significant cuts made in order to make up the \$100,000 difference.

Options for additional funding may include the Park Donations Fund, which has a current balance of approximately \$36,000, or postponing the construction of the parks storage building to redirect those funds (up to \$75,000) to the restroom project. Additional fundraising may also be possible for certain elements of the project, such as the water fountain or aesthetic features.

BUDGET IMPACT:

The 2016 Capital Improvement Program (CIP) includes \$210,000 for the construction of the English Landing Restroom, with the following funding sources: \$15,000 from the Parks Donations Fund; \$40,000 from the County Outreach Grant, and \$155,000 from a Fewson Fund loan. The CIP anticipates repaying the Fewson Fund loan over four years (2017-2020) at 3% interest from General Fund revenues (capital outlay), though final terms are subject to negotiation and approval by the Fewson Fund Management Committee and the Board of Aldermen.

ALTERNATIVES:

1. Authorize staff to gather input from the small committee and negotiate a contract scope and fee with the low bidder, Gunter Construction.
2. Reject all bids and direct staff to work with a small committee to review options associated with the restroom project.
3. Provide other direction to meet the desires of the Board of Aldermen.
4. Postpone the item.

FINANCE COMMITTEE RECOMMENDATION:

At the meeting on February 22, 2016, the Finance Committee, by a vote of 4-0, recommended that the Board of Aldermen reject all bids and directed staff to form a small group composed of the Mayor, two Aldermen, two members of the Community Land and Recreation Board (CLARB), and staff to review options regarding the restroom project.

STAFF RECOMMENDATION:

Staff does not concur with the recommendation of the Finance Committee, and instead recommends authorizing staff to negotiate with the low bidder. Rejecting all bids and starting over with the design process will put the project further behind. Realistically the project will likely be delayed at least another year unless the Board authorizes proceeding with construction during the peak summer season. Any delay could jeopardize the \$40,000 grant funding committed by Platte County and could have ramifications for the City to obtain future grant funding. Staff does not anticipate that the construction costs will go down in the future; this trend will most likely continue.

There is no apparent downside to attempting to negotiate with the low bidder to determine if the project can be salvaged this year. Staff supports the idea of convening a small group of staff, elected, and appointed officials to review the project scope. This input could help inform negotiations with the low bidder. Any negotiated scope and fee would be presented to the Finance Committee, and ultimately the Board of Aldermen, for review and approval. If negotiations are not successful in re-scoping the project to an acceptable level, the City may then evaluate other options, including but not limited to deferring the project or remodeling the existing facility.

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. The City's bid documents state that the City reserves the right to reject any and all Bids, to waive any and all informalities, and to disregard all nonconforming, nonresponsive, or conditional Bids, to re-advertise for Bids, and to negotiate with the lowest responsive, responsible bidder.

SUGGESTED MOTION:

Staff Recommendation: I move to authorize staff to gather input from a small committee and negotiate a contract scope and fee with the low bidder, Gunter Construction.

Finance Committee Recommendation: I move to reject all bids and to assemble a small committee to review options associated with the English Landing Park restroom project.

ATTACHMENT:

1. Bid Tabulation

BID TABULATION

English Landing Park Restrooms
 Tuesday, February 9, 2016
 10:05 a.m. - Public Works Conference Room

<u>BIDDER</u>	<u>BASE BID</u>	<u>Alternate 1</u> <u>Stone</u> <u>Bases</u>	<u>Alternate 2</u> <u>Skylights</u>	<u>Alternate 3</u> <u>Fountain</u>	<u>Alternate 4</u> <u>Sinks</u>	<u>Alternate 5</u> <u>Heating</u>	<u>Alternate 6</u> <u>Gravel</u>	<u>Alternate 7</u> <u>Fence</u>	<u>Alternate 8</u> <u>Storage</u> <u>Elect</u>	<u>Total Bid</u>
Gunter Construction *	\$273,700.00	\$2,750.00	\$2,165.00	\$2,750.00	\$2,560.00	\$3,650.00	\$7,585.00	\$10,900.00	\$500.00	\$306,560.00
Herner Construction	\$282,500.00	\$3,800.00	\$5,800.00	\$2,500.00	\$1,900.00	\$4,300.00	\$7,700.00	\$15,800.00	\$8,000.00	\$332,300.00
Phillco Construction	\$291,000.00	\$7,600.00	\$8,800.00	\$2,800.00	\$2,700.00	\$3,500.00	\$8,000.00	\$19,500.00	\$9,000.00	\$352,900.00
Bruner Contracting	\$298,000.00	\$3,500.00	\$2,600.00	\$2,300.00	\$1,750.00	\$850.00	\$9,000.00	\$15,500.00	\$5,000.00	\$338,500.00
RF Benchmark	\$327,400.00	\$3,480.00	\$3,840.00	\$2,820.00	\$2,910.00	\$3,170.00	\$7,530.00	\$18,500.00	\$7,640.00	\$377,290.00
XEC, Inc.	\$375,931.00	\$3,368.00	\$2,956.00	\$4,615.00	\$2,446.00	\$2,686.00	\$12,195.00	\$15,977.00	\$10,406.00	\$430,580.00
BKM Construction	\$464,812.00	\$8,118.00	\$14,580.00	\$3,248.00	\$4,188.00	\$4,240.00	\$12,707.00	\$48,556.00	\$7,261.00	\$567,710.00

(*) Recommended Award of Purchase (Pending Scope and Fee Negotiations)

CITY OF PARKVILLE

Policy Report

Date: February 23, 2016

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Lauren Palmer
City Administrator

ISSUE:

Authorize staff to negotiate a collection and treatment service agreement with Platte County Regional Sewer District (PCRSB) for sewer service to West Park Lot 5.

BACKGROUND:

H&H Septic Service, property owner at 10350 NW Hwy FF (Lot 5, West Park Addition), has requested to be served by the City's sanitary sewer. This property is located within Unincorporated Platte County and is within the Platte County Regional Sewer District (PCRSB) service boundary (see Attachments 1 and 2).

There are a total of 6 buildings located within the West Park Addition, along Hwy FF. All of these buildings are currently served with private septic tanks. The current request is for a single property owner to be served by the City's sewer, but the proposed improvements were designed to provide additional service lines to the other property owners in the future. This area is also adjacent to the future site of the Missouri American Water plant. The sewer improvements associated with this request will assist with future service to the water plant.

The City has an existing 6" forcemain sewer located off of Hwy FF, adjacent to the property. The nearest PCRSB main is about 1 mile away and is not easily accessible to the property. Although this area is not within the Parkville city limits, it borders areas that are within the city limits. West Park Addition is located between River Hills Estates to the west and The Bluffs to the east. The property is eligible for voluntary annexation into Parkville, but the owners are not interested in being annexed into the city limits.

This item was presented at the February 16, 2016, Board of Aldermen meeting. At that time, staff was seeking guidance with respect to sewer service to this property by the City since it is outside the city limits. The Board of Aldermen had questions regarding whether there was a similar zoning district to what the property owner currently has within the County. Attachment 3 includes a memo from the Community Development Director outlining staff's zoning analysis. The memo concludes that there is a comparable zoning district in the City; however, there are other city regulations regarding screening of outdoor storage that are not currently met on the site. Staff's recommendation is that the property be annexed on the condition that it can comply with the City's applicable codes.

Since the meeting, staff had discussions with Dan Koch, Executive Director of the Platte County Regional Sewer District. He offered to intervene to assist with service to this customer by entering into a collection and treatment contract with the City. The proposal includes the City and PCRSB entering into a Service Agreement by which PCRSB will pay the City for collecting and treating sewage from PCRSB's customer. The City has similar (reversed) collection agreements with Kansas City, Missouri and PCRSB for collection and treatment of sewage from Parkville customers.

BUDGET IMPACT:

The budget impact is unknown at this time since it is subject to negotiations with PCRSD regarding collection and treatment fees. Staff intends to negotiate a fee structure to recoup all of its direct and indirect costs associated with the arrangement. The agreement will be presented to the Board of Aldermen at a later time for review and approval.

ALTERNATIVES

1. Direct staff to negotiate with Platte County Regional Sewer District to provide collection and treatment services for 10350 NW Hwy FF.
2. Direct staff to negotiate any necessary documents to extend city sewer service to 10350 NW Hwy FF under the current rate structure for Parkville residents.
3. Direct staff to draft an ordinance for an alternative rate structure for providing city sewer service to properties outside the city limits.
4. Do not provide or cooperate to extend sewer service for properties outside the city limits that are eligible for voluntary annexation.
5. Provide other direction to staff.
6. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends entering into a collection and treatment agreement with Platte County Regional Sewer District for service to the property at 12350 NW Hwy FF. In addition, staff will prepare a policy for Board review and approval to govern how similar requests are addressed in the future.

POLICY:

The Parkville Municipal Code is silent on the issue of extending sewer service to customers outside of the city limits. Based on the Board's input regarding this issue, staff intends to prepare a policy for Board review and approval to govern how similar requests are addressed in the future.

SUGGESTED MOTION:

I move to authorize staff to negotiate an agreement with Platte County Regional Sewer District for sewer collection and treatment for 12350 NW Hwy FF; and direct staff to draft a policy regarding future extensions of sewer service outside the city limits.

ATTACHMENTS:

1. Vicinity Map
2. Zoning Map
3. Community Development Memo

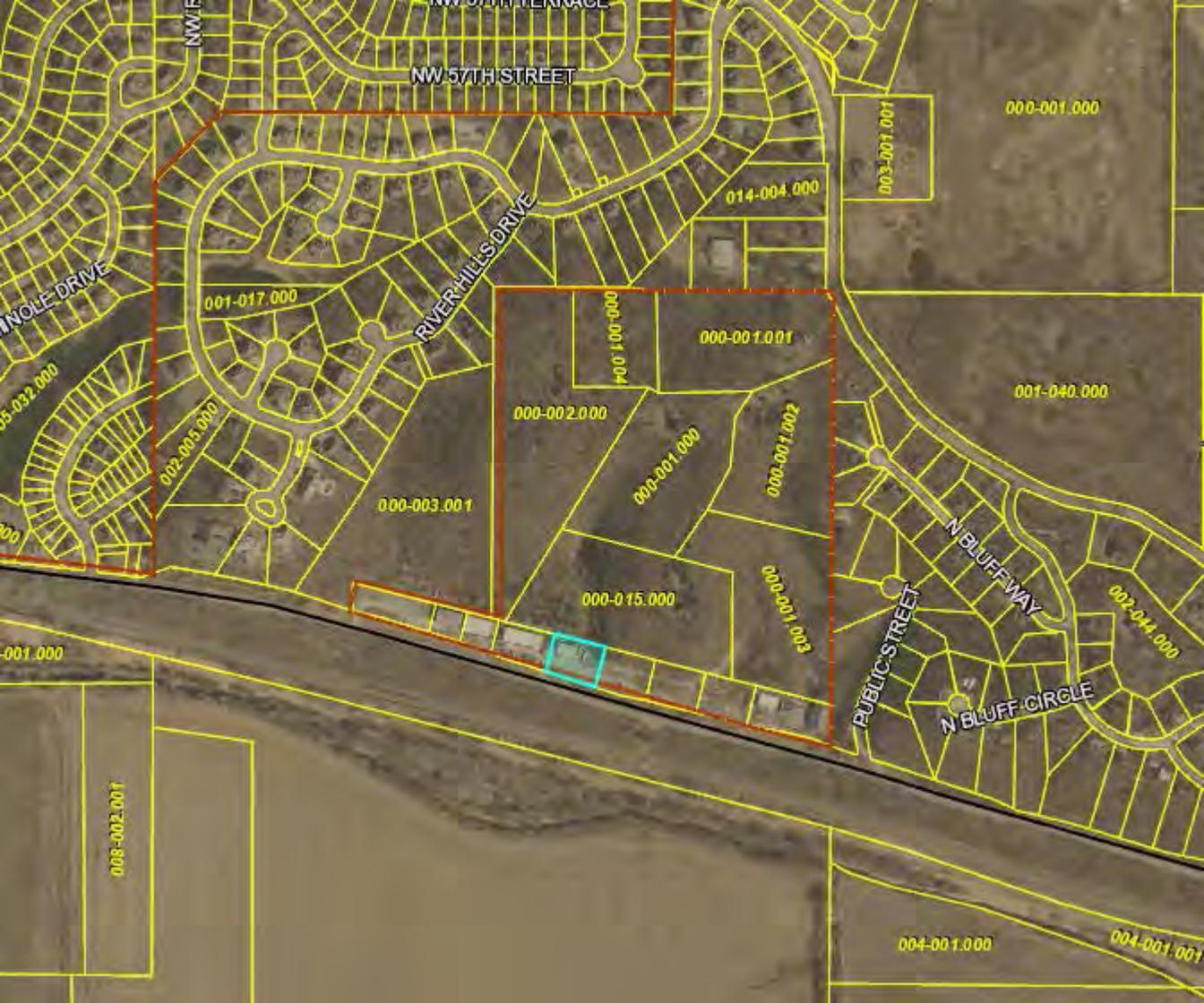


**RIVER HILLS
SUBDIVISION**

10350 NW HWY FF

**THE BLUFFS
SUBDIVISION**

Parkville
Children's
Cottage



NW 57TH TERRACE

NW 57TH STREET

INOLE DRIVE

RIVER HILLS DRIVE

003-001.001

000-001.000

014-004.000

001-017.000

05-032.000

002-005.000

000-002.000

000-001.001

001-040.000

000-003.001

000-001.000

000-001.002

PUBLIC STREET

N BLUFF WAY

002-044.000

N BLUFF CIRCLE

000-015.000

000-001.003

-001.000

008-002.001

004-001.000

004-001.001



Memorandum

To: Lauren Palmer, City Administrator; Alysen Abel, Public Works Director
From: Stephen Lachky, Community Development Director; Paul Giarratana, Building Official
Date: Wednesday, February 24, 2016
RE: Sickman Investment Properties LLC Rezoning Analysis

Background

At the February 16, 2016, meeting of the Board of Aldermen (BOA), the Board discussed providing sewer service for West Park Addition, Lot 5, a property outside of the city limits. This property (i.e., 10350 NW FF) is eligible for voluntary annexation into Parkville. The Board asked Community Development for additional information regarding whether or not the property could be annexed into a similar city zoning district as the current county zoning.

Site Overview

The subject site, Sickman Investment Properties LLC, is generally located west of Crooked Road on Missouri Highway FF:



The subject area contains three lots of 0.7 acres each more or less with separate parcel numbers:

- **Lot 4** – (Vacant ground) of West Park Addition, 0.7 acres, parcel # 20-8.0-34-000-000-010.000
- **Lot 5** – West Park Addition 10350 NW FF HWY, 0.7 acres, parcel # 20-8.0-34-000-000-009.000
- **Lot 6** – West Park Addition 10404 NW FF HWY, 0.7 acres, parcel # 20-8.0-34-000-000-008.000

Current Zoning

The subject area is currently under County PI (Planned Industrial) zoning. County PI zoning is intended: *“primarily for the conduct of manufacturing, assembling and fabrication and for warehousing, wholesale and service uses. These do not depend primarily on frequent personal visits of customers or clients but may require good accessibility to major rail, air or street transportation routes.”* The subject site is currently restricted to commercial and industrial uses permitted under County PI zoning.

Current Uses

The subject site is currently being used for business, warehousing and storage purposes:

- **Lot 4** – Contains vacant ground with no structures or storage on site. The lot does not have highway access; it is only accessible through Lot 5.
- **Lot 5** – Contains one structure containing H&H Septic Systems. The structure is a 3,000 sq. ft. metal shop - steel frame building constructed in 1975. The building contains limited paved parking areas and has direct highway FF access with a paved approach and drive. The business parks approximately three septic tank trucks and three to four employee vehicles on unpaved surface; the rear north area behind the building contains miscellaneous outdoor storage of equipment.
- **Lot 6** – Contains one structure, a 7,500 sq. ft. masonry building constructed in 1960. The building is currently vacant with limited paved parking areas and has direct highway FF access with a paved approach and drive. Lots 5 and 6 share the approach and drive.

Compatible Zoning

If annexed into the City of Parkville, the subject site would have to comply with the City's Zoning Code. Current uses of the site would be allowed within the following zoning districts:

- **B-1 (Neighborhood Business District)** – The stated purpose of the B-1 District is: *“to provide primarily for retail shopping and personal service uses to be developed either as a unit or in individual parcels to serve the needs of nearby residential neighborhoods.”*
 - **B-2 (General Business District)** – The stated purpose of the B-2 District is: *“to provide sufficient space in appropriate locations for all types of businesses, commercial, and miscellaneous service activities, but which uses are not characterized by extensive warehousing, frequent trucking activity, open storage of material, or the nuisance factors of dust, odor, and noise associated with manufacturing.”*
 - **B-4 (Planned Business District)** – The stated purpose of the B-4 District is: *“to provide primarily for the transition from business or industrial use of land to areas used for residential purposes so as to achieve the highest and best use of the land commensurate with the retention of value of adjacent residential land. Land in this district shall be used for light retail business or offices. Areas designated as within this district should abut upon Districts “B-1” or “B-2” or “I-1” or “I-2” or “I-3” or shall abut upon an intersection of streets upon which one of such districts also abuts except property within one (1) mile of an interstate highway.*
-

- **I-1 (Light Industrial District)** – *“to provide sufficient space in appropriate locations for certain types of business, and manufacturing, relatively free from offense, in modern, landscaped buildings, to make available more attractive locations for these businesses and factories, and to provide opportunities for employment closer to residence with corresponding reduction of travel time from home to work.”*
- **I-2 (Light Industrial District)** – *“to provide for all types of business, commercial, and miscellaneous service activities, limited warehousing, and certain manufacturing activities relatively free from offense in locations where it is unnecessary or inappropriate to impose the requirements for limited use, completely enclosed buildings, landscaping and the like as including in the ‘I-1’ Light Industrial District regulations.”*

The existing businesses have limited heavy truck traffic but are of warehouse type uses. By definition, staff concludes that I-1, I-2 or B-4 zoning would be most appropriate for the subject site’s current uses. The City’s I-1 and I-2 zoning districts are almost identical to the County PI (Planned Industrial) district; however, County PI has less restrictive screening requirements.

Compatible Locations

For context, Staff researched locations within the City of Parkville where similar uses to that of Sickman Investment Properties LLC (e.g., business, warehousing and storage) are allowed. The Bell Road Industrial Park, which is generally located south of MO-Hwy 45 and west of NW Bell Rd. and has parcels zoned B-2, (General Business District), I-1 (Light Industrial District), and I-2 (Light Industrial District).

Rezoning Considerations

Although the City Codes do not define how the Planning & Zoning Commission shall determine if a proposed zoning district change is appropriate, the Planning & Zoning Commission has previously considered the following matters as a guide:

- 1. The character of the neighborhood and the zoning and uses of nearby properties.**
The surrounding neighborhood can best be described as a mix of low- to moderate-density residential uses and vacant ground, with only limited non-residential development within close proximity. Multiple single-family subdivisions are located immediately northeast and northwest of the site. Single-family homes in the River Hills Estates subdivision are within approximately 800 feet of the site. Homes within The Bluffs subdivision are within approximately 1500 feet.
- 2. The suitability of the subject property for the uses to which it is restricted and the extent to which removal of restrictions imposed by the current zoning district may affect nearby property.**
The site is currently restricted to commercial and industrial uses permitted under the existing County PI (Planned Industrial) zoning. The zoning is not proposed to alleviate restrictions imposed by the current zoning. Rather the proposed rezoning of the property to a City zoning designation is intended to create a uniform zoning designation for that portion of 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.**
Unknown at this time.
- 4. The adequacy of public utilities and other needed public services**
There is adequate capacity in the City’s sanitary sewer system to serve the subject property through the proposed service extension. Other properties in the West Park Addition could

also be served through connection to the new line, if desired. The impact on other public services is unknown at this time.

5. Consistency with the City's adopted master plan.

The Future Land Use Map for Platte County does not identify a particular land use for the subject site area; rather, the map defers to the City of Parkville's future land use plan. The *Parkville Master Plan* projects Residential Neighborhood land use for the future of the subject site area.

R-2 (Single-Family Residential District) would be the most suitable zoning district in line with the existing character of the neighborhood and the zoning and uses of nearby properties. However, the topography around the subject site area restricts the dimensions of Lots 3, 4 and 5. These restrictions do not allow for anything to be developed under any City residential zoning district (i.e., R-1, R-2, R-3, R-4 or R-5) since the site would not meet minimum lot requirements; thus, a hardship would be placed on the property owner. Furthermore, if the subject site is annexed and rezoned into a City residential district, the uses of the properties would be allowed to continue and function as they were at the time of rezoning; however, they would have to meet compliance of the residential district if they were to redevelop or issue a permit for any reason.

Other Code Compliance

If annexed into the City of Parkville and rezoned to any of the City's compatible zoning districts, the subject site would not meet compliance with current Code. The subject site's outdoor storage would need to be screened from view, provided — where topographic conditions make effective screening impractical — alternatives such as the addition of landscaping, fence, wall, hedge, berm or combination thereof, not less than six (6) feet in height in addition to an enclosure may be allowed.

Conclusion

The city should be cautious about zoning specific parcels of land, within a larger zoned area, that is at odds with the City's Master Plan and current zoning restrictions, and currently the *Parkville Master Plan* projects Residential Neighborhood land use for the future of the subject site area. However, the restrictive topographic conditions described above prohibit the property to be developed under any City residential zoning district, placing a hardship on the property owner. The existing uses of the current properties — business, warehousing and storage — can only continue under B-1, B-2, B-4, I-1 or I-2 zoning districts.

As a result, staff recommends annexing the subject site area into the City of Parkville and rezoning the properties to I-1 (Light Industrial District) on the condition the properties meet compliance with City code.

CITY OF PARKVILLE

Policy Report

Date: February 23, 2016

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Lauren Palmer
City Administrator

ISSUE:

Approve a Construction Services Agreement with The Deister Company, Inc. for the waterline repairs to serve the Wastewater Treatment Plant.

BACKGROUND:

Last summer, the City was alerted to a waterline issue near Vikings Field by the water company, Consolidated Public Water Supply District No. 1 of Platte County (CPWSD). Staff witnessed the water bubbling to the ground surface. The waterline repairs were made by Alliance Water Resources. When the repair was made, the staff discovered that the quality of the existing waterline pipe was substandard.

In late January, the City was alerted by the CPWSD of recorded high usage readings from the water meter at Vikings Field. This waterline not only serves the Vikings Field, but also the Wastewater Treatment Plant (WWTP). City staff hired H&H Septic Service, Inc. under the on-call contract to explore the waterline issues. H&H capped the waterline at Vikings Field and found that the leak was not located in that area. The area south of Vikings Field is a marsh area and cannot be easily accessed. Based on staff's observations, the failure is most likely in the line between the marsh area south of Vikings Field and north of the railroad tracks. Due to the condition of the substandard waterline, staff recommends full replacement of the waterline. Additional failures will continue if the issue is not addressed.

To conserve water, staff turns off the water service at the meter nightly and on the weekends. This is so Alliance can run the necessary tests and perform the basic functions at the WWTP during the week. Staff appealed to CPWSD for a discount on the initial high water bill before the leak was identified. That request is currently under review.

Staff reached out to three contractors to obtain quotes to remove and replace the existing waterline. The quotes were as follows:

<u>Vendor</u>	<u>Quote</u>
The Deister Company, Inc. (Parkville, MO)	\$14,980.00
Wiedenmann, Inc. (Belton, MO)	\$18,500.00
Beemer Construction	\$22,059.00

The low bidder was The Deister Company, Inc. Deister has had a relationship with Missouri American Water Company and is very familiar with the waterlines around Parkville.

BUDGET IMPACT:

Since the water service line primarily serves the WWTP, the expense will be paid from the Building Maintenance & Repair line item of the Sewer Fund (30-501.06-01-00). The budgeted amount for the year is \$12,000, and those funds were anticipated for other repairs including general maintenance for the sewer plant, field Dissolved Oxygen (DO) meter, repair of the water hydrant at the plant, and replacing steel doors and frames. Therefore, this line item will be exceeded in 2016. Staff will work to manage the other maintenance line items throughout the year and attempt to make up a portion of the cost through savings in other areas. The budgeted working capital (reserve) in the Sewer Fund for 2016 is over \$340,000, so there is adequate capacity to absorb this emergency expense if needed.

ALTERNATIVES

1. Approve the construction services agreement with The Deister Company, Inc. for the waterline improvements for service to the Wastewater Treatment Plant.
2. Postpone the item to March 15, 2016, and direct staff to seek a recommendation from the Finance Committee.
3. Postpone the item, and direct staff to seek competitive sealed bids.
4. Provide other direction to staff.

FINANCE COMMITTEE RECOMMENDATION:

Due to the emergency nature of this repair, there was not time to get approval through the Finance committee prior to the March 1 meeting of the Board of Aldermen. Staff requests that the Board approve this contract, without a recommendation from the Finance Committee.

STAFF RECOMMENDATION:

Staff recommends approval of the construction services agreement to allow the waterline repair for service to the Wastewater Treatment Plant.

POLICY:

The Purchasing Policy, Resolution No. 10-02-14, authorizes the Mayor or City Administration to approve up to \$10,000 for an emergency purchase when the expense will be charged to the City's sewer fund. Since the purchase exceeds that authority, action is required by the Board of Aldermen. Ordinarily work of this nature would be procured through a sealed bid process; however, the purchasing policy states that the sealed bidding requirements may be waived by the Board in instances of sole source vendors or in cases of emergency or other special circumstances.

SUGGESTED MOTION:

I move to approve the construction services agreement with The Deister Company, Inc. for the waterline repair for service to the Wastewater Treatment Plant in the amount of \$14,980.

ATTACHMENT:

1. Construction Services Agreement

CONSTRUCTION SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this 1st day of March 2016, by and between the CITY OF PARKVILLE, MISSOURI ("City") and The Deister Company ("Contractor").

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

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

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

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

I. SCOPE OF SERVICES

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

II. COMPENSATION

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

III. SCHEDULE

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

IV. CHANGES

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

V. INDEMNIFICATION

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

VI. INSURANCE

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

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

- A. Contractor's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any and all employees of the Contractor.
- B. Unless otherwise stated in a Scope of Work Exhibit, Contractor shall be represented by a Superintendent or Foreman authorized to give and receive all instruction and notices from and to the City at all times while performing Construction Services, and shall have on site a person who is fluent in all languages necessary to communicate instructions regarding the Work and information regarding medical emergencies with Contractor's employees and subcontractors.
- C. All of the Construction Services required hereunder will be performed by the Contractor or under Contractor's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- D. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement including, but not limited to, indemnification, insurance and warranties.
- E. Contractor and all subcontractors with a contract value of \$5,000 or more shall execute affidavits on the form attached as **Exhibit "D"**, attesting to their compliance with § 285.530.5 R.S. Mo. concerning compliance with Missouri's Worker Eligibility requirements.
- F. Contractor and all subcontractors must require all on-site employees to complete the ten-hour construction training program required under Section 292.675 RSMo. unless they have previously completed the program and have documentation of having done so. Contractor shall execute the affidavit attached as **Exhibit "E"**, attesting that it has provided OSHA safety training for its on-site employees. Contractor will forfeit a penalty to the City of \$2,500 plus an additional \$100 for each employee employed by Contractor or any subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. See Section 292.675 RSMo.
- G. While upon City premises, the Contractor's employees and agents shall be subject to the City's rules and regulations respecting its property and the conduct of employees thereon.

VIII. WARRANTY

- A. The Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new unless the Scope of Work documents require or permit otherwise. All manufacturer's warranties shall be assignable to the City. The Contractor further warrants that the work will conform to the requirements of the Scope of Work documents and will be free from defects, except for those inherent in the quality of the Work which the Scope of Work documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor or its subcontractors or suppliers, improper or insufficient maintenance or improper operation. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor's warranties required by the Agreement (express and implied) shall remain in full force and effect even if a material or equipment item is required by the Owner to be manufactured by a specific entity, and no other equivalent product manufactured by any other entity is acceptable.

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

IX. OWNERSHIP OF WORK PRODUCT

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

X. RELATIONSHIP OF THE PARTIES

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

XI. PREVAILING WAGES

- A. Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made a part of the specifications for work under this Agreement as **Exhibit "F-1"** shall be paid to workers performing work under the Agreement (See, Sections 290.250 and 290.325 R.S. Mo.)
- B. Contractor will forfeit a penalty to the City of \$100 per day (or portion of a day) for each worker who is paid less than the prevailing rate for any work done under the Agreement by Contractor or any Subcontractor (see Section 290.250 RSMo; for detailed information on rules and occupational titles, see 8 CSR 30-3.010 through 3.060.)
- C. Contractor shall maintain such required data on Form LS-57, **Exhibit "F-2"**, using the Instruction sheet issued by the Missouri Department of Labor and Industrial Relations, LS-57-3, **Exhibit "F-3"**, both of which are also available at, and shall further submit on a monthly basis, a Payroll Certification form attached to this Contract as **Exhibit "F-4"**, attesting to the completeness and accuracy of the data on the Certified Payrolls. Contractor shall also post notices and identify its vehicles as provided by the Prevailing Wage Requirements.
- D. Contractor further agrees to indemnify, defend and hold harmless the City from and against any claim, liability, assessment, fine, penalty or other cost, including attorney's fees, which may be asserted against or incurred by the City as a result of an allegation that Contractor has not complied with these Prevailing Wage Requirements, whether such claim is asserted by a worker or by the Division of Labor Standards or any other entity. This indemnification shall survive termination of this Contract.

XII. NOTICES

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

- C. Notices sent by the City shall be sent to:
The Deister Company, Inc.
Attn: Paul Deister
P.O. Box 12094
Parkville, MO 64152

XIII. CORRECTION OF WORK

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

XIV. TERM AND TERMINATION

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.
- B. Notwithstanding anything to the contrary in this Agreement or exhibit, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days' written notice to the Contractor. The City shall compensate Contractor for the Construction Services that have been completed to the City's satisfaction as of the date of termination. Contractor shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.
- C. The City may terminate the Agreement for cause if the Contractor:
1. refuses or fails to supply enough properly skilled workers or proper materials;
 2. fails to make payment to Subcontractors for materials, equipment, services or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
 3. disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
 4. its Subcontractors or Sub-subcontractors causes a work stoppage due to any strike, picket, boycott or participates in any voluntary or involuntary cessation of Work; or
 5. otherwise is guilty of substantial breach of a provision of the Agreement.
- D. When any of the above reasons exist, the City may without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety, if any, seven (7) days' written notice, terminate the Agreement and may, subject to any prior rights of the surety, if any:
1. Exclude the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 2. Direct the work of subcontractors; and
 3. Finish the Work by whatever reasonable method the City may deem expedient. Upon written request of the Contractor, the City shall furnish to the Contractor a detailed accounting of the costs incurred by the City in finishing the Work.

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

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

XV. RESOLUTION OF DISPUTES

- A. Should the Contractor believe that it is entitled to any relief due to errors, omissions or defects in the Plans or Specifications, or as a result of any act or omission of an independent contractor designer in connection with the Project, the City shall cooperate with the Contractor by permitting the Contractor to pursue legal action against the designer in the name of the City at Contractor's sole risk and expense as the City would otherwise have against such designer. The City shall pay to Contractor such sums as may be recovered from the designer on behalf of Contractor. Other than this duty of cooperation and remittance, the City shall have no liability or obligation to Contractor for any act, error, omission, negligence or breach of duty by a designer.
- B. City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed.
- C. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the City Public Works Director as to such matter or other action on which the dispute is based. A decision of the City Public Works Director (where appropriate) under GC-7 above; notice of dispute, and direct negotiation, shall be conditions precedent to further action.
- D. Arbitration of disputes.
 1. Claims, except those waived as provided for elsewhere in this Agreement, which have not been resolved by the procedures described above, shall be decided by arbitration which, unless the parties mutually agree otherwise, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association.
 2. A demand for arbitration may be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.
 3. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the City or Contractor and any person or entity with whom the City or Contractor has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or

relating to the Contract shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Contract or not a party to an agreement with the City Contractor, except by written consent containing a specific reference to the Agreement signed by the City and Contractor and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

4. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
5. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

XVI. MISCELLANEOUS PROVISIONS

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

subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- F. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Contractor shall take appropriate steps to assure compliance.
- G. Interest of Contractor and Employees. Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- H. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Contractor, and attached hereto.
- I. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- J. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- K. Third Parties. The Services to be performed by the Contractor are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

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

CITY OF PARKVILLE, MISSOURI

By: _____
Nanette K. Johnston, Mayor

ATTEST:

Melissa McChesney, City Clerk

THE DEISTER COMPANY, INC.

By: _____
Paul Deister, Owner

Exhibit A

SCOPE OF WORK AND PRICING AGREEMENT

The scope of work for the Waterline Reconstruction for service to the Wastewater Treatment Plant shall include:

Labor, equipment, and material to install approximately 1,100 feet of 2-inch poly water main with all brass fittings. Install new 1-inch pressure regulator with new meter pit. All 2-inch main to be buried 42-inches to 48-inches below existing grade with tracer wire. Two tie-in points are at existing meter pit and base of railroad casing pipe. 2-inch poly to be Class 200.

Labor includes prevailing wage.

TOTAL CONTRACT PRICE - \$14,980.00

Parkville Parks Master Plan Update
Key Leader, Focus Group, and Employee Interview Targets

KEY LEADERS (4 meetings)

1. Board of Aldermen:
 - a. Dave Rittman
 - b. David Jones
 - c. Diane Driver
 - d. Doug Wylie
 - e. Greg Plumb
 - f. Jim Werner
 - g. Marc Sportsman
 - h. Nan Johnston
2. Platte County Commission
 - a. Ron Schieber
 - b. Beverlee Roper
 - c. Duane Soper
3. Leader Group 3 (could be interchangeable with group 4 – scheduling dependent)
 - a. Cory Miller
 - b. Kathy Dusenbery
 - c. Mike Kellam (Parkville EDC)
 - d. Chris Cardwell (former CLARB)
 - e. John Grothaus (Army Corps of Engineers)
4. Leader Group 4
 - a. Gary Lind and/or Jamie Parrett (Platte County YMCA)
 - b. Wendy Sangster (MDC)
 - c. Carla Dodds (Platte Land Trust)
 - d. Don Brecken
 - e. Joe Fox (Cycle City)
 - f. Kevin Heaton (FOPP)

FOCUS GROUPS (4 Meetings)

1. Platte County Park Board – with special invitation to board members of Friends of Platte County Parks
2. Downtown Stakeholders
 - a. Troy Wilson
 - b. David Leader
 - c. Alisha Blackwelder
 - d. Jim McCall
 - e. Susan Smith
 - f. Mike Emmick
 - g. MSPA Promotions Chair
 - h. Marsha VanDever
3. Schools
 - a. Graden Elementary School: Megan Brown
 - b. Graden Elementary School: Rochelle Ecton
 - c. Graden Elementary School: Rachel Ward
 - a. Park University: Jayme Uden and one more TBD
 - d. Park Hill School District: Jeanette Cowherd (or designee)
 - e. Park Hill South Cross Country: Pam Jurgensmeyer
 - f. Lakeview Middle School: Amber Kahler
4. Recreation / Event Coordinators
 - a. Jeremy Jordan

ITEM 6A1

For 03-01-16

Board of Aldermen Meeting

- b. Platte Co. Senior Citizens: Deanna Armstrong
- c. Ken Parrish (Turkey Trot)
- d. Derrick Wilde
- e. Northland Sports Alliance: Ben Keefe
- f. NKC Baseball: Michael Cantwell
- g. Friends of Platte County Parks: Margie Maasen
- h. Platte Parks Partners: Rep TBD
- i. Running Well: Kathy Gates
- j. 5K Event Coordinator: Ryan Ebberts

EMPLOYEE INTERVIEWS

- a. Tom Barnard
- b. Alan Schank
- c. Alysen Abel
- d. Kevin Chrisman
- e. Tim Blakeslee
- f. Lauren Palmer
- g. Noel Challis
- h. Brian Nowotny

The Spirit of Brownville

