Notes: During the regular meeting, a closed executive session will be held to discuss personnel matters pursuant to RSMo 610.021(3) and attorney-client matters pursuant to RSMo 610.021(1).

BOARD OF ALDERMEN
Regular Meeting Agenda
CITY OF PARKVILLE, MISSOURI
Tuesday, July 21, 2015 7:00 pm
City Hall Boardroom

Next numbers: Bill No. 2846 / Ord. No. 2816

1. CALL TO ORDER

A. Roll Call
B. Pledge of Allegiance

2. CITIZEN INPUT

3. MAYOR'S REPORT

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

4. CONSENT AGENDA

A. Approve the minutes for the July 7, 2015 regular meeting
B. Receive and file the June 2015 Municipal Court report
C. Receive and file the financial report for the month ending June 30, 2015
D. Receive and file the crime statistics for January through May 2015
E. Approve a retailer of intoxicating liquor in the original package with Sunday sales liquor license for Vino Pair, LLC
F. Approve a liquor by the drink picnic license for Ducks Unlimited for the 10th Annual Fundraising Banquet and Auction on September 12, 2015
G. Approve a professional services agreement with Williams, Spurgeon, Kuhl & Freshnock for architectural services for parks projects
H. Approve a maintenance agreement with Urban Tree Specialists, LLC for tree trimming on-call services
I. Approve accounts payable from July 1 to July 15, 2015

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

5. ACTION AGENDA

A. Reject bids related to Route 9 Downtown Entryway Project (Administration)
B. Direct staff to prepare a zoning text amendment in response to a petition from property owners regarding first floor uses for properties on Main Street (Administration)

C. Actions related to the revisions to the special events permit process (Administration)
   1. Approve an ordinance repealing Parkville Municipal Code Chapter 215.020, Subsection B titled Block Parties
   2. Approve Resolution No. 07-02-15 revising the fees associated with 5K and 10K special events and block parties adopted in the Schedule of Fees
   3. Approve Resolution No. 07-03-15 revising the special event policy guidelines with regard to the 5K/10K route and event fees, standing event status for Parkville Microbrew Fest, weddings in the Parkville Nature Sanctuary and block parties

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

6. STAFF UPDATES ON ACTIVITIES

A. Administration
   1. Route 9 Corridor Study Update

B. Public Works
   1. SEMA Reimbursement

7. COMMITTEE REPORTS & MISCELLANEOUS ITEMS FROM THE BOARD

8. EXECUTIVE SESSION

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

9. ADJOURN

General Agenda Notes:
This agenda closed at noon on Thursday, July 16, 2015. With the exception of emergencies or other urgent matters, any item requested after the agenda was closed will be placed on the next board meeting agenda. Emergencies and urgent matters may be placed on an amended agenda only upon the vote of the Board of Aldermen.

1. CALL TO ORDER

A regular meeting of the Board of Aldermen was convened at 7:07 p.m. on Tuesday, July 7, 2015, and was called to order by Mayor Nanette K. Johnston. City Clerk Melissa McChesney called the roll as follows:

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

A quorum of the Board of Aldermen was present.

The following staff was also present: Lauren Palmer, City Administrator
Sean Ackerson, Assistant City Administrator/Community Development Director
Alysen Abel, Public Works Director
Jon Jordan, Police Captain
Tim Blakeslee, Assistant to the City Administrator

Mayor Johnston announced a closed session was held at 5:30 p.m. pursuant to RSMo 610.021(1) and RSMo 610.021(2) and as a result no action was taken.

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

2. CITIZEN INPUT

3. MAYOR'S REPORT

A. Approve Resolution No. 07-01-15 approving the reappointment of Jim Allen and the appointments of Bill Oliver and Jeff Blobaum to the Parkville Commons Community Improvement District Board of Directors through 2019

Alderman Sportsman thanked the Parkville Commons Community Improvement District (PC-I CID) for their responsiveness and professionalism.

Mayor Johnston noted the City recommended that both the PC-I CID and Parkville Old Towne Market Community Improvement District (POTMCID) make changes to their bylaws to incorporate stronger ethics language in addition to other items.

Dale Brouk, chair of the PC-I CID, provided a status update to the request, noting that changes had not been incorporated because the CID Board wanted the City's approval of the slate of appointments. The new CID board would review and adopt the new bylaws at their next meeting.

Mayor Johnston clarified that the City requested that each CID make changes to their bylaws and not to each petition.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO **APPROVE RESOLUTION NO. 07-01-15 APPROVING THE REAPPOINTMENT OF JAMES (JIM) S. ALLEN, JR. AND THE APPOINTMENTS OF BILL OLIVER AND JEFF BLOBAUM TO THE PARKVILLE COMMONS COMMUNITY IMPROVEMENT DISTRICT BOARD OF DIRECTORS THROUGH 2019**. ALL AYES, MOTION PASSED 7-0.

4. CONSENT AGENDA

A. Approve the minutes for the June 16, 2015 regular meeting

B. Receive and file the May 2015 sewer report

C. Approve a retailer of malt liquor in the original package liquor license for Vino Pair, LLC located at 8500 River Park Drive, Suite 239

D. Approve an intoxicating liquor by the drink for consumption on premises including Sunday sales liquor license for Mosaic Life Care at Parkville located at 6185 Jefferson Avenue

E. Approve the purchase of a new Ford Taurus All Wheel Drive Police Interceptor Sedan vehicle from Joe Machens Ford to be used as a patrol vehicle

F. Approve a contract with Insituform Technologies, Inc. for the 2015 Sanitary Sewer Repairs Phase 2 project

G. Approve sign permits in the "B-4" Planned Business District for Royal Nail Spa

H. Approve modifications to the approved final development plan for Park Village Apartments, 6133 NW Bell Road – Case PZ15-24, Park Village Residences, LLC, owners

I. Approve accounts payable from June 10 to July 1, 2015

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO **APPROVE THE CONSENT AGENDA AND RECOMMENDED MOTION FOR EACH ITEM, AS PRESENTED.** ALL AYES, MOTION PASSED 7-0.

5. NON-ACTION AGENDA

A. Economic Development Updates

1. Platte County Economic Development Council

Alicia Stephens, Platte County Economic Development Council (PCEDC) Executive Director, provided an overview of the county's efforts related to the City. She said that PCEDC provided marketing, business recruitment and assistance; interacted with site location consultants; contacted commercial realtors in the Kansas City metropolitan area; and worked hard to retain businesses and members. They also provided Constant Contact e-mail distributions, a website, had a social media presence, and provided letters of support for grants to show community support. She highlighted a recent event called Community Development Day held at The National. Ms. Stephens added she was also part of the Highway 9 Corridor Steering Committee. Mayor Johnston thanked Ms. Stephens for her help over the years.

City Administrator Lauren Palmer said that Ms. Stephens and her staff were accessible when needed. She recognized Assistant to the City Administrator Tim Blakeslee for his work in handling the logistics and planning for Community Development Day. She added he also worked with the new executive director to update him on projects.

2. Parkville Economic Development Council

Mayor Johnston introduced Mike Kellam, Parkville Economic Development Council (PEDC) Executive Director, noting that he learned quickly about economic development projects and Community Development Day.

Mike Kellam said Community Development Day solidified the PEDC's relationship with the City and he thanked the Board and staff for their support.

As a stipulation of the contract with the City, the PEDC provided a quarterly report. He provided a list of the PEDC's core functions and said it continued to carry out the Plan for Progress. Kellam noted the PEDC hosted and attended 17 meetings and events, made over 50 personal contacts, created new marketing materials and developed new marketing materials to use in the future.

He highlighted Community Development Day activities that included a commitment to excellence, strength in partnerships, local product samples, and an interactive map of development areas throughout the city. He added that he garnered solid prospects and received follow-up e-mails. He was also working with Kansas City Power & Light on a database project.

6. STAFF UPDATES ON ACTIVITIES

A. Administration

City Administrator Lauren Palmer introduced Humphrey Musila, CORO KC intern.

Humphrey Musila stated he was originally from Kenya and was a student at Park University. He said the internship was an eight week program and was touring the City and meeting with departments for the week.

Mayor Johnston added that City Administrator Lauren Palmer recommended hosting an intern because she was part of the program and it inspired her to work in government.

B. Police Department

Captain Jon Jordan provided an update on the Fourth of July event, noting there were no incidents. He added he had been in Parkville since 1991 and it was one of the largest crowds he had seen. He also provided an update on the fire in the pharmacy at Walgreen's on July 4.

C. Community Development

Assistant City Administrator/Community Development Director Sean Ackerson commented on the Walgreen's fire and said the pharmacy planned to remodel and his staff would work with them to reopen.

Ackerson also provided an update on QuikTrip, noting they submitted building, engineering and grading plans. He said the preliminary development plan allowed earthwork and grading plans. The project was anticipated to start in July or August and he expected the final development plan would be submitted in August or September.

D. Public Works

Public Works Director Alysen Abel provided an update on the Crooked Road Stormwater Project, noting that bids were received for the bank stabilization project and two responses were received. The low bid of $240,018 was from Linaweaver Construction, Inc. The project included the City, Parkville Special Road District and Platte County and the City was responsible for paying a portion of the construction fees. Abel added that a design option would use the blocks from the Brink Myer retaining wall to cover a portion of the costs, estimated at $31,173, and the City would be responsible for the remaining $63,827 to cover the City's fees.

Abel also provided updates on a dedication ceremony, storm damage and pavement markings. She said a dedication was scheduled on July 10 for the Steamboat Arabia marker in English Landing Park. She added that storm damage from the night before caused three trees to fall on Crooked Road and the street crew removed them. She also said staff would be soliciting bids for pavement marking on the new mill and overlay locations throughout the city.

7. COMMITTEE REPORTS & MISCELLANEOUS ITEMS FROM THE BOARD

8. ADJOURN

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO **ADJOURN THE JULY 7, 2015, REGULAR BOARD MEETING AT 8:03 P.M.** ALL AYE; MOTION PASSED 7-0.

The minutes for Tuesday, July 7, 2015, having been read and considered by the Board of Aldermen, and having been found to be correct as written, were approved on this the twenty-first day of July 2015.

Submitted by:

_____
City Clerk Melissa McChesney

ITEM 4B
For 07-21-15
Board of Aldermen Meeting

June 30, 2015

I, Toni Rizzuti, hereby swear and confirm that all cases heard, tried and disposed of in the Parkville Municipal Court for the month of June 2015, are accurate and true to the best of my knowledge and beliefs.

Toni Rizzuti
Court Clerk

From 6/01/2015 to 6/30/2015

Post Date Citation No. Docket No.

********** TOTAL FOR REPORT **********

Code	--- Payments ---		--- Refunds ---	--- Net ---	G/L Acct No.
CC	141	1,692.00	0	1,692.00	83 41606-00
SF	142	426.00	0	426.00	83 20506
SH	141	282.00	0	282.00	83 20503
CVC	141	1,005.33	0	1,005.33	83 20500
LET	141	282.00	0	282.00	83 41610-00
CVC2	141	52.17	0	52.17	83 41608-00
FINE	137	18,151.00	0	18,151.00	83 41601-00
POST	141	141.00	0	141.00	83 20501
WF	8	280.00	0	280.00	83 41612-00
TORNEY	5	440.00	0	440.00	83 41604-00
RECOUP	3	273.50	0	273.50	83 41613-00
FORF	1	500.00	0	500.00	83 41605-00
Total:	1142	23,525.00	0	23,525.00	

Cash Payments....+	$21,728.50	
Bond Forfeited...+	$500.00	
Bond Applied.....+	$1,296.50	
Payment Refunded.-	$0.00	
Fees/Fines Paid..=		$23,525.00
Cash (Payments)..+	$21,728.50	
Cash (Bonds).....+	$6,200.00	
Total Cash Trans.=		$27,928.50
Cash Refunds.....-	$0.00	
Net Cash Trans...=		$27,928.50
Cash Refund/Cash :	$0.00	
Cash Refund/Check:	$0.00	
Cash Refund/X-AP :	$0.00	
Tl. Cash Refunds.:		$0.00
Cash Bond Posted.+	$6,200.00	
Bond Forfeited...-	$500.00	
Bond Applied.....-	$1,296.50	
Bond Refunded....-	$1,948.00	
Net Change/Bond..=		$2,455.50
Bond Refund/Cash :	$0.00	
Bond Refund/Check:	$1,948.00	
Bond Refund/X-AP :	$0.00	
Tl. Bond Refunds.:		$1,948.00

********** TOTAL FOR G/L **********

Total Revenue		$23,525.00	* see above *
Cash Account	$21,728.50		83 12100
Bond Cash Account	$6,200.00		83 12101

ITEM 4C
For 07-21-15
Board of Aldermen Meeting

FINANCIAL REPORT

For the Month Ended June 30, 2015

Unaudited Financial Reports

To Be Used for

Budgetary Management Purposes

CITY OF PARKVILLE

REVENUE AND EXPENDITURES BUDGETARY COMPARISON REPORT

AS OF: June 30, 2015

10 -General Fund

FINANCIAL SUMMARY

50.0% OF FISCAL YEAR COMPLETED

	2015 ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
REVENUE SUMMARY						
TAXES	1,090,600	1,559.09	1,090,592.08	100.0%	7.92	1,061,952.15
LICENSES	57,461	10,870.00	46,395.50	80.7%	11,065.50	32,548.50
PERMITS	264,000	21,810.38	132,016.08	50.0%	131,983.92	163,249.80
FRANCHISE FEES	851,000	14,723.16	239,643.61	28.2%	611,356.39	427,511.08
SALES TAXES	985,500	96,721.15	506,742.60	51.4%	478,757.40	474,576.60
OTHER REVENUE	31,200	3,180.00	19,126.00	61.3%	12,074.00	16,654.00
COURT REVENUE	261,000	21,300.17	116,350.74	44.6%	144,649.26	112,285.50
INTEREST INCOME	7,000	699.31	4,160.65	59.4%	2,839.35	3,382.01
MISCELLANEOUS REVENUE	29,880	1,187.93	13,752.47	46.0%	16,127.53	19,003.57
GRANT REVENUE	0	0.00	16,147.89	-	-16,147.89	0.00
TRANSFERS IN	346,500	28,875.05	173,250.00	50.0%	173,250.00	274,431.23
TOTAL REVENUES	3,924,141	200,926.24	2,358,177.62	60.1%	1,565,963.38	2,585,594.44
EXPENDITURE SUMMARY						
ADMINISTRATION	995,582	145,953.47	432,382.12	43.4%	563,199.88	514,180.97
POLICE	1,246,588	116,599.81	537,136.08	43.1%	709,451.92	587,162.66
MUNICIPAL COURT	156,709	17,548.78	73,836.03	47.1%	82,872.97	76,537.89
PUBLIC WORKS	185,922	19,922.63	85,942.27	46.2%	99,979.73	59,334.05
COMMUNITY DEVELOPMENT	291,200	20,759.55	127,826.09	43.9%	163,373.91	125,175.79
STREET DEPARTMENT	382,729	48,350.73	197,524.74	51.6%	185,204.26	186,052.10
PARKS DEPARTMENT	352,078	39,094.79	153,254.11	43.5%	198,823.89	131,067.94
NATURE SANCTUARY	31,077	2,391.20	11,495.15	37.0%	19,581.85	10,854.94
PUBLIC INFORMATION	17,750	1,000.00	7,607.93	42.9%	10,142.07	6,383.20
INFORMATION TECHNOLOGY	40,324	1,075.25	17,082.27	42.4%	23,241.73	24,436.92
GENERAL FUND CAPITAL OUTLAY	356,175	0.00	46,682.42	13.1%	309,492.58	0.00
TRANSFERS OUT TO OTHER FUNDS	277,500	23,125.00	138,750.00	50.0%	138,750.00	269,000.00
TOTAL EXPENDITURES	4,333,634	435,821.21	1,829,519.21	42.2%	2,504,114.79	1,990,186.46
EXCESS REV OVER / (UNDER) EXPENDITURES	-409,493	(234,894.97)	528,658.41			595,407.98
PRIOR YEAR FUND BALANCES ALLOCATED FOR 2015 GENERAL FUND USE	1,006,217		0.00			
EXCESS OF FUNDS AVAILABLE OVER / (UNDER) EXPENDITURES	596,724	(234,894.97)	528,658.41			595,407.98

Unaudited Financial Report to be Used for Budgetary Management Purposes

General Fund (10)

Last Updated 07/15/15

	2012 Actual	2013 Actual	2014 Budget	2014 Unaudited	2015 Budget	2015 YTD	2015 Projected	2016 Projected	2017 Projected	2018 Projected	2019 Projected	2020 Projected
Beginning Fund Balance	**$ 320,089**	**$ 374,112**	**$ 751,955**	**$ 738,327**	**$ 1,006,217**	**$ 1,134,599**	**$ 1,134,599**	**$ 1,018,232**	**$ 816,793**	**$ 607,650**	**$ 446,707**	**$ 325,931**
Revenues												
Taxes	1,913,138	1,966,167	1,977,700	2,070,630	2,076,100	1,597,335	2,087,033	2,133,098	2,180,176	2,228,310	2,277,525	2,327,845
Licenses	44,846	39,907	40,900	47,824	57,461	46,396	52,281	52,806	53,337	53,874	54,416	54,964
Permits	171,051	210,575	201,000	331,390	264,000	132,016	264,075	266,640	268,988	271,360	273,755	276,175
Franchise Fees	832,470	865,901	837,000	901,327	851,000	239,644	836,920	864,606	881,238	898,203	915,507	933,157
Other Revenue	20,411	28,280	28,200	32,657	31,200	19,126	30,846	30,876	30,908	30,940	30,973	31,008
Court Revenue	325,275	257,910	290,000	269,935	261,000	116,351	235,051	238,576	242,155	245,787	249,474	253,216
Interest Income	26,155	18,153	22,000	6,626	7,000	4,161	7,625	7,777	7,933	7,933	7,933	7,933
Miscellanous Revenue	123,562	32,350	24,000	39,848	29,880	29,555	49,628	29,683	26,383	26,587	27,089	27,610
Grant Revenue	225,511	4,594	13,000	3,837	-	345	345	-	-	-	-	-
Transfers	651,000	1,027,876	455,000	582,680	346,500	173,250	346,500	343,530	345,601	342,713	339,867	337,064
Total - General Fund Revenues:	**4,333,419**	**4,451,713**	**3,888,800**	**4,286,754**	**3,924,141**	**2,358,178**	**3,910,303**	**4,020,400**	**4,036,719**	**4,105,707**	**4,176,540**	**4,248,972**
Total Sources	**4,653,509**	**4,825,825**	**4,640,755**	**5,025,081**	**4,930,358**	**3,492,776**	**5,044,902**	**5,038,632**	**4,853,512**	**4,713,358**	**4,623,247**	**4,574,903**
Expenditures												
Administration	1,275,198	766,897	909,886	901,314	995,582	432,382	921,525	1,016,744	1,038,605	1,061,192	1,084,535	1,108,666
Police	1,036,993	1,096,361	1,212,836	1,107,395	1,246,588	537,136	1,098,712	1,274,730	1,303,696	1,333,514	1,364,214	1,395,830
Municipal Court	138,839	135,531	147,314	139,424	156,709	73,836	140,341	159,704	162,775	165,924	169,154	172,467
Public Works	99,926	102,708	146,414	131,429	185,922	85,942	186,506	189,617	193,404	197,288	201,270	205,354
Community Development	262,111	258,083	265,367	251,339	289,400	127,826	272,155	295,487	295,487	295,487	295,487	295,487
Street Department	600,367	674,175	360,137	343,923	382,729	197,525	382,729	392,336	402,244	412,464	423,010	433,892
Parks Department	250,508	251,594	302,008	282,741	352,079	153,254	352,079	345,662	352,810	360,169	367,748	375,555
Nature Sanctuary	17,258	19,352	28,300	27,156	31,077	11,495	31,077	31,330	31,586	31,844	32,104	32,366
Information Technology	-	45,884	46,900	33,750	40,324	7,608	37,424	40,526	40,728	40,932	41,137	41,342
Public Information	30,638	16,915	17,600	15,450	17,750	17,082	17,850	17,839	17,928	18,018	18,108	18,198
Capital Outlay (CIP)	-	-	245,750	118,562	356,175	46,682	309,022	240,615	189,350	132,570	83,300	42,300
Transfers	567,558	720,000	538,000	538,000	277,250	138,750	277,250	217,250	217,250	217,250	217,250	217,250
Total - General Fund Expenditures:	**$ 4,279,396**	**$ 4,087,498**	**$ 4,220,512**	**$ 3,890,482**	**$ 4,331,585**	**$ 1,829,519**	**$ 4,026,670**	**$ 4,221,839**	**$ 4,245,862**	**$ 4,266,651**	**$ 4,297,316**	**$ 4,338,707**
Estimated Ending Balance *(deficit)* :	**$ 374,112**	**$ 738,327**	**$ 420,243**	**$ 1,134,599**	**$ 598,773**	**$ 1,663,257**	**$ 1,018,232**	**$ 816,793**	**$ 607,650**	**$ 446,707**	**$ 325,931**	**$ 236,195**

Emergency Reserve (50)

Last Updated 07/15/15

	2012 Actual	2013 Actual	2014 Budget	2014 Unaudited	2015 Budget	2015 YTD	2015 Projected	2016 Projected	2017 Projected	2018 Projected	2019 Projected	2020 Projected
Beginning Fund Balance	**$ 618,931**	**$ 724,989**	**$ 1,070,966**	**$ 1,070,966**	**$ 1,387,966**	**$ 1,387,966**	**$ 1,387,966**	**$ 1,267,966**	**$ 1,267,966**	**$ 1,267,966**	**$ 1,267,966**	**$ 1,267,966**
Revenues												
Transfer from Transportation Fund	-	-	-	-	-			-	-	-	-	-
Transfer from Sewer Fund		-	-	-	-			-	-	-	-	-
Transfer from General Fund	106,058	450,000	317,000	317,000	60,000	30,000	60,000	-	-	-	-	-
Emergency Reserve Revenues:	**106,058**	**450,000**	**317,000**	**317,000**	**60,000**	**30,000**	**60,000**	**-**	**-**	**-**	**-**	**-**
Total Sources:	**724,989**	**1,174,989**	**1,387,966**	**1,387,966**	**1,447,966**	**1,417,966**	**1,447,966**	**1,267,966**	**1,267,966**	**1,267,966**	**1,267,966**	**1,267,966**
Expenditures												
Brush Creek Sewer NID	-	104,023	-		-			-	-	-	-	-
Brink Meyer Road NID			-	-	-	105,509	180,000					
Miscellaneous			-	-	-							
Emergency Reserve Expenditures:	**-**	**104,023**	**-**	**-**	**-**	**105,509**	**180,000**	**-**	**-**	**-**	**-**	**-**
Estimated Ending Balance *(deficit)* **:**	**724,989**	**1,070,966**	**1,387,966**	**1,387,966**	**1,447,966**	**1,312,457**	**1,267,966**	**1,267,966**	**1,267,966**	**1,267,966**	**1,267,966**	**1,267,966**
TARGET (per reserve policy):	1,069,849	1,021,875	1,055,128	988,197	1,082,896	1,082,896	1,082,896	1,055,460	1,061,465	1,066,663	1,074,329	1,084,677

CITY OF PARKVILLE

REVENUE AND EXPENSE REPORT

AS OF: JUNE 30TH, 2015

10 -General Fund

FINANCIAL SUMMARY

50.00% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
REVENUE SUMMARY						
TAXES	1,090,600	1,559.09	1,090,592.08	100.00	7.92	1,061,952.15
LICENSES	57,461	10,870.00	46,395.50	80.74	11,065.50	32,548.50
PERMITS	264,000	21,810.38	132,016.08	50.01	131,983.92	163,249.80
FRANCHISE FEES	851,000	14,723.16	239,643.61	28.16	611,356.39	427,511.08
SALES TAXES	985,500	96,721.15	506,742.60	51.42	478,757.40	474,576.60
OTHER REVENUE	31,200	3,180.00	19,126.00	61.30	12,074.00	16,654.00
COURT REVENUE	261,000	21,300.17	116,350.74	44.58	144,649.26	112,285.50
INTEREST INCOME	7,000	699.31	4,160.65	59.44	2,839.35	3,382.01
MISCELLANEOUS REVENUE	29,880	1,187.93	29,900.36	100.07	(20.36)	19,003.57
TRANSFERS IN	346,500	28,875.05	173,250.00	50.00	173,250.00	274,431.23
TOTAL REVENUES	3,924,141	200,926.24	2,358,177.62	60.09	1,565,963.38	2,585,594.44
EXPENDITURE SUMMARY						
ADMINISTRATION	995,582	145,953.47	432,382.12	43.43	563,199.88	514,180.97
POLICE	1,246,588	116,599.81	537,136.08	43.09	709,451.92	587,162.66
MUNICIPAL COURT	156,709	17,548.78	73,836.03	47.12	82,872.97	76,537.89
PUBLIC WORKS	185,922	19,922.63	85,942.27	46.22	99,979.73	59,334.05
COMMUNITY DEVELOPMENT	291,200	20,759.55	127,826.09	43.90	163,373.91	125,175.79
STREET DEPARTMENT	382,729	48,350.73	197,524.74	51.61	185,204.26	186,052.10
PARKS DEPARTMENT	352,079	39,094.79	153,254.11	43.53	198,824.89	131,067.94
NATURE SANCTUARY	31,077	2,391.20	11,495.15	36.99	19,581.85	10,854.94
CHANNEL 2 & WEBSITE	17,750	1,000.00	7,607.93	42.86	10,142.07	6,383.20
TRANSFERS OUT	277,500	23,125.00	138,750.00	50.00	138,750.00	269,000.00
IT	40,324	1,075.25	17,082.27	42.36	23,241.73	24,436.92
CAPITAL OUTLAY	356,175	0.00	46,682.42	13.11	309,492.58	0.00
TOTAL EXPENDITURES	4,333,635	435,821.21	1,829,519.21	42.22	2,504,115.79	1,990,186.46
EXCESS REVENUES OVER/(UNDER) EXPENDITURE	(409,494)	(234,894.97)	528,658.41		(938,152.41)	595,407.98

REVENUE AND EXPENSE REPORT
AS OF: JUNE 30TH, 2015

10 -General Fund
FINANCIAL SUMMARY
REVENUES

50.00% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
TAXES						
10-41001-00 Real & Personal Property Tax	920,600	995.40	916,659.83	99.57	3,940.17	897,296.05
10-41002-00 Penalties	4,500	254.54	1,834.62	40.77	2,665.38	2,742.59
10-41003-00 Corp Merchants & Manufacturi	140,000	0.00	146,270.33	104.48	(6,270.33)	137,763.42
10-41004-00 Financial Institution Tax	1,000	0.00	2,065.32	206.53	(1,065.32)	1,260.58
10-41005-00 Vehicle Tax	24,500	309.15	23,761.98	96.99	738.02	22,889.51
TOTAL TAXES	1,090,600	1,559.09	1,090,592.08	100.00	7.92	1,061,952.15
LICENSES						
10-41101-00 Dog License (Tags)	1,870	245.00	1,690.00	90.37	180.00	805.00
10-41102-00 Occupational License	35,326	6,740.00	27,308.00	77.30	8,018.00	19,751.00
10-41102-02 Late Fees on Bus Licenses	0	0.00	300.00	0.00	(300.00)	50.00
10-41103-00 Peddler's Licenses	0	0.00	300.00	0.00	(300.00)	0.00
10-41104-00 Liquor Licenses	17,265	3,717.50	16,145.00	93.51	1,120.00	11,942.50
10-41111-00 Convenience Fees Under $200	3,000	137.50	585.00	19.50	2,415.00	0.00
10-41112-00 Convenience Fees Over $200	0	30.00	67.50	0.00	(67.50)	0.00
TOTAL LICENSES	57,461	10,870.00	46,395.50	80.74	11,065.50	32,548.50
PERMITS						
10-41201-00 Building Permits	220,000	18,965.45	110,847.55	50.39	109,152.45	125,196.26
10-41201-01 Occupancy Permit	2,500	50.00	350.00	14.00	2,150.00	400.00
10-41202-00 Sign Permits	0	90.00	330.00	0.00	(330.00)	260.00
10-41203-01 Alarm Permit	0	0.00	0.00	0.00	0.00	51.38
10-41204-00 Plumbing Permits	0	0.00	0.00	0.00	0.00	19.44
10-41205-00 Development Permits	1,500	300.00	1,275.00	85.00	225.00	1,282.89
10-41205-01 Public Improvement Fees	30,000	1,804.93	16,388.53	54.63	13,611.47	31,239.33
10-41206-00 Rezoning Permits	0	300.00	900.00	0.00	(900.00)	1,200.21
10-41207-00 Subdivision Permit Fees	0	0.00	975.00	0.00	(975.00)	315.00
10-41208-00 BZA-Variance, Exceptio, Appe	0	300.00	300.00	0.00	(300.00)	0.00
10-41209-00 Conditional Use Permits	0	0.00	600.00	0.00	(600.00)	1,040.09
10-41209-01 Special Event Permit	0	0.00	50.00	0.00	(50.00)	2,195.00
10-41210-00 Grading/PW Use Permits	0	0.00	0.00	0.00	0.00	40.00
10-41211-00 Engineering Reviews	10,000	0.00	0.00	0.00	10,000.00	10.20
TOTAL PERMITS	264,000	21,810.38	132,016.08	50.01	131,983.92	163,249.80
FRANCHISE FEES						
10-41301-00 Telecom Franchise	220,000	13,653.81	102,128.80	46.42	117,871.20	111,645.19
10-41302-00 Missouri Gas Energy	122,000	0.00	50,864.18	41.69	71,135.82	44,692.26
10-41303-00 Missouri American Water	125,000	0.00	48,125.13	38.50	76,874.87	49,817.16
10-41304-00 KC Power & Light	300,000	0.00	0.00	0.00	300,000.00	124,707.51
10-41305-00 Martin Marietta Stone Royalt	18,000	1,069.35	5,512.82	30.63	12,487.18	7,268.36
10-41306-00 Cable/Video Service Franchis	66,000	0.00	33,012.68	50.02	32,987.32	89,380.60
TOTAL FRANCHISE FEES	851,000	14,723.16	239,643.61	28.16	611,356.39	427,511.08

REVENUE AND EXPENSE REPORT
AS OF: JUNE 30TH, 2015

10 -General Fund
FINANCIAL SUMMARY 50.00% OF FISCAL YEAR COMPLETED
REVENUES

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
SALES TAXES						
10-41401-00 Sales Tax-General Revenue	920,000	90,831.49	471,920.67	51.30	448,079.33	441,990.39
10-41402-00 Motor Vehicle Sales Tax	42,000	4,280.95	22,158.92	52.76	19,841.08	20,378.13
10-41403-00 Motor Vehicle Fee	23,500	1,608.71	12,663.01	53.89	10,836.99	12,208.08
TOTAL SALES TAXES	985,500	96,721.15	506,742.60	51.42	478,757.40	474,576.60
OTHER REVENUE						
10-41501-00 Farmers Market	1,000	0.00	515.00	51.50	485.00	250.00
10-41504-00 Park Shelter Reservations	12,000	1,345.00	7,465.00	62.21	4,535.00	8,715.00
10-41504-01 Sports Fields Reservations	4,000	450.00	3,710.00	92.75	290.00	3,704.00
10-41504-02 Park Events Reservations	10,500	1,385.00	7,436.00	70.82	3,064.00	3,985.00
10-41504-03 PLP Park Events Reservations	1,000	0.00	0.00	0.00	1,000.00	0.00
10-41505-01 Nature Sanctuary Programs	2,700	0.00	0.00	0.00	2,700.00	0.00
TOTAL OTHER REVENUE	31,200	3,180.00	19,126.00	61.30	12,074.00	16,654.00
COURT REVENUE						
10-41601-00 Fines	261,000	20,623.00	112,450.50	43.08	148,549.50	107,198.00
10-41602-00 CVC Reports	0	52.17	278.24	0.00	(278.24)	243.50
10-41602-01 Appointed Attorney Reimburse	0	440.00	1,569.00	0.00	(1,569.00)	1,820.00
10-41602-02 Boarding of Prisoners Reimbu	0	0.00	480.00	0.00	(480.00)	1,615.00
10-41603-00 Police Reports	0	185.00	1,573.00	0.00	(1,573.00)	1,409.00
TOTAL COURT REVENUE	261,000	21,300.17	116,350.74	44.58	144,649.26	112,285.50
INTEREST INCOME						
10-41701-00 Interest Income	7,000	699.31	4,160.65	59.44	2,839.35	3,382.01
TOTAL INTEREST INCOME	7,000	699.31	4,160.65	59.44	2,839.35	3,382.01
MISCELLANEOUS REVENUE						
10-41801-00 Miscellaneous	10,000	1,187.93	12,307.47	123.07	(2,307.47)	13,340.76
10-41801-03 Rebates	0	0.00	0.00	0.00	0.00	777.81
10-41801-05 Newsletter Advertising	4,000	0.00	0.00	0.00	4,000.00	2,450.00
10-41802-00 Leased Properties	5,880	0.00	0.00	0.00	5,880.00	2,435.00
10-41803-99 FEMA Flood Reparations	0	0.00	15,802.89	0.00	(15,802.89)	0.00
10-41804-07 Bulletproof Vest Grant	0	0.00	345.00	0.00	(345.00)	0.00
10-41805-00 Sale of Vehicles/Equipment	10,000	0.00	0.00	0.00	10,000.00	0.00
10-41807-01 Insurance Claim Reimb.	0	0.00	1,445.00	0.00	(1,445.00)	0.00
TOTAL MISCELLANEOUS REVENUE	29,880	1,187.93	29,900.36	100.07	(20.36)	19,003.57
TRANSFERS IN						
10-41901-00 Transfer f Transportation Fu	245,000	20,416.70	122,500.00	50.00	122,500.00	177,500.00
10-41903-00 Administration Fee	101,500	8,458.35	50,750.00	50.00	50,750.00	50,000.00
10-41908-00 Transfer from Health Insuran	0	0.00	0.00	0.00	0.00	46,870.04
10-41909-00 Transfer from Sewer Special	0	0.00	0.00	0.00	0.00	61.19
TOTAL TRANSFERS IN	346,500	28,875.05	173,250.00	50.00	173,250.00	274,431.23
TOTAL REVENUE	3,924,141	200,926.24	2,358,177.62	60.09	1,565,963.38	2,585,594.44

REVENUE AND EXPENSE REPORT
AS OF: JUNE 30TH, 2015

10 -General Fund
ADMINISTRATION
EXPENDITURES

50.00% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
PERSONNEL						
10-501.01-01-00 Salaries	297,608	22,769.48	147,900.40	49.70	149,707.60	143,836.35
10-501.01-11-00 Mayor and Aldermen	57,600	4,430.90	28,177.75	48.92	29,422.25	28,593.15
10-501.01-21-00 FICA & Medicare	26,785	1,967.82	12,642.71	47.20	14,142.29	12,572.44
10-501.01-22-00 Retirement	23,300	1,778.94	10,795.09	46.33	12,504.91	7,658.43
10-501.01-32-00 Exp Allowance-Bd of Alde	0	0.00	1,170.00	0.00	(1,170.00)	2,790.00
10-501.01-33-00 Auto Allow-City Administ	1,200	0.00	200.00	16.67	1,000.00	700.00
10-501.01-40-00 Membership Fees & Dues -	1,000	190.00	505.00	50.50	495.00	411.00
10-501.01-41-00 Membership Fees & Dues -	2,970	215.00	447.00	15.05	2,523.00	1,401.60
10-501.01-41-02 Professional Dev - Staff	11,320	1,169.00	5,606.25	49.53	5,713.75	4,952.09
10-501.01-41-03 Professional Dev - Board	5,850	0.00	537.50	9.19	5,312.50	536.00
TOTAL PERSONNEL	427,633	32,521.14	207,981.70	48.64	219,651.30	203,451.06
INSURANCE						
10-501.02-01-00 Liability Insurance	90,000	64,543.68	64,543.68	71.72	25,456.32	88,263.60
10-501.02-01-01 Insurance Deductible	20,000	0.00	0.00	0.00	20,000.00	2,168.48
10-501.02-02-00 Health, Life & Dental	27,930	2,295.18	18,405.27	65.90	9,524.73	13,969.12
10-501.02-03-00 Workers Compensation	1,650	772.00	772.00	46.79	878.00	1,176.09
10-501.02-04-00 Unemployment	2,500	0.00	0.00	0.00	2,500.00	0.00
10-501.02-05-00 Property Insurance	20,959	11,363.96	11,363.96	54.22	9,595.04	18,532.70
TOTAL INSURANCE	163,039	78,974.82	95,084.91	58.32	67,954.09	124,109.99
UTILITIES						
10-501.03-01-00 Telephone & Voicemail	6,000	497.19	1,976.58	32.94	4,023.42	2,441.23
10-501.03-02-00 Electricity	55,000	3,933.82	20,797.25	37.81	34,202.75	28,042.07
10-501.03-04-00 Water	6,000	305.59	2,077.10	34.62	3,922.90	2,164.49
10-501.03-05-00 Mobile Phones & Pagers	120	10.00	50.00	41.67	70.00	0.00
10-501.03-07-00 Train Depot Utilities	0	(16.47)	0.00	0.00	0.00	5,059.99
10-501.03-08-00 Cable	2,100	174.85	1,049.42	49.97	1,050.58	875.00
10-501.03-09-00 Trash Hauling	300	0.00	150.00	50.00	150.00	225.00
TOTAL UTILITIES	69,520	4,904.98	26,100.35	37.54	43,419.65	38,807.78
CAPITAL EXPENDITURES						
10-501.04-21-00 Office Equipment	0	0.00	0.00	0.00	0.00	70.04
10-501.04-22-00 Lease Purchase-Office Eq	1,025	0.00	218.00	21.27	807.00	512.00
TOTAL CAPITAL EXPENDITURES	1,025	0.00	218.00	21.27	807.00	582.04
OTHER PURCHASES						
10-501.05-01-00 Office Supplies & Consum	5,500	198.67	2,151.81	39.12	3,348.19	2,598.94
10-501.05-02-00 Postage	1,500	(733.63)	605.36	40.36	894.64	691.86
10-501.05-04-00 Printing	600	0.00	514.05	85.68	85.95	733.54
10-501.05-05-00 Publications	200	0.00	236.00	118.00	(36.00)	576.00
TOTAL OTHER PURCHASES	7,800	(534.96)	3,507.22	44.96	4,292.78	4,600.34
MAINTENANCE						
10-501.06-01-00 Building Maint & Repair	20,000	962.27	5,141.65	25.71	14,858.35	2,373.11
10-501.06-01-01 HVAC Maintenance & Repai	2,500	0.00	0.00	0.00	2,500.00	50.89
10-501.06-02-00 Janitorial Services/Supp	11,000	757.50	4,494.42	40.86	6,505.58	3,190.09

REVENUE AND EXPENSE REPORT
AS OF: JUNE 30TH, 2015

10 -General Fund
ADMINISTRATION 50.00% OF FISCAL YEAR COMPLETED
EXPENDITURES

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
10-501.06-11-00 Train Depot Maint	6,200	0.00	21.72	0.35	6,178.28	87.59
10-501.06-34-00 Office Equipment Mainten	2,750	238.11	928.71	33.77	1,821.29	1,243.21
TOTAL MAINTENANCE	42,450	1,957.88	10,586.50	24.94	31,863.50	6,944.89
CITY SERVICES						
10-501.07-01-00 Elections	2,650	0.00	1,958.25	73.90	691.75	1,766.52
10-501.07-02-00 Advertising/Public Notic	6,120	0.00	81.78	1.34	6,038.22	2,966.60
10-501.07-04-00 Credit Card Fees	3,000	0.00	0.00	0.00	3,000.00	0.00
10-501.07-47-00 MARC HHW Program	5,800	0.00	5,776.16	99.59	23.84	5,776.16
10-501.07-99-00 FOPAS - Animal Control	6,000	500.00	3,500.00	58.33	2,500.00	3,000.00
TOTAL CITY SERVICES	23,570	500.00	11,316.19	48.01	12,253.81	13,509.28
PROFESSIONAL FEES						
10-501.08-01-00 Attorney/Legal Fees	135,000	3,825.00	46,399.41	34.37	88,600.59	48,355.28
10-501.08-01-01 Litigation (New)	60,000	0.00	0.00	0.00	60,000.00	44,620.78
10-501.08-02-00 Auditor Fees	12,000	0.00	0.00	0.00	12,000.00	0.00
10-501.08-02-02 Professional Services	38,635	22,000.00	26,907.64	69.65	11,727.36	25,631.40
TOTAL PROFESSIONAL FEES	245,635	25,825.00	73,307.05	29.84	172,327.95	118,607.46
OTHER EXPENDITURES						
10-501.09-04-00 Holiday Decorations	900	0.00	350.00	38.89	550.00	505.70
10-501.09-11-00 Cemetery Maintenance	4,000	460.00	1,298.50	32.46	2,701.50	1,235.00
10-501.09-20-02 Exec Session Meeting Sup	2,650	119.64	483.27	18.24	2,166.73	204.71
10-501.09-20-03 Finance Committee Mtg Su	0	0.00	0.00	0.00	0.00	384.47
10-501.09-20-07 Meeting Supplies	500	0.00	62.80	12.56	437.20	39.99
10-501.09-21-00 Misc-Other	6,860	1,224.97	2,085.63	30.40	4,774.37	1,198.26
TOTAL OTHER EXPENDITURES	14,910	1,804.61	4,280.20	28.71	10,629.80	3,568.13
TRANSFERS-OTHER SOURCES						
TOTAL ADMINISTRATION	995,582	145,953.47	432,382.12	43.43	563,199.88	514,180.97

REVENUE AND EXPENSE REPORT
AS OF: JUNE 30TH, 2015

10 -General Fund
POLICE
EXPENDITURES

50.00% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
PERSONNEL						
10-505.01-01-00 Salaries	825,658	58,329.18	356,774.24	43.21	468,883.76	403,432.11
10-505.01-03-00 Overtime	15,000	1,069.63	5,322.22	35.48	9,677.78	4,636.57
10-505.01-21-00 FICA & Medicare	63,533	4,370.98	26,708.37	42.04	36,824.63	29,625.02
10-505.01-22-00 Retirement	54,614	3,236.70	19,564.26	35.82	35,049.74	16,211.92
10-505.01-41-00 Membership Fees & Dues	950	200.00	400.00	42.11	550.00	370.00
10-505.01-41-02 Professional Development	4,500	16.00	146.00	3.24	4,354.00	214.50
10-505.01-43-00 Tuition Reimbursement	2,000	0.00	577.50	28.88	1,422.50	0.00
TOTAL PERSONNEL	966,255	67,222.49	409,492.59	42.38	556,762.41	454,490.12
INSURANCE						
10-505.02-02-00 Health, Life & Dental	124,434	7,736.72	66,327.06	53.30	58,106.94	61,509.41
10-505.02-03-00 Workers Compensation	45,699	35,900.37	35,900.37	78.56	9,798.63	31,915.96
10-505.02-04-00 Unemployment	1,500	0.00	0.00	0.00	1,500.00	0.00
TOTAL INSURANCE	171,633	43,637.09	102,227.43	59.56	69,405.57	93,425.37
UTILITIES						
10-505.03-01-00 Telephone & Voicemail	1,500	158.24	687.11	45.81	812.89	432.30
10-505.03-05-00 Mobile Phone & Pagers	4,500	246.56	1,362.08	30.27	3,137.92	1,771.38
TOTAL UTILITIES	6,000	404.80	2,049.19	34.15	3,950.81	2,203.68
CAPITAL EXPENDITURES						
10-505.04-21-00 Office Equipment	0	0.00	0.00	0.00	0.00	112.09
TOTAL CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	112.09
OTHER PURCHASES						
10-505.05-01-00 Office Supplies & Consum	2,800	4.19	542.76	19.38	2,257.24	610.25
10-505.05-02-00 Postage	250	25.38	69.78	27.91	180.22	88.79
10-505.05-04-00 Printing	500	0.00	85.00	17.00	415.00	76.05
10-505.05-20-00 Small Office Equipment	1,000	0.00	0.00	0.00	1,000.00	0.00
10-505.05-21-00 Equipment and Handtools	7,000	0.00	218.87	3.13	6,781.13	237.07
10-505.05-22-01 Terminal - Rejis	1,400	578.07	903.42	64.53	496.58	1,123.36
10-505.05-22-02 Terminal - Platte Co	2,200	0.00	2,014.32	91.56	185.68	1,510.74
10-505.05-31-00 Uniforms	7,000	410.95	1,397.17	19.96	5,602.83	1,492.77
10-505.05-99-00 Other Purchases	500	8.00	8.00	1.60	492.00	24.00
TOTAL OTHER PURCHASES	22,650	1,026.59	5,239.32	23.13	17,410.68	5,163.03
MAINTENANCE						
10-505.06-21-00 Vehicle Repair & Mainten	15,000	1,285.62	4,810.05	32.07	10,189.95	5,687.09
10-505.06-21-01 Equipment Repair & Maint	1,400	200.00	608.48	43.46	791.52	0.00
10-505.06-22-00 Vehicle Gas & Oil	50,000	2,292.10	9,560.60	19.12	40,439.40	24,415.72
10-505.06-32-02 Crimestar Maintenance	1,500	0.00	0.00	0.00	1,500.00	0.00
10-505.06-34-00 Office Equipment/Mainten	1,100	190.12	665.42	60.49	434.58	395.88
TOTAL MAINTENANCE	69,000	3,967.84	15,644.55	22.67	53,355.45	30,498.69
CITY SERVICES						
10-505.07-56-00 Hiring/Substance Screeni	4,000	341.00	1,623.00	40.58	2,377.00	0.00
10-505.07-57-00 Crime Commission	500	0.00	500.00	100.00	0.00	500.00

REVENUE AND EXPENSE REPORT
AS OF: JUNE 30TH, 2015

:0 -General Fund
POLICE 50.00% OF FISCAL YEAR COMPLETED
EXPENDITURES

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
10-505.07-81-00 Lab Work	2,000	0.00	0.00	0.00	2,000.00	0.00
10-505.07-90-00 Contractual Service Agre	2,000	0.00	360.00	18.00	1,640.00	360.00
10-505.07-99-00 Other City Services	700	0.00	0.00	0.00	700.00	59.68
TOTAL CITY SERVICES	9,200	341.00	2,483.00	26.99	6,717.00	919.68
'THER EXPENDITURES						
10-505.09-21-00 Miscellaneous	350	0.00	0.00	0.00	350.00	100.00
10-505.09-21-04 Harvester Deer Donation	1,500	0.00	0.00	0.00	1,500.00	250.00
TOTAL OTHER EXPENDITURES	1,850	0.00	0.00	0.00	1,850.00	350.00
TOTAL POLICE	1,246,588	116,599.81	537,136.08	43.09	709,451.92	587,162.66

REVENUE AND EXPENSE REPORT
AS OF: JUNE 30TH, 2015

10 -General Fund
MUNICIPAL COURT
EXPENDITURES

50.00% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
PERSONNEL						
10-510.01-01-00 Salaries	50,483	4,010.77	25,512.00	50.54	24,971.00	24,533.25
10-510.01-11-00 Judge	18,000	1,429.62	9,180.03	51.00	8,819.97	9,000.03
10-510.01-21-00 FICA & Medicare	5,250	390.39	2,595.27	49.43	2,654.73	2,560.43
10-510.01-22-00 Retirement	2,006	160.19	1,023.58	51.03	982.42	716.67
10-510.01-32-00 Expense Allow - Judge	540	0.00	135.00	25.00	405.00	315.00
10-510.01-41-00 Memberships, Fees & Dues	500	0.00	250.00	50.00	250.00	100.00
10-510.01-41-02 Professional Development	4,200	1,820.24	3,466.52	82.54	733.48	3,768.20
10-510.01-51-00 Prosecutor/Assistant	22,200	400.00	9,650.00	43.47	12,550.00	11,100.00
10-510.01-51-02 Public Defender	7,200	600.00	3,600.00	50.00	3,600.00	3,250.02
TOTAL PERSONNEL	110,379	8,811.21	55,412.40	50.20	54,966.60	55,343.60
INSURANCE						
10-510.02-02-00 Health, Life & Dental	8,280	646.81	4,908.54	59.28	3,371.46	4,058.88
10-510.02-03-00 Workers Compensation	4,080	4,212.11	4,212.11	103.24	(132.11)	2,841.34
TOTAL INSURANCE	12,360	4,858.92	9,120.65	73.79	3,239.35	6,900.22
UTILITIES						
10-510.03-05-00 Mobile Phone & Pagers	120	10.00	60.00	50.00	60.00	70.00
TOTAL UTILITIES	120	10.00	60.00	50.00	60.00	70.00
CAPITAL EXPENDITURES						
OTHER PURCHASES						
10-510.05-01-00 Office Supplies & Consum	1,800	51.98	250.07	13.89	1,549.93	27.69
10-510.05-02-00 Postage	500	36.12	116.56	23.31	383.44	174.11
10-510.05-04-00 Printing	4,000	899.30	1,907.36	47.68	2,092.64	2,112.59
10-510.05-05-00 Publications	350	0.00	250.00	71.43	100.00	0.00
10-510.05-06-00 Processing Fees	2,200	169.20	645.36	29.33	1,554.64	1,950.80
TOTAL OTHER PURCHASES	8,850	1,156.60	3,169.35	35.81	5,680.65	4,265.19
MAINTENANCE						
10-510.06-32-00 REJIS System	700	0.00	0.00	0.00	700.00	0.00
10-510.06-33-00 Software Support Agreeme	2,500	2,277.86	2,277.86	91.11	222.14	2,169.39
10-510.06-34-00 Office Equipment Mainten	800	8.73	59.99	7.50	740.01	326.32
TOTAL MAINTENANCE	4,000	2,286.59	2,337.85	58.45	1,662.15	2,495.71
CITY SERVICES						
10-510.07-80-00 Boarding of Prisoners	14,000	140.00	1,125.50	8.04	12,874.50	2,990.45
10-510.07-82-00 Bailiff	6,000	87.83	1,874.65	31.24	4,125.35	3,495.86
10-510.07-82-01 Translator	800	118.50	367.10	45.89	432.90	961.86
TOTAL CITY SERVICES	20,800	346.33	3,367.25	16.19	17,432.75	7,448.17
OTHER EXPENDITURES						
10-510.09-21-00 Miscellaneous	200	79.13	368.53	184.27	(168.53)	15.00
TOTAL OTHER EXPENDITURES	200	79.13	368.53	184.27	(168.53)	15.00
TOTAL MUNICIPAL COURT	156,709	17,548.78	73,836.03	47.12	82,872.97	76,537.89

REVENUE AND EXPENSE REPORT
AS OF: JUNE 30TH, 2015

10 -General Fund
PUBLIC WORKS
EXPENDITURES

50.00% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
PERSONNEL						
10-515.01-01-00 Salaries	121,245	9,566.03	52,476.34	43.28	68,768.66	45,704.73
10-515.01-21-00 FICA & Medicare	9,109	719.70	3,941.85	43.27	5,167.15	3,425.32
10-515.01-22-00 Retirement	4,337	0.00	0.00	0.00	4,337.00	1,400.99
10-515.01-33-00 Auto Allow-Public Wks Di	3,000	0.00	250.00	8.33	2,750.00	1,750.00
10-515.01-41-00 Membership Fees & Dues	750	0.00	26.25	3.50	723.75	634.00
10-515.01-41-02 Professional Development	3,600	0.00	297.37	8.26	3,302.63	1,334.90
10-515.01-43-00 Tuition Reimbursement	0	500.00	500.00	0.00	(500.00)	0.00
TOTAL PERSONNEL	142,041	10,785.73	57,491.81	40.48	84,549.19	54,249.94
INSURANCE						
10-515.02-02-00 Health, Life & Dental	12,056	1,009.89	6,132.33	50.87	5,923.67	2,793.87
10-515.02-03-00 Workers Compensation	815	330.86	330.86	40.60	484.14	402.43
10-515.02-04-00 Unemployment	1,280	0.00	0.00	0.00	1,280.00	0.00
TOTAL INSURANCE	14,151	1,340.75	6,463.19	45.67	7,687.81	3,196.30
UTILITIES						
10-515.03-05-00 Mobile Phones & Pagers	480	20.55	103.15	21.49	376.85	280.00
TOTAL UTILITIES	480	20.55	103.15	21.49	376.85	280.00
CAPITAL EXPENDITURES						
OTHER PURCHASES						
10-515.05-01-00 Office Supplies & Consum	750	151.86	537.17	71.62	212.83	34.26
10-515.05-02-00 Postage	150	16.81	25.07	16.71	124.93	6.43
10-515.05-04-00 Printing	250	0.00	70.00	28.00	180.00	26.00
10-515.05-20-00 Small Office Equipment	0	0.00	0.00	0.00	0.00	4.29
10-515.05-31-00 Uniforms	100	0.00	119.37	119.37	(19.37)	0.00
TOTAL OTHER PURCHASES	1,250	168.67	751.61	60.13	498.39	70.98
MAINTENANCE						
10-515.06-36-00 Tornado Siren	2,500	0.00	1,212.00	48.48	1,288.00	1,212.00
TOTAL MAINTENANCE	2,500	0.00	1,212.00	48.48	1,288.00	1,212.00
PROFESSIONAL FEES						
10-515.08-03-00 Engineer & Planning Fees	25,000	7,606.93	19,076.42	76.31	5,923.58	252.83
TOTAL PROFESSIONAL FEES	25,000	7,606.93	19,076.42	76.31	5,923.58	252.83
OTHER EXPENDITURES						
10-515.09-21-00 Miscellaneous	500	0.00	844.09	168.82	(344.09)	72.00
TOTAL OTHER EXPENDITURES	500	0.00	844.09	168.82	(344.09)	72.00
TOTAL PUBLIC WORKS	185,922	19,922.63	85,942.27	46.22	99,979.73	59,334.05

REVENUE AND EXPENSE REPORT
AS OF: JUNE 30TH, 2015

10 -General Fund
COMMUNITY DEVELOPMENT
EXPENDITURES

50.00% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
PERSONNEL						
10-518.01-01-00 Salaries	198,900	15,558.43	94,177.69	47.35	104,722.31	93,952.02
10-518.01-21-00 FICA & Medicare	15,216	1,155.16	6,966.70	45.79	8,249.30	6,640.26
10-518.01-22-00 Retirement	10,713	833.48	5,063.95	47.27	5,649.05	3,319.60
10-518.01-31-00 Auto Allowance - Other	2,400	0.00	400.00	16.67	2,000.00	1,400.00
10-518.01-41-00 Membership Fees & Dues	1,675	0.00	365.00	21.79	1,310.00	947.42
10-518.01-41-02 Professional Development	5,400	0.00	60.00	1.11	5,340.00	2,410.10
TOTAL PERSONNEL	234,304	17,547.07	107,033.34	45.68	127,270.66	108,669.40
INSURANCE						
10-518.02-02-00 Health, Life & Dental	23,219	1,806.77	12,627.31	54.38	10,591.69	12,479.28
10-518.02-03-00 Workers Compensation	1,007	441.14	441.14	43.81	565.86	631.41
10-518.02-04-00 Unemployment	1,000	0.00	0.00	0.00	1,000.00	0.00
TOTAL INSURANCE	25,226	2,247.91	13,068.45	51.81	12,157.55	13,110.69
UTILITIES						
10-518.03-05-00 Mobile Phones & Pagers	1,600	131.90	659.32	41.21	940.68	623.79
TOTAL UTILITIES	1,600	131.90	659.32	41.21	940.68	623.79
CAPITAL EXPENDITURES						
OTHER PURCHASES						
10-518.05-01-00 Office Supplies & Consum	1,600	0.00	110.17	6.89	1,489.83	612.81
10-518.05-02-00 Postage	750	555.32	1,063.23	141.76	(313.23)	414.21
10-518.05-04-00 Printing	500	0.00	62.70	12.54	437.30	61.00
10-518.05-05-00 Publications	870	0.00	0.00	0.00	870.00	0.00
10-518.05-21-00 Equipment & Handtools	300	0.00	0.00	0.00	300.00	0.00
10-518.05-31-00 Uniforms	200	0.00	0.00	0.00	200.00	0.00
TOTAL OTHER PURCHASES	4,220	555.32	1,236.10	29.29	2,983.90	1,088.02
MAINTENANCE						
10-518.06-21-00 Vehicle Repair & Mainten	2,200	0.00	1,180.78	53.67	1,019.22	156.47
10-518.06-22-00 Vehicle Gas & Oil	1,800	160.14	550.34	30.57	1,249.66	796.65
TOTAL MAINTENANCE	4,000	160.14	1,731.12	43.28	2,268.88	953.12
CITY SERVICES						
10-518.07-02-01 Public Notices	2,000	107.21	1,766.35	88.32	233.65	730.77
10-518.07-04-00 Code Enforcement	15,000	0.00	0.00	0.00	15,000.00	0.00
TOTAL CITY SERVICES	17,000	107.21	1,766.35	10.39	15,233.65	730.77
PROFESSIONAL FEES						
10-518.08-03-00 Engineering & Planning F	3,000	0.00	1,991.90	66.40	1,008.10	0.00
10-518.08-03-02 NPDES II / Arcview	1,500	0.00	250.00	16.67	1,250.00	0.00
TOTAL PROFESSIONAL FEES	4,500	0.00	2,241.90	49.82	2,258.10	0.00
OTHER EXPENDITURES						
10-518.09-20-00 Planning Com. Meeting Su	150	0.00	7.96	5.31	142.04	0.00
10-518.09-21-00 Miscellaneous	200	10.00	81.55	40.78	118.45	0.00
TOTAL OTHER EXPENDITURES	350	10.00	89.51	25.57	260.49	0.00
TOTAL COMMUNITY DEVELOPMENT	291,200	20,759.55	127,826.09	43.90	163,373.91	125,175.79

REVENUE AND EXPENSE REPORT
AS OF: JUNE 30TH, 2015

10 -General Fund
STREET DEPARTMENT
EXPENDITURES

50.00% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
PERSONNEL						
10-520.01-01-00 Salaries	232,262	17,776.00	112,265.79	48.34	119,996.21	111,885.11
10-520.01-03-00 Overtime	13,500	55.71	6,750.48	50.00	6,749.52	7,342.65
10-520.01-21-00 FICA & Medicare	17,718	1,297.61	8,696.52	49.08	9,021.48	8,780.86
10-520.01-22-00 Retirement	13,703	1,052.07	6,126.93	44.71	7,576.07	4,118.08
10-520.01-41-02 Professional Development	300	0.00	0.00	0.00	300.00	0.00
TOTAL PERSONNEL	277,483	20,181.39	133,839.72	48.23	143,643.28	132,126.70
INSURANCE						
10-520.02-02-00 Health, Life & Dental	38,280	3,597.86	27,577.90	72.04	10,702.10	16,687.16
10-520.02-03-00 Workers Compensation	29,016	22,518.82	22,518.82	77.61	6,497.18	20,205.14
10-520.02-04-00 Unemployment	1,500	0.00	138.21	9.21	1,361.79	0.00
TOTAL INSURANCE	68,796	26,116.68	50,234.93	73.02	18,561.07	36,892.30
UTILITIES						
10-520.03-01-00 Telephone & Voicemail	1,500	143.99	645.57	43.04	854.43	526.51
10-520.03-02-00 Electricity	3,400	151.89	1,418.35	41.72	1,981.65	1,458.48
10-520.03-03-00 Gas	2,200	86.54	1,057.18	48.05	1,142.82	977.34
10-520.03-04-00 Water	4,000	340.03	1,739.01	43.48	2,260.99	1,873.52
10-520.03-05-00 Mobile Phones & Pagers	2,800	199.51	1,007.50	35.98	1,792.50	444.90
10-520.03-09-00 Trash Hauling	600	165.00	165.00	27.50	435.00	165.00
TOTAL UTILITIES	14,500	1,086.96	6,032.61	41.60	8,467.39	5,445.75
CAPITAL EXPENDITURES						
OTHER PURCHASES						
10-520.05-01-00 Office Supplies & Consum	800	0.00	142.95	17.87	657.05	356.48
10-520.05-02-00 Postage	0	0.00	0.00	0.00	0.00	0.75
10-520.05-20-00 Small Office Equipment	400	0.00	74.99	18.75	325.01	0.00
10-520.05-21-00 Handtools	5,000	445.54	2,602.18	52.04	2,397.82	2,873.92
10-520.05-31-00 Uniforms	2,600	0.00	586.60	22.56	2,013.40	367.50
TOTAL OTHER PURCHASES	8,800	445.54	3,406.72	38.71	5,393.28	3,598.65
MAINTENANCE						
10-520.06-21-00 Vehicle Repair & Mainten	0	0.00	0.00	0.00	0.00	166.71
10-520.06-21-01 Equipment Repair & Maint	0	0.00	0.00	0.00	0.00	90.14
10-520.06-22-00 Vehicle Gas & Oil	0	0.00	0.00	0.00	0.00	12.13
TOTAL MAINTENANCE	0	0.00	0.00	0.00	0.00	268.98
CITY SERVICES						
10-520.07-41-00 Street Lights-Electricit	0	0.00	0.00	0.00	0.00	387.15
10-520.07-43-00 Spring/Fall Cleanup	9,000	458.00	1,128.00	12.53	7,872.00	5,813.77
10-520.07-43-01 Recycling Extravaganza	1,500	(307.00)	1,916.40	127.76	(416.40)	1,422.80
10-520.07-43-02 HHW Collectiou Event	400	0.00	0.00	0.00	400.00	0.00
10-520.07-51-00 Mosquito & Weed Control	2,000	210.16	790.16	39.51	1,209.84	0.00
10-520.07-55-00 Animal Control	100	0.00	0.00	0.00	100.00	0.00
TOTAL CITY SERVICES	13,000	361.16	3,834.56	29.50	9,165.44	7,623.72

10 -General Fund
STREET DEPARTMENT
EXPENDITURES

50.00% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
PROFESSIONAL FEES						
10-520.08-03-02 NPDES II/Arcview Program	0	0.00	0.00	0.00	0.00	60.00
TOTAL PROFESSIONAL FEES	0	0.00	0.00	0.00	0.00	60.00
OTHER EXPENDITURES						
10-520.09-21-00 Miscellaneous	150	159.00	176.20	117.47	(26.20)	36.00
TOTAL OTHER EXPENDITURES	150	159.00	176.20	117.47	(26.20)	36.00
TOTAL STREET DEPARTMENT	382,729	48,350.73	197,524.74	51.61	185,204.26	186,052.10

REVENUE AND EXPENSE REPORT
AS OF: JUNE 30TH, 2015

10 -General Fund
PARKS DEPARTMENT 50.00% OF FISCAL YEAR COMPLETED
EXPENDITURES

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
PERSONNEL						
10-525.01-01-00 Salaries	121,500	11,021.58	63,883.68	52.58	57,616.32	63,787.95
10-525.01-03-00 Overtime	7,500	0.00	3,341.02	44.55	4,158.98	2,916.86
10-525.01-05-00 Seasonal Landscape Maint	33,800	3,341.00	8,157.50	24.13	25,642.50	0.00
10-525.01-21-00 FICA & Medicare	9,975	1,030.65	5,375.36	53.89	4,599.64	4,701.98
10-525.01-22-00 Retirement	7,073	494.02	3,434.89	48.56	3,638.11	2,356.68
10-525.01-41-00 Membership Fees & Dues	100	0.00	0.00	0.00	100.00	0.00
10-525.01-41-02 Professional Development	100	25.56	25.56	25.56	74.44	0.00
TOTAL PERSONNEL	180,048	15,912.81	84,218.01	46.78	95,829.99	73,763.47
INSURANCE						
10-525.02-02-00 Health, Life & Dental	21,001	1,758.33	12,809.73	61.00	8,191.27	10,030.24
10-525.02-03-00 Workers Compensation	8,705	6,057.55	6,057.55	69.59	2,647.45	5,968.68
10-525.02-04-00 Unemployment	500	0.00	0.00	0.00	500.00	0.00
TOTAL INSURANCE	30,206	7,815.88	18,867.28	62.46	11,338.72	15,998.92
UTILITIES						
10-525.03-01-00 Telephone & Voicemail	1,700	164.04	835.29	49.13	864.71	584.74
10-525.03-02-00 Electricity	14,550	1,898.59	7,943.41	54.59	6,606.59	6,556.64
10-525.03-03-00 Gas	1,500	73.66	674.61	44.97	825.39	966.16
10-525.03-04-00 Water	12,500	506.98	2,752.00	22.02	9,748.00	4,055.77
10-525.03-05-00 Mobile Phones & Pagers	2,250	82.19	414.10	18.40	1,835.90	563.01
10-525.03-09-00 Trash Hauling	1,500	335.00	335.00	22.33	1,165.00	335.00
TOTAL UTILITIES	34,000	3,060.46	12,954.41	38.10	21,045.59	13,061.32
CAPITAL EXPENDITURES						
10-525.04-72-00 Maintenance-ELP	0	0.00	0.00	0.00	0.00	1,239.75
TOTAL CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	1,239.75
OTHER PURCHASES						
10-525.05-01-00 Office Supplies & Consum	500	0.00	178.48	35.70	321.52	172.66
10-525.05-02-00 Postage	75	0.00	0.42	0.56	74.58	33.34
10-525.05-04-00 Printing	400	0.00	215.50	53.88	184.50	386.00
10-525.05-05-00 Publications	100	0.00	0.00	0.00	100.00	0.00
10-525.05-20-00 Small Office Equipment	100	0.00	0.00	0.00	100.00	0.00
10-525.05-21-00 Equipment & Handtools	5,500	779.24	4,957.12	90.13	542.88	1,388.47
10-525.05-31-00 Uniforms	1,500	136.00	873.80	58.25	626.20	342.00
10-525.05-41-01 Restroom Supplies	2,200	300.43	566.04	25.73	1,633.96	893.32
10-525.05-41-02 Trash Bags	3,800	0.00	2,144.90	56.44	1,655.10	814.03
10-525.05-41-03 Park Enhancements	7,000	2,155.85	2,819.35	40.28	4,180.65	1,104.33
10-525.05-42-00 Grass Seed & Fertilizer	2,800	0.00	337.78	12.06	2,462.22	0.00
10-525.05-99-00 Other Purchases	500	0.00	322.68	64.54	177.32	75.40
TOTAL OTHER PURCHASES	24,475	3,371.52	12,416.07	50.73	12,058.93	5,209.55
MAINTENANCE						
10-525.06-01-00 Buildings Maint & Repair	6,900	307.49	2,006.63	29.08	4,893.37	1,719.28
10-525.06-03-00 Restrooms	5,300	0.00	471.01	8.89	4,828.99	1,044.35
10-525.06-05-01 Stage Maintenance	150	0.00	0.00	0.00	150.00	0.00

REVENUE AND EXPENSE REPORT
AS OF: JUNE 30TH, 2015

.0 -General Fund
PARKS DEPARTMENT 50.00% OF FISCAL YEAR COMPLETED
EXPENDITURES

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
10-525.06-05-02 Ballfield Maintenance	6,600	552.50	3,703.75	56.12	2,896.25	329.58
10-525.06-05-03 Trail Maintenance	3,600	0.00	223.17	6.20	3,376.83	112.97
10-525.06-12-00 Playground Equipment Rep	2,000	189.28	189.28	9.46	1,810.72	1,048.20
10-525.06-13-00 Spirit Fountain	3,500	3,560.00	3,560.00	101.71	(60.00)	301.69
10-525.06-21-00 Vehicle Repair & Mainten	6,500	990.77	2,905.41	44.70	3,594.59	2,779.66
10-525.06-21-01 Equipment Repair & Maint	3,500	94.53	621.81	17.77	2,878.19	806.89
10-525.06-21-02 Tractor Mowing Equipment	5,500	33.37	3,191.57	58.03	2,308.43	3,366.16
10-525.06-22-00 Vehicle Gas & Oil	7,500	517.58	1,799.94	24.00	5,700.06	3,477.51
10-525.06-22-01 Equipment Gas & Oil	5,000	145.54	1,209.61	24.19	3,790.39	1,445.65
TOTAL MAINTENANCE	56,050	6,391.06	19,882.18	35.47	36,167.82	16,431.94
ITY SERVICES						
10-525.07-20-00 Rental of Portable Toile	3,000	220.00	440.00	14.67	2,560.00	1,320.00
10-525.07-51-00 Mosquito & Weed Control	2,800	494.56	708.46	25.30	2,091.54	668.80
10-525.07-51-01 Landscaping	2,500	0.00	0.00	0.00	2,500.00	0.00
10-525.07-52-00 Tree Trimming & Removal	9,000	0.00	0.00	0.00	9,000.00	3,201.81
10-525.07-53-00 Tree Planting	8,000	1,828.50	3,269.25	40.87	4,730.75	0.00
10-525.07-60-00 Rental Equipment	1,000	0.00	49.50	4.95	950.50	0.00
TOTAL CITY SERVICES	26,300	2,543.06	4,467.21	16.99	21,832.79	5,190.61
THER EXPENDITURES						
10-525.09-21-00 Miscellaneous	1,000	0.00	448.95	44.90	551.05	172.38
TOTAL OTHER EXPENDITURES	1,000	0.00	448.95	44.90	551.05	172.38
TOTAL PARKS DEPARTMENT	352,079	39,094.79	153,254.11	43.53	198,824.89	131,067.94

10 -General Fund
NATURE SANCTUARY
EXPENDITURES

50.00% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
PERSONNEL						
10-535.01-01-00 Salaries	18,000	1,900.50	8,429.60	46.83	9,570.40	7,500.48
10-535.01-21-00 FICA & Medicare	1,377	145.38	644.88	46.83	732.12	573.82
10-535.01-31-00 Expense Allowance-Other	200	0.00	0.00	0.00	200.00	0.00
TOTAL PERSONNEL	19,577	2,045.88	9,074.48	46.35	10,502.52	8,074.30
UTILITIES						
CAPITAL EXPENDITURES						
OTHER PURCHASES						
10-535.05-01-00 Office Supplies & Consum	100	0.00	62.96	62.96	37.04	45.00
10-535.05-02-00 Postage	50	0.00	4.70	9.40	45.30	13.52
10-535.05-04-00 Printing	500	0.00	0.00	0.00	500.00	497.37
10-535.05-21-00 Equipment & Handtools	400	37.36	214.22	53.56	185.78	87.35
10-535.05-41-00 Materials	1,000	(139.61)	12.12	1.21	987.88	110.44
10-535.05-42-00 Program Expenses	2,700	358.64	422.38	15.64	2,277.62	539.74
TOTAL OTHER PURCHASES	4,750	256.39	716.38	15.08	4,033.62	1,293.42
MAINTENANCE						
10-535.06-01-00 Building Maintenance & R	950	0.00	231.95	24.42	718.05	0.00
10-535.06-05-03 Trail Maintenance	3,500	0.00	534.27	15.26	2,965.73	953.63
10-535.06-21-00 Vehicle Repair & Mainten	1,000	0.00	510.04	51.00	489.96	324.21
10-535.06-21-01 Equipment Repair & Maint	150	0.00	33.19	22.13	116.81	5.83
10-535.06-22-00 Vehicle Gas & Oil	400	22.93	64.30	16.08	335.70	91.85
TOTAL MAINTENANCE	6,000	22.93	1,373.75	22.90	4,626.25	1,375.52
CITY SERVICES						
10-535.07-51-00 Mosquito & Weed Control	250	0.00	37.90	15.16	212.10	111.70
TOTAL CITY SERVICES	250	0.00	37.90	15.16	212.10	111.70
OTHER EXPENDITURES						
10-535.09-21-00 Miscellaneous	500	66.00	292.64	58.53	207.36	0.00
TOTAL OTHER EXPENDITURES	500	66.00	292.64	58.53	207.36	0.00
TOTAL NATURE SANCTUARY	31,077	2,391.20	11,495.15	36.99	19,581.85	10,854.94

REVENUE AND EXPENSE REPORT
AS OF: JUNE 30TH, 2015

10 -General Fund
CHANNEL 2 & WEBSITE
EXPENDITURES

50.00% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
PERSONNEL						
10-540.01-52-00 Technical Consultant/Int	10,200	850.00	4,250.00	41.67	5,950.00	4,049.40
10-540.01-53-00 Production Assistant/Int	2,100	150.00	750.00	35.71	1,350.00	650.00
TOTAL PERSONNEL	12,300	1,000.00	5,000.00	40.65	7,300.00	4,699.40
CAPITAL EXPENDITURES						
10-540.04-11-00 Computers & Programming	0	0.00	0.00	0.00	0.00	(299.40)
10-540.04-21-00 Office Equipment	200	0.00	0.00	0.00	200.00	0.00
TOTAL CAPITAL EXPENDITURES	200	0.00	0.00	0.00	200.00	(299.40)
OTHER PURCHASES						
10-540.05-03-00 Computer Equip/Access/Pr	500	0.00	0.00	0.00	500.00	0.00
TOTAL OTHER PURCHASES	500	0.00	0.00	0.00	500.00	0.00
MAINTENANCE						
10-540.06-31-00 Computer Maintenance	500	0.00	0.00	0.00	500.00	0.00
TOTAL MAINTENANCE	500	0.00	0.00	0.00	500.00	0.00
OTHER EXPENDITURES						
10-540.09-05-00 Newsletter/Website	4,000	0.00	2,507.98	62.70	1,492.02	1,983.20
10-540.09-05-01 Website Maintenance	250	0.00	99.95	39.98	150.05	0.00
TOTAL OTHER EXPENDITURES	4,250	0.00	2,607.93	61.36	1,642.07	1,983.20
TOTAL CHANNEL 2 & WEBSITE	17,750	1,000.00	7,607.93	42.86	10,142.07	6,383.20

REVENUE AND EXPENSE REPORT
AS OF: JUNE 30TH, 2015

10 -General Fund
TRANSFERS OUT
EXPENDITURES

50.00% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
TRANSFERS-OTHER SOURCES						
10-550.20-04-00 Transfer to Reserve Fund	60,000	5,000.00	30,000.00	50.00	30,000.00	158,500.00
10-550.20-21-00 Transfer to Debt Service	217,500	18,125.00	108,750.00	50.00	108,750.00	110,500.00
TOTAL TRANSFERS-OTHER SOURCES	277,500	23,125.00	138,750.00	50.00	138,750.00	269,000.00
TOTAL TRANSFERS OUT	277,500	23,125.00	138,750.00	50.00	138,750.00	269,000.00

REVENUE AND EXPENSE REPORT
AS OF: JUNE 30TH, 2015

10 -General Fund
IT
EXPENDITURES

50.00% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
PERSONNEL						
10-555.01-52-00 Information Technology S	21,000	701.25	2,507.50	11.94	18,492.50	11,640.75
TOTAL PERSONNEL	21,000	701.25	2,507.50	11.94	18,492.50	11,640.75
INSURANCE						
10-555.02-01-00 Equipment	1,500	0.00	0.00	0.00	1,500.00	494.35
10-555.02-02-00 Software	15,310	0.00	13,464.77	87.95	1,845.23	11,114.82
10-555.02-04-00 Domain Registrations	390	0.00	145.00	37.18	245.00	125.00
TOTAL INSURANCE	17,200	0.00	13,609.77	79.13	3,590.23	11,734.17
MAINTENANCE						
10-555.06-01-00 Maintenance & Repair	2,124	374.00	965.00	45.43	1,159.00	1,062.00
TOTAL MAINTENANCE	2,124	374.00	965.00	45.43	1,159.00	1,062.00
TOTAL IT	40,324	1,075.25	17,082.27	42.36	23,241.73	24,436.92

10 -General Fund
CAPITAL OUTLAY
EXPENDITURES

50.00% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
CAPITAL OUTLAY						
10-560.50-50-00 Police Capital Outlay	34,500	0.00	0.00	0.00	34,500.00	0.00
TOTAL CAPITAL OUTLAY	34,500	0.00	0.00	0.00	34,500.00	0.00
CAPITAL OUTLAY						
10-560.51-50-00 Public Works Capital Out	129,175	0.00	25,604.98	19.82	103,570.02	0.00
10-560.51-80-00 Com Development Capital	110,000	0.00	21,077.44	19.16	88,922.56	0.00
TOTAL CAPITAL OUTLAY	239,175	0.00	46,682.42	19.52	192,492.58	0.00
CAPITAL OUTLAY						
10-560.52-50-00 Parks Capital Outlay	82,500	0.00	0.00	0.00	82,500.00	0.00
TOTAL CAPITAL OUTLAY	82,500	0.00	0.00	0.00	82,500.00	0.00
TOTAL CAPITAL OUTLAY	356,175	0.00	46,682.42	13.11	309,492.58	0.00
TOTAL EXPENDITURES	4,333,635	435,821.21	1,829,519.21	42.22	2,504,115.79	1,990,186.46
EXCESS REVENUES OVER/(UNDER) EXPENDITURE	(409,494)	(234,894.97)	528,658.41		0.00	595,407.98

Sewer Fund (30)

Last Updated 07/15/15

	2011 Actual	2012 Actual	2013 Actual	2014 Budget	2014 Unaudited	2015 Budget	2015 YTD	2015 Projected	2016 Projected	2017 Projected	2018 Projected	2019 Projected	2020 Projected
Beginning Fund Balance	**$426,505**	**$ 493,616**	**$ 605,952**	**$ 489,897**	**$ 516,873**	**$ 1,020,362**	**$ 1,110,769**	**$ 1,110,769**	**$ 497,261**	**$ 422,420**	**$ 482,825**	**$ 436,427**	**$ 515,803**
Revenues													
Projected Rate Increase				*3.50%*	*3.00%*	*3.00%*	*3.00%*	*3.00%*	*2.00%*	*2.00%*	*1.00%*	*0.00%*	*0.00%*
Sewer Charges	907,088	962,603	937,785	968,760	1,016,426	1,027,940	468,772	1,044,319	1,048,499	1,069,469	1,080,163	1,080,163	1,080,163
Sewer Tap Fees	19,500	33,000	30,000	22,500	43,500	30,000	20,900	30,000	30,450	30,907	31,370	31,841	32,319
Sewer Impact Fees	18,200	30,800	28,000	21,000	42,000	28,000	19,700	28,000	28,420	28,846	29,279	29,718	30,164
MOAW Bill Collection Payment	636	715	686	650	562	650	-	650	650	650	650	650	650
Grinder Pump Administrative Fee	4,620	4,620	3,850	4,620	4,620	-	2,310	4,620	4,620	4,620	4,620	4,620	4,620
Interest Income	9,061	6,611	5,872	2,000	4,361	4,400	2,414	4,300	4,444	4,488	4,533	4,579	4,624
Transfer from Sewer CIP (33)	-	-	-	275,478	294,984	-	-		-	-	-	-	-
Miscellaneous	35	-	16	-	1,000	200	-	200	200	-	-	-	-
Sewer Fund Revenues:	**959,140**	**1,038,349**	**1,006,209**	**1,295,008**	**1,407,454**	**1,091,190**	**514,095**	**1,112,089**	**1,117,283**	**1,138,980**	**1,150,616**	**1,151,571**	**1,152,540**
Total Sources:	**1,385,645**	**1,531,965**	**1,612,161**	**1,784,905**	**1,924,326**	**2,111,552**	**1,624,864**	**2,222,858**	**1,614,544**	**1,561,400**	**1,633,441**	**1,587,998**	**1,668,343**
Expenditures													
Operating Expenses	388,097	453,316	449,989	514,201	462,065	519,812	183,966	519,812	529,425	539,222	549,206	559,381	569,751
Capital Expenses	16,415	18,146	5,636	474,007	59,988	802,275	213,368	771,500	374,400	252,800	358,000	220,000	410,000
Debt Service	273,917	198,952	202,233	200,556	191,504	332,785	247,437	332,785	184,768	180,953	182,095	182,947	178,651
Transfer to General Fund - Admin Fee	70,000	75,000	100,000	100,000	100,000	101,500	50,750	101,500	103,530	105,601	107,713	109,867	112,064
Other Transfers	143,600	180,600	337,431				-						
Sewer Fund Expenditures:	**892,029**	**926,014**	**1,095,288**	**1,288,764**	**813,557**	**1,756,372**	**695,521**	**1,725,597**	**1,192,123**	**1,078,576**	**1,197,014**	**1,072,195**	**1,270,466**
Estimated Working Capital *(deficit)* :	**493,616**	**605,952**	**516,873**	**496,141**	**1,110,769**	**355,180**	**929,343**	**497,261**	**422,420**	**482,825**	**436,427**	**515,803**	**397,877**
TARGET*	$388,441	$331,031	$339,730	$354,106	$332,020	$488,113	$488,113	$488,113	$343,007	$342,159	$346,325	$350,259	$349,105

* Target represents desired working capital of 90 days of operations in addition to the current fiscal year debt service payments as required by the Reserve Policy adopted December 3, 2013, by Resolution No. 12-01-13.

30 -Sewer Service Fund
FINANCIAL SUMMARY

50.00% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
REVENUE SUMMARY						
OTHER REVENUE	1,086,590	57,290.82	511,681.53	47.09	574,908.47	549,332.73
INTEREST INCOME	4,400	441.59	2,413.74	54.86	1,986.26	2,126.66
MISCELLANEOUS REVENUE	200	0.00	0.00	0.00	200.00	0.00
TRANSFERS IN	332,784	0.00	0.00	0.00	332,784.00	0.00
TOTAL REVENUES	1,423,974	57,732.41	514,095.27	36.10	909,878.73	551,459.39
EXPENDITURE SUMMARY						
ADMINISTRATIVE	2,089,156	92,062.87	695,520.81	33.29	1,393,635.19	358,119.40
TOTAL EXPENDITURES	2,089,156	92,062.87	695,520.81	33.29	1,393,635.19	358,119.40
EXCESS REVENUES OVER/(UNDER) EXPENDITURE	(665,182)	(34,330.46)	(181,425.54)		(483,756.46)	193,339.99

REVENUE AND EXPENSE REPORT
AS OF: JUNE 30TH, 2015

30 -Sewer Service Fund
FINANCIAL SUMMARY
REVENUES

50.00% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
OTHER REVENUE						
30-41501-00 Sewer Charges	1,027,940	4,941.22	202,480.03	19.70	825,459.97	41,984.20
30-41501-01 Sewer Charges - Data Tech	0	49,064.60	266,291.50	0.00	(266,291.50)	473,523.53
30-41502-00 Sewer Tap Fees	30,000	1,500.00	20,900.00	69.67	9,100.00	16,500.00
30-41502-01 Sewer Impact Fees	28,000	1,400.00	19,700.00	70.36	8,300.00	15,400.00
30-41503-00 Mo Am Bill Collection pymt	650	0.00	0.00	0.00	650.00	0.00
30-41504-00 Grinder Pump Admin Fee	0	385.00	2,310.00	0.00	(2,310.00)	1,925.00
TOTAL OTHER REVENUE	1,086,590	57,290.82	511,681.53	47.09	574,908.47	549,332.73
INTEREST INCOME						
30-41701-00 Interest Income	4,400	441.59	2,413.74	54.86	1,986.26	2,126.66
TOTAL INTEREST INCOME	4,400	441.59	2,413.74	54.86	1,986.26	2,126.66
MISCELLANEOUS REVENUE						
30-41804-00 Miscellaneous Revenue	200	0.00	0.00	0.00	200.00	0.00
TOTAL MISCELLANEOUS REVENUE	200	0.00	0.00	0.00	200.00	0.00
TRANSFERS IN						
30-41901-00 Transfer from Sewer Fund	332,784	0.00	0.00	0.00	332,784.00	0.00
TOTAL TRANSFERS IN	332,784	0.00	0.00	0.00	332,784.00	0.00
TOTAL REVENUE	1,423,974	57,732.41	514,095.27	36.10	909,878.73	551,459.39

REVENUE AND EXPENSE REPORT
AS OF: JUNE 30TH, 2015

30 -Sewer Service Fund
ADMINISTRATIVE
EXPENDITURES

50.00% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
PERSONNEL						
30-501.01-01-00 Salaries	13,156	1,078.23	4,251.77	32.32	8,904.23	5,204.14
30-501.01-21-00 FICA & Medicare	1,006	81.97	324.74	32.28	681.26	398.13
TOTAL PERSONNEL	14,162	1,160.20	4,576.51	32.32	9,585.49	5,602.27
INSURANCE						
30-501.02-01-00 Hazard & Liability	6,000	2,689.32	2,689.32	44.82	3,310.68	3,677.65
30-501.02-02-00 Health	0	239.66	239.66	0.00	(239.66)	0.00
TOTAL INSURANCE	6,000	2,928.98	2,928.98	48.82	3,071.02	3,677.65
UTILITIES						
30-501.03-01-00 Telephone & Voicemail	2,600	303.68	1,320.02	50.77	1,279.98	838.63
30-501.03-02-00 Electricity	41,000	6,343.74	18,032.68	43.98	22,967.32	16,731.94
30-501.03-04-00 Water	3,500	127.39	725.24	20.72	2,774.76	1,768.98
30-501.03-06-00 Wi-Fi	480	39.99	199.95	41.66	280.05	159.96
30-501.03-09-00 Trash Hauling	600	59.42	213.26	35.54	386.74	118.84
TOTAL UTILITIES	48,180	6,874.22	20,491.15	42.53	27,688.85	19,618.35
CAPITAL EXPENDITURES						
30-501.04-31-00 Equipment & Machinery	33,500	0.00	0.00	0.00	33,500.00	1,738.55
30-501.04-51-00 Facility Improvements	90,000	787.50	787.50	0.88	89,212.50	0.00
30-501.04-61-00 Pump Station Improvement	191,000	16,102.00	49,016.54	25.66	141,983.46	467.72
TOTAL CAPITAL EXPENDITURES	314,500	16,889.50	49,804.04	15.84	264,695.96	2,206.27
OTHER PURCHASES						
30-501.05-01-00 Office Supplies	100	0.00	0.00	0.00	100.00	17.19
30-501.05-02-00 Postage	9,000	1,800.00	3,251.33	36.13	5,748.67	3,614.00
30-501.05-04-00 Printing	1,500	0.00	0.00	0.00	1,500.00	0.00
30-501.05-06-00 Delinquencies	1,500	0.00	0.00	0.00	1,500.00	0.00
TOTAL OTHER PURCHASES	12,100	1,800.00	3,251.33	26.87	8,848.67	3,631.19
MAINTENANCE						
30-501.06-01-00 Building Main & Repair	8,500	1,373.00	4,385.98	51.60	4,114.02	3,538.47
30-501.06-12-00 Pump Stations Maintenanc	20,000	2,154.40	5,896.54	29.48	14,103.46	5,801.16
30-501.06-21-00 Vehicle Repair & Mainten	500	0.00	0.00	0.00	500.00	0.00
30-501.06-21-02 Tractor/Lawn Mowing Equi	500	0.00	161.27	32.25	338.73	363.29
30-501.06-22-00 Vehicle Gas & Oil	3,000	55.64	391.00	13.03	2,609.00	417.14
30-501.06-22-01 Equipment Gas & Oil	1,500	0.00	0.00	0.00	1,500.00	0.00
30-501.06-33-00 Software Support Agreeme	2,170	0.00	0.00	0.00	2,170.00	0.00
30-501.06-42-00 Line Maintenance	415,750	9,862.50	114,860.40	27.63	300,889.60	698.69
30-501.06-99-00 Other Maintenance	72,025	75.00	48,703.50	67.62	23,321.50	0.00
TOTAL MAINTENANCE	523,945	13,520.54	174,398.69	33.29	349,546.31	10,818.75
CITY SERVICES						
30-501.07-34-00 Line Repairs	20,000	1,035.00	5,115.00	25.58	14,885.00	1,448.00
30-501.07-42-00 One Call Utility Locatin	2,000	985.74	1,300.18	65.01	699.82	804.79
30-501.07-82-00 KC Water Depart	55,655	0.00	15,986.86	28.72	39,668.14	14,716.27
30-501.07-91-00 Odor Control	19,000	0.00	0.00	0.00	19,000.00	0.00
TOTAL CITY SERVICES	96,655	2,020.74	22,402.04	23.18	74,252.96	16,969.06

REVENUE AND EXPENSE REPORT
AS OF: JUNE 30TH, 2015

30 -Sewer Service Fund
ADMINISTRATIVE
EXPENDITURES

50.00% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
PROFESSIONAL FEES						
30-501.08-01-00 Attorney Fees	10,000	0.00	0.00	0.00	10,000.00	7,048.80
30-501.08-03-00 Engineering Fees	8,500	0.00	150.00	1.76	8,350.00	1,152.00
30-501.08-04-00 Management Contract	282,245	23,520.42	117,602.10	41.67	164,642.90	137,697.48
30-501.08-06-00 Administration Fee	101,500	8,458.35	50,750.00	50.00	50,750.00	50,000.00
30-501.08-07-00 Credit Card Fees	2,000	186.94	1,301.41	65.07	698.59	0.00
TOTAL PROFESSIONAL FEES	404,245	32,165.71	169,803.51	42.01	234,441.49	195,898.28
OTHER EXPENDITURES						
30-501.09-21-00 Miscellaneous	2,000	5.00	427.39	21.37	1,572.61	4,001.20
30-501.09-22-00 DNR Fees	1,800	0.00	0.00	0.00	1,800.00	0.00
TOTAL OTHER EXPENDITURES	3,800	5.00	427.39	11.25	3,372.61	4,001.20
BOND/LEASE PAYMENTS						
30-501.10-04-00 System Renewal Lease	149,351	0.00	0.00	0.00	149,351.00	9,227.94
TOTAL BOND/LEASE PAYMENTS	149,351	0.00	0.00	0.00	149,351.00	9,227.94
SYSTEM RENEWAL PROJECT						
30-501.12-11-00 SRF Principal	145,000	12,083.33	72,499.98	50.00	72,500.02	70,000.02
30-501.12-11-01 SRF Interest	29,897	2,490.65	14,943.90	49.98	14,953.10	16,344.42
30-501.12-11-02 SRF Administration Fee	8,536	124.00	8,929.96	104.62	(393.96)	124.00
TOTAL SYSTEM RENEWAL PROJECT	183,433	14,697.98	96,373.84	52.54	87,059.16	86,468.44
TRANSFERS-OTHER SOURCES						
30-501.20-02-02 Trans to Debt Serv (for	149,351	0.00	151,063.33	101.15	(1,712.33)	0.00
30-501.20-02-03 Trans to Debt Serv (for	183,434	0.00	0.00	0.00	183,434.00	0.00
TOTAL TRANSFERS-OTHER SOURCES	332,785	0.00	151,063.33	45.39	181,721.67	0.00
TOTAL ADMINISTRATIVE	2,089,156	92,062.87	695,520.81	33.29	1,393,635.19	358,119.40
TOTAL EXPENDITURES	2,089,156	92,062.87	695,520.81	33.29	1,393,635.19	358,119.40
EXCESS REVENUES OVER/(UNDER) EXPENDITURE	(665,182)	(34,330.46)	(181,425.54)		0.00	193,339.99

Transportation Fund (40)

Last Updated 07/15/15

	2011 Actual	2012 Actual	2013 Actual	2014 Budget	2014 Unaudited	2015 Budget	2015 YTD	2015 Projected	2016 Projected	2017 Projected	2018 Projected	2019 Projected	2020 Projected
Beginning Fund Balance	**$227,141**	**$ 89,288**	**$ 190,187**	**$ 162,317**	**$ 162,682**	**$ 318,954**	**$ 338,614**	**$ 338,614**	**$ 136,534**	**$ 105,819**	**$ 138,006**	**$ 110,713**	**$ 71,561**
Revenues													
Parkville Special Road District	114,870	120,346	122,341	122,600	124,328	126,000	126,528	126,000	127,890	129,808	131,755	133,732	133,732
City Transportation Sales Tax	454,319	380,193	398,083	400,000	439,976	435,000	223,702	440,000	441,525	448,148	454,870	461,693	461,693
Motor Fuel Tax	123,157	141,412	140,867	141,000	143,352	141,000	71,866	141,000	143,115	145,262	147,441	149,652	149,652
County Transportation Sales Tax	123,552	137,379	134,865	138,000	178,948	170,000	-	179,000	172,550	175,138	177,765	180,432	180,432
Project Cost Share			-	-	18,125	-		350	-	-	-	-	-
Sale of Equipment					8,275	11,500		11,500	32,500	15,000	5,000	5,000	5,000
Refunds		80,250			-	-							
MPR Safety Funds					4,300	-							
Leased Properties		6,470	900	-	-	-			-	-	-	-	-
Transportation Fund Revenues:	**815,898**	**866,050**	**797,056**	**801,600**	**917,304**	**883,500**	**422,097**	**897,850**	**917,580**	**913,356**	**916,832**	**930,509**	**930,509**
Total Sources:	**1,043,039**	**955,338**	**987,243**	**963,917**	**1,079,986**	**1,202,454**	**760,711**	**1,236,464**	**1,054,114**	**1,019,175**	**1,054,837**	**1,041,222**	**1,002,070**
Expenditures													
Streets - Capital	171,177	196,151	88,560	295,000	81,966	502,500	275,103	503,230	350,000	277,500	340,000	365,000	335,000
Streets - Operating			-	313,050	304,406	353,000	134,259	351,700	358,295	363,669	369,124	374,661	335,000
Transfers	782,574	569,000	736,000	355,000	355,000	245,000	122,500	245,000	240,000	240,000	235,000	230,000	225,000
Transportation Fund Expenditures:	**953,751**	**765,151**	**824,560**	**963,050**	**741,372**	**1,100,500**	**531,862**	**1,099,930**	**948,295**	**881,169**	**944,124**	**969,661**	**895,000**
Estimated Ending Balance *(deficit)* :	**89,288**	**190,187**	**162,682**	**867**	**338,614**	**101,954**	**228,849**	**136,534**	**105,819**	**138,006**	**110,713**	**71,561**	**107,070**

REVENUE AND EXPENSE REPORT
AS OF: JUNE 30TH, 2015

40 -Transportation Fund
FINANCIAL SUMMARY

50.00% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
REVENUE SUMMARY						
TAXES	126,000	0.00	126,527.83	100.42	(527.83)	121,709.17
SALES TAXES	746,000	56,622.89	295,568.69	39.62	450,431.31	298,147.25
OTHER REVENUE	0	0.00	0.00	0.00	0.00	10,000.00
MISCELLANEOUS REVENUE	0	0.00	0.00	0.00	0.00	650.00
TRANSFERS IN	11,500	0.00	0.00	0.00	11,500.00	0.00
TOTAL REVENUES	883,500	56,622.89	422,096.52	47.78	461,403.48	430,506.42
EXPENDITURE SUMMARY						
STREET DEPARTMENT	855,500	194,184.62	409,360.74	47.85	446,139.26	144,201.39
TRANSFERS	245,000	20,416.70	122,500.00	50.00	122,500.00	177,500.00
TOTAL EXPENDITURES	1,100,500	214,601.32	531,860.74	48.33	568,639.26	321,701.39
EXCESS REVENUES OVER/(UNDER) EXPENDITURE	(217,000)	(157,978.43)	(109,764.22)		(107,235.78)	108,805.03

REVENUE AND EXPENSE REPORT
AS OF: JUNE 30TH, 2015

40 -Transportation Fund
FINANCIAL SUMMARY 50.00% OF FISCAL YEAR COMPLETED
REVENUES

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
TAXES						
40-41006-00 Parkville Special Rd Distric	126,000	0.00	126,527.83	100.42	(527.83)	121,709.17
TOTAL TAXES	126,000	0.00	126,527.83	100.42	(527.83)	121,709.17
SALES TAXES						
40-41404-00 City Transportation Sales Ta	435,000	44,276.66	223,702.23	51.43	211,297.77	208,278.88
40-41405-00 Motor Fuel Tax	141,000	12,346.23	71,866.46	50.97	69,133.54	68,446.31
40-41406-00 County Trans Sales Tax	170,000	0.00	0.00	0.00	170,000.00	21,422.06
TOTAL SALES TAXES	746,000	56,622.89	295,568.69	39.62	450,431.31	298,147.25
OTHER REVENUE						
40-41504-00 Curb/Sidewalk Cost Share	0	0.00	0.00	0.00	0.00	10,000.00
TOTAL OTHER REVENUE	0	0.00	0.00	0.00	0.00	10,000.00
INTEREST INCOME						
MISCELLANEOUS REVENUE						
40-41802-00 Leased Properties	0	0.00	0.00	0.00	0.00	650.00
TOTAL MISCELLANEOUS REVENUE	0	0.00	0.00	0.00	0.00	650.00
TRANSFERS IN						
40-41901-00 Refunds and Other Revenue	11,500	0.00	0.00	0.00	11,500.00	0.00
TOTAL TRANSFERS IN	11,500	0.00	0.00	0.00	11,500.00	0.00
TRANSFERS						
TOTAL REVENUE	883,500	56,622.89	422,096.52	47.78	461,403.48	430,506.42

REVENUE AND EXPENSE REPORT
AS OF: JUNE 30TH, 2015

40 -Transportation Fund
ADMINISTRATION
EXPENDITURES

50.00% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
INSURANCE						
CAPITAL EXPENDITURES						

REVENUE AND EXPENSE REPORT
AS OF: JUNE 30TH, 2015

40 -Transportation Fund
STREET DEPARTMENT
EXPENDITURES

50.00% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
CAPITAL EXPENDITURES						
40-520.04-71-00 Street Programs	0	0.00	0.00	0.00	0.00	26.95
40-520.04-81-00 Crack Seal Project	20,000	0.00	0.00	0.00	20,000.00	1,261.05
40-520.04-83-00 Street Striping	10,000	0.00	0.00	0.00	10,000.00	0.00
40-520.04-85-00 Asphalt Overlay Program	220,000	138,853.10	138,853.10	63.12	81,146.90	0.00
40-520.04-85-01 Equipment	152,500	0.00	51,479.52	33.76	101,020.48	78.70
40-520.04-90-00 Curb & Sidewalk Program	100,000	34,895.00	84,770.00	84.77	15,230.00	7,783.50
TOTAL CAPITAL EXPENDITURES	502,500	173,748.10	275,102.62	54.75	227,397.38	9,150.20
MAINTENANCE						
40-520.06-01-00 Building Maintenance & R	11,500	37.97	593.67	5.16	10,906.33	1,272.98
40-520.06-21-00 Vehicle & Equipment Main	10,500	(2,256.70)	4,241.48	40.40	6,258.52	2,721.26
40-520.06-22-00 Vehicle & Equipment Gas	25,500	856.36	7,438.13	29.17	18,061.87	12,379.34
TOTAL MAINTENANCE	47,500	(1,362.37)	12,273.28	25.84	35,226.72	16,373.58
CITY SERVICES						
40-520.07-20-00 Emergency Snow Removal	30,000	2,506.00	18,991.44	63.30	11,008.56	17,361.53
40-520.07-32-00 Storm Sewers - General R	2,500	0.00	18.76	0.75	2,481.24	0.00
40-520.07-33-00 Street Repair Materials	15,000	957.12	3,246.61	21.64	11,753.39	2,630.96
40-520.07-41-00 Street Lights - Electric	235,000	18,299.51	91,949.47	39.13	143,050.53	91,504.17
40-520.07-44-00 Street Signs	2,000	36.26	578.56	28.93	1,421.44	363.45
40-520.07-45-00 Street Sweeping	8,500	0.00	7,200.00	84.71	1,300.00	6,780.00
40-520.07-52-00 Tree Trimming & Removal	4,000	0.00	0.00	0.00	4,000.00	0.00
40-520.07-60-00 Rental Equipment	8,000	0.00	0.00	0.00	8,000.00	37.50
TOTAL CITY SERVICES	305,000	21,798.89	121,984.84	40.00	183,015.16	118,677.61
OTHER EXPENDITURES						
40-520.09-21-00 Miscellaneous	500	0.00	0.00	0.00	500.00	0.00
TOTAL OTHER EXPENDITURES	500	0.00	0.00	0.00	500.00	0.00
TOTAL STREET DEPARTMENT	855,500	194,184.62	409,360.74	47.85	446,139.26	144,201.39

REVENUE AND EXPENSE REPORT
AS OF: JUNE 30TH, 2015

40 -Transportation Fund
TRANSFERS
EXPENDITURES

50.00% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
TRANSFERS-OTHER SOURCES						
40-550.20-10-00 Transfer to General Fund	245,000	20,416.70	122,500.00	50.00	122,500.00	177,500.00
TOTAL TRANSFERS-OTHER SOURCES	245,000	20,416.70	122,500.00	50.00	122,500.00	177,500.00
TOTAL TRANSFERS	245,000	20,416.70	122,500.00	50.00	122,500.00	177,500.00
TOTAL EXPENDITURES	1,100,500	214,601.32	531,860.74	48.33	568,639.26	321,701.39
EXCESS REVENUES OVER/(UNDER) EXPENDITURE	(217,000)	(157,978.43)	(109,764.22)		0.00	108,805.03

BALANCE SHEET

AS OF: JUNE 30TH, 2015

10 -General Fund

ACCOUNT#	TITLE			
ASSETS				
10901	Petty Cash (Admin)	181.31		
10911	Petty Cash (Court)	150.00		
10952	Court Bnk Acct-Internet Pymts	100.00		
12000	General Fund Claim on Cash	1,603,891.24		
15000	Receivables - General	(128.00)		
15003	Property Tax Receivables	6,597.21		
15004	Franchise Tax Receivables	175,236.74		
15005	Vehicle Tax Receivable	1,369.17		
18000	Prepaid Insurance	81,735.82		
			1,869,133.49	
	TOTAL ASSETS			1,869,133.49
LIABILITIES				
20021	AFLAC W/H	(323.78)		
20022	Medical Ins W/H	(9,044.25)		
20023	Dental W/H	(429.84)		
20025	Principal W/H	(241.85)		
20028	Vision Care Withhoding	(145.84)		
20031	Retirement W/H ING	110.00		
20041	KC Earning Tax W/H	4,333.67		
20051	Garnishment W/H	(70.62)		
20070	Vol. Employee Fund W/H	1,060.77		
21000	Deferred Revenue	7,966.38		
22001	AP Pending (Due to Pooled)	19,739.20		
22500	Telecom Escrow	190.29		
22501	FLEX Plan Payable	2,901.10		
22600	COBRA Liability	1,539.59		
	TOTAL LIABILITIES		27,584.82	
EQUITY				
30001	Fund Balance	1,312,890.26		
	TOTAL BEGINNING EQUITY	1,312,890.26		
	TOTAL REVENUE	2,358,177.62		
	TOTAL EXPENSES	1,829,519.21		
	TOTAL SURPLUS/(DEFICIT)	528,658.41		
	TOTAL EQUITY & SURPLUS/(DEFICIT)		1,841,548.67	
	TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT			1,869,133.49

BALANCE SHEET

AS OF: JUNE 30TH, 2015

21 -River Park Bond Retiremnt

ACCOUNT# TITLE			
ASSETS			
11002 River Prk Dev Bank Acct-	173,958.77		
15001 Receivables - Taxes/Fees	4,930.23		
		178,889.00	
TOTAL ASSETS			178,889.00
LIABILITIES			
21000 Deferred Revenue	4,930.23		
TOTAL LIABILITIES		4,930.23	
EQUITY			
30001 FUND BALANCE	153,826.92		
TOTAL BEGINNING EQUITY	153,826.92		
TOTAL REVENUE	319,463.10		
TOTAL EXPENSES	299,331.25		
TOTAL SURPLUS/(DEFICIT)	20,131.85		
TOTAL EQUITY & SURPLUS/(DEFICIT)		173,958.77	
TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT			178,889.00

BALANCE SHEET

AS OF: JUNE 30TH, 2015

22 -Capital Project Bonds

ACCOUNT#	TITLE			
ASSETS				
11002	Cash	98,200.91		
12000	Claim on Cash	391,461.87		
14010	Lease Revenue Fund	2,040.76		
14012	Reserve Fund	645,739.61		
15001	Receivables - Taxes/Fees	1,102.85		
			1,138,546.00	
	TOTAL ASSETS			1,138,546.00
LIABILITIES				
21000	Deferred Revenue	1,102.85		
	TOTAL LIABILITIES		1,102.85	
EQUITY				
30001	Fund Balance	421,968.17		
30005	Restricted for Debt Retirement	640,000.00		
	TOTAL BEGINNING EQUITY	1,061,968.17		
	TOTAL REVENUE	451,836.23		
	TOTAL EXPENSES	376,361.25		
	TOTAL SURPLUS/(DEFICIT)	75,474.98		
	TOTAL EQUITY & SURPLUS/(DEFICIT)		1,137,443.15	
	TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT			1,138,546.00

BALANCE SHEET

AS OF: JUNE 30TH, 2015

23 -Brush Creek NID

ACCOUNT#	TITLE			
ASSETS				
12000	Claim on Cash	118,160.88		
14011	Debt Service Fund	0.28		
14012	Debt Service Reserve Fund	401,026.29		
14021	Cost of Issuance Expenses	(0.03)		
15001	Receivables	139,533.25		
			658,720.67	
	TOTAL ASSETS			658,720.67
LIABILITIES				
21000	Deferred Revenue	139,533.25		
21100	Brush Creek Maintenance Fund	7,599.82		
24000	Long Term Bonds Payable	(4,506,327.67)		
	TOTAL LIABILITIES		(4,359,194.60)	
EQUITY				
30001	Fund Balance	5,012,518.46		
	TOTAL BEGINNING EQUITY	5,012,518.46		
	TOTAL REVENUE	252,138.38		
	TOTAL EXPENSES	246,741.57		
	TOTAL SURPLUS/(DEFICIT)	5,396.81		
	TOTAL EQUITY & SURPLUS/(DEFICIT)		5,017,915.27	
	TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT			658,720.67

BALANCE SHEET

AS OF: JUNE 30TH, 2015

24 -Brink Meyer Road NID

ACCOUNT#	TITLE			
ASSETS				
12000	Claim on Cash	32.51		
14011	Brink Myer Note Fund (D S F)	292,334.51		
14012	Brink Meyer Bond Fund	0.19		
14021	Cost of Issuance Expenses	(0.01)		
15001	Receivables	275,075.47		
			567,442.67	
	TOTAL ASSETS			567,442.67
LIABILITIES				
21000	Deferred Revenue	275,075.47		
21100	Brink Meyer Maintenance Fund	1,625.04		
23001	Loan from Em Reserve Payable	105,508.64		
24000	Long Term Bonds Payable	(3,675,000.00)		
	TOTAL LIABILITIES		(3,292,790.85)	
EQUITY				
30001	Fund Balance	3,966,602.88		
	TOTAL BEGINNING EQUITY	3,966,602.88		
	TOTAL REVENUE	2,135.54		
	TOTAL EXPENSES	108,504.90		
	TOTAL SURPLUS/(DEFICIT)	(106,369.36)		
	TOTAL EQUITY & SURPLUS/(DEFICIT)		3,860,233.52	
	TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT			567,442.67

BALANCE SHEET

AS OF: JUNE 30TH, 2015

30 -Sewer Service Fund

ACCOUNT#	TITLE			
ASSETS				
11002	Sewer Fund Cash in Bank-	43,723.39		
11003	Cash-	30,435.50		
11005	MM Bank Lib	206,109.59		
12000	Sewer Service Claim on Cash	642,888.46		
15000	Receivables	105,140.68		
17001	Property, Plant, Equipment	2,319,461.96		
17005	Accumulated Depreciation	(2,853,765.98)		
17014	Equipment	1,850,516.67		
18000	Prepaid Insurance	593.04		
			2,345,103.31	
	TOTAL ASSETS			2,345,103.31
LIABILITIES				
20070	Vol. Employee Fund	1.03		
22001	AP Pending (Due to Pooled)	765.23		
24010	LT Leases Payable	179,612.82		
26000	Customer Deposits	13,485.00		
	TOTAL LIABILITIES		193,864.08	
EQUITY				
30001	Fund Balance	2,332,664.77		
	TOTAL BEGINNING EQUITY	2,332,664.77		
	TOTAL REVENUE	514,095.27		
	TOTAL EXPENSES	695,520.81		
	TOTAL SURPLUS/(DEFICIT)	(181,425.54)		
	TOTAL EQUITY & SURPLUS/(DEFICIT)		2,151,239.23	
	TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT			2,345,103.31

BALANCE SHEET

AS OF: JUNE 30TH, 2015

34 -SRF Fund

ACCOUNT#	TITLE			
ASSETS				
12005	Cash	28,338.41		
17001	Sewer Infrastructure Systems	2,648,785.13		
17002	Insutiform Sewer Infrastructur	110,754.20		
17005	Accumulated Depreciation	(211,952.00)		
17012	CIP - Sewer Evaluation Study	129,839.85		
17013	CIP - Sewer Repair Phase 1	25,633.33		
17050	Bond Issue Discount & Cost	107,806.73		
			2,839,205.65	
	TOTAL ASSETS			2,839,205.65
LIABILITIES				
24000	Long-Term Bonds Payable	2,005,000.00		
24001	Bond Issue Premium	94,132.65		
	TOTAL LIABILITIES		2,099,132.65	
EQUITY				
30001	Fund Balance	740,073.00		
	TOTAL BEGINNING EQUITY	740,073.00		
	TOTAL EQUITY & SURPLUS/(DEFICIT)		740,073.00	
	TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT			2,839,205.65

BALANCE SHEET

AS OF: JUNE 30TH, 2015

40 -Transportation Fund

ACCOUNT# TITLE			
ASSETS			
12000 Claim on Cash	218,918.06		
15000 Receivables - General	49,812.78		
15001 Receivable Held in Escrow Acct	10,833.00		
		279,563.84	
TOTAL ASSETS			279,563.84
LIABILITIES			
22001 A/P Pending (Due to Pooled)	686.16		
22500 Liability in Held in Escrow Ac	10,833.00		
TOTAL LIABILITIES		11,519.16	
EQUITY			
30001 Fund Balance	377,808.90		
TOTAL BEGINNING EQUITY	377,808.90		
TOTAL REVENUE	422,096.52		
TOTAL EXPENSES	531,860.74		
TOTAL SURPLUS/(DEFICIT)	(109,764.22)		
TOTAL EQUITY & SURPLUS/(DEFICIT)		268,044.68	
TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT			279,563.84

CITY OF PARKVILLE
RESERVED FUND SUMMARY
AS OF: JUNE 30TH, 2015

	This Month		Cumulative		Fund
	Income	Expenses	Income	Expenses	Balance
42 -Municipal Equip Res Fund	0.00	0.00	0.00	0.00	1,751.08
45 -Fewson Project Fund	37.73	339.40	10,257.53	386.90	567,761.78
46 -Guest Room Tax Fund	0.00	2,117.38	675.25	2,117.38	(1,038.25)
50 -Emergency Reserve Fund	5,000.00	0.00	30,000.00	0.00	1,417,965.61
60 -Nature Sanctuary Fund	525.00	180.11	2,678.35	249.85	45,209.82
63 -Park Donations	5.33	150.00	3,337.89	150.00	48,982.14
80 -Court Recoupment Fees	220.26	0.00	(21.74)	0.00	38,856.27
81 -Police Training Fees-LET	282.00	0.00	1,504.00	1,062.06	44,658.72
91 -TIF Development Fund	32,637.22	0.00	98,586.43	0.00	116,389.99
95 -Capital Projects Fund	0.00	1,865.73	61,040.00	68,228.89	9,733.43
TOTAL	38,707.54	4,652.62	208,057.71	72,195.08	2,290,270.59

*** END OF REPORT ***

07/15/2015 10:36

City of Parkville
Cash & Investments Balance Report
As of June 30, 2015

General Fund #10

Cash on Hand	181.31	
Total Cash Accounts*	1,584,252.04	
Fund Cash & Investments Total		**$1,584,433.35**

River Park Bond Retirement Fund #21

Total Cash Accounts*	173,958.77	
Fund Cash & Investments Total		**$173,958.77**

Capital Project Bonds Fund #22

Total Cash Accounts*	489,662.78	
Reserve Fund Account	647,780.37	
Fund Cash & Investments Total		**$1,137,443.15**

Brush Creek NID Fund #23

Total Cash Accounts*	118,161.13	
Reserve Fund Account	401,026.29	
Fund Cash & Investments Total		**$519,187.42**

Brink Meyer Road NID Fund #24

Total Cash Accounts*	32.69	
Reserve Fund Account	292,334.51	
Fund Cash & Investments Total		**$292,367.20**

Sewer Service Fund #30

Total Cash Accounts*	922,391.71	
Fund Cash & Investments Total		**$922,391.71**

Transportation Fund #40

Total Cash Accounts*	218,231.90	
Fund Cash & Investments Total		**$218,231.90**

Emergency Reserve Fund #50

Total Cash Accounts*	1,312,456.97	
Fund Cash & Investments Total		**$1,312,456.97**

TIF Development Fund #91

Total Cash Accounts*	116,389.99	
Fund Cash & Investments Total		**$116,389.99**

Parkville Market Place Fund #92

Total Cash Account	9,411.21	
Fund Cash & Investments Total		**$9,411.21**

Capital Projects Fund #95

Total Cash Accounts*	9,733.43	
Fund Cash & Investments Total		**$9,733.43**

* Net of the amount owed (if any) to or from Pooled Cash Bank Account

Unaudited Financial Report to be used for Budgetary Management Purposes

ITEM 4D
For 07-21-15
Board of Aldermen Meeting

RETURN A - MONTHLY RETURN OF OFFENSES KNOWN TO THE POLICE

1 CLASSIFICATION OF OFFENSES		2 OFFENSES REPORTED OR KNOWN TO POLICE (INCUDING "UNFOUNDED" AND ATTEMPTS)	3 UNFOUNDED, I.E.. FALSE OR BASELESS COMPLAINTS	4 NUMBER OF ACTUAL OFFENSES (COLUMN 2 MINUS COLUMN 3) (INCLUDE ATTEMPTS)	5 TOTAL OFFENSES CLEARED BY ARREST OR EXCEPTIONAL MEANS (INCLUDES COL. 6)	6 NUMBER OF CLEARANCES INVOLVING ONLY PERSONS UNDER 18 YEARS OF AGE
1. CRIMINAL HOMICIDE a. MURDER AND NONNEGLIGENT HOMICIDE (score attempts as aggravated assault if homicide reported, submit Supplemental Homicide Report	11			Ø	Ø	
b. MANSLAUGHTER BY NEGLIGENCE	12			Ø	Ø	
2. FORCIBLE RAPE TOTAL	20			Ø	1	
a. Rape by Force	21					
b. Attempts to commit Forcible Rape	22					
3. ROBBERY TOTAL	30	1		1	1	
a. Firearm	31					
b. Knife or Cutting Instrument	32					
c. Other Dangerous Weapon	33	1		1		
d. Strong-Arm (Hands, Fists, Feet, Etc.)	34					
4. ASSAULT TOTAL	40	15		15	8 15	2
a. Firearm	41					
b. Knife or Cutting Instrument	42					
c. Other Dangerous Weapon	43	1		1	1	
d. Hands, Fists, Feet, Etc. - Aggravated injury	44					
e. Other Assaults - Simple, Not Aggravated	45	14		14	14	2
5. BURGLARY TOTAL	50	3		3	3 1	1
a. Forcible Entry	51					
b. Unlawful Entry - No Force	52	2		2	1	1
c. Attempted Forcible Entry	53	1		1		
6. LARCENY - THEFT TOTAL (Except Motor Vehicle Theft)	60	35		35	34 17	1
7. MOTOR VEHICLE THEFT TOTAL	70	2		2		
a. Autos	71					
b. Trucks and Buses	72					
c. Other Vehicles	73	2		2		
GRAND TOTAL	77	56		56	48 33	4

Prior 3yrs. Average

January 2015
Month and Year of Report
thru May 2015

Mo0830100
Agency Identifier

5700.00
Population

June 26, 2015
Date

Craig Hubbell
Prepared By

Detective
Title

Parkville Police Department
Agency and State

Chief Kevin L. Chasman
Chief, Commissioner, Sheriff, or Superintendent

This report generated by CrimeStar® - Law Enforcement Records System

PROPERTY STOLEN BY CLASSIFICATION

CLASSIFICATION		NUMBER OF ACTUAL OFFENSES (COLUMN 4 Return A)	Monetary Value of Property Stolen
1. MURDER AND NONNEGLIGENT MANSLAUGHTER	12		
2. FORCIBLE RAPE	20		
3. ROBBERY			
(a) HIGHWAY (Streets, alleys, etc.)	31		
(b) COMMERCIAL HOUSE (except c, d and f)	32		
(c) GAS OR SERVICE STATION	33		
(d) CONVENIENCE STORE	34		
(e) RESIDENCE (anywhere on premises)	35		
(f) BANK	36		
(g) MISCELLANEOUS	37	1	
TOTAL ROBBERY	30	1	
5. BURGLARY - BREAKING AND ENTERING			
(a) RESIDENCE (dwelling)			
(1) NIGHT (6 p.m. - 6 a.m.)	51		
(2) DAY (6 a.m. - 6 p.m.)	52	2	
(3) UNKNOWN	53		
(b) NON-RESIDENCE (store, office, etc.)			
(1) NIGHT (6 p.m. - 6 a.m.)	54	1	694
(2) DAY (6 a.m. - 6 p.m.)	55		
(3) UNKNOWN	56		
TOTAL BURGLARY	50	3	694
6. LARCENY - THEFT (Except Motor Vehicle Theft)			
(a) $200 AND OVER	61	16	36103
(b) $50 TO $200	62	4	343
(c) UNDER $50	63	15	254
TOTAL LARCENY (Same as Item 6X)	60	35	36700
7. MOTOR VEHICLE THEFT (Including Alleged Joy Riding)	70	2	5000
GRAND TOTAL - ALL ITEMS	77	41 40	42394
ADDITIONAL ANALYSIS OF LARCENY AND MOTOR VEHICLE THEFT			
6X. NATURE OF LARCENIES UNDER ITEM 6			
(a) POCKET-PICKING	81		
(b) PURSE SNATCHING	82		
(c) SHOPLIFTING	83	14 16	372
(d) FROM MOTOR VEHICLE (except e)	84	8	26539
(e) MOTOR VEHICLE PARTS AND ACCESSORIES	85		
(f) BICYCLES	86		
(g) FROM BUILDING (except c and h)	87	5 4	4567
(h) FROM ANY COIN-OPERATED MACHINES (parking meters etc.)	88		
(i) ALL OTHERS	89	8	5222
TOTAL LARCENIES (Same as Item 6)	80	35 34	36700
7X. MOTOR VEHICLES RECOVERED			Prior 3yrs. Average
(a) STOLEN LOCALLY AND RECOVERED LOCALLY	91		
(b) STOLEN LOCALLY AND RECOVERED BY ANOTHER JURISDICTION	92		
(c) TOTAL LOCALLY STOLEN MOTOR VEHICLES RECOVERED (a & b)	90		
(d) STOLEN IN OTHER JURISDICTION AND RECOVERED LOCALLY	93	2	

January 2015 thru May 2015

ITEM 4E
For 07-21-15
Board of Aldermen Meeting

CITY OF PARKVILLE
Policy Report

Date: Tuesday, July 14, 2015

Prepared By:
Melissa McChesney
City Clerk

Reviewed By:
Tim Blakeslee
Assistant to the City Administrator

ISSUE:
Approve a retailer of intoxicating liquor in the original package with Sunday sales liquor license for Vino Pair, LLC located at 8500 River Park Drive, Suite 239.

BACKGROUND:
Per Parkville Municipal Code Chapter 600, all liquor license applications must be approved by the Board of Aldermen. The Board approved a retailer of malt liquor in the original package liquor license for Vino Pair, LLC on July 7, 2015. The Missouri Division of Alcohol and Tobacco Control notified staff on July 14, 2015 that the license approved by the City did not cover the sale of wine and recommended that the business obtain an intoxicating liquor in the original package with Sunday sales liquor license in order to package and sell wine.

The City Clerk will provide an approval letter to the business which will be submitted to the Missouri Division of Alcohol and Tobacco Control for their Missouri liquor license. A copy of the City's approval letter will be on file in the City Clerk's Office.

BUDGET IMPACT:
The fee for this type of liquor license is $450 which will be due annually and will be coded as revenue in the General Fund. The fee of $75 for the original approved license has been applied to the total for the new license.

ALTERNATIVES:
1. Approve the retailer of intoxicating liquor in the original package license for Vino Pair, LLC.
2. Deny the liquor license.
3. Postpone the item.

STAFF RECOMMENDATION:
Staff recommends approving retailer of intoxicating liquor in the original package liquor license for Vino Pair, LLC located at 8500 River Park Drive, Suite 239.

POLICY:
Parkville Municipal Code Section 600.140 states that the Board of Aldermen must approve all applications for a liquor license.

SUGGESTED MOTION:
I move to approve retailer of intoxicating liquor in the original package liquor license for Vino Pair, LLC located at 8500 River Park Drive, Suite 239.

ATTACHMENT:
1. Amended Liquor License Application

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

APPLICATION TO SELL LIQUOR IN PARKVILLE, MISSOURI

(Parkville Municipal Code Chapter 600)

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

Date of Application: 06/19/2015

SECTION 1.

1. Name of Business: Vino Pair LLC
2. Type of Business: Ecommerce Retail Food and Wine Pairing
3. Street Address Where Liquor is to be sold: 8500 NW River Park Drive, Suite 239, Parkville, MO
4. Is this location within 300 feet of a church or school?: Yes ___ No ✔
   See Parkville Municipal Code Section 600.310 Notice and Consent. No license shall be granted per the code.
5. Mailing Address: 8500 NW River Park Drive, Suite 239, Parkville MO
6. Phone No. of Business: (816) 599-2973 Fax No. of Business: _____
7. Name of Managing Officer (principal applicant): Michael W Kearns
8. Name(s) of any partner(s) in this business (attach separate sheet if necessary):
   Mindy B Kearns
9. Name(s) and residence address(es) of any other person(s) having financial interest in this business or partnership (attach separate sheet if necessary):
10. If corporation, give name of corporation, date of incorporation, state in which incorporated, and names and addresses of all stockholders who hold ten percent (10%) or more of the capital stock (attach separate sheet if necessary):
11. Name(s) and residence address(es) of any other person(s) having financial interest in the building to be used for liquor sales:

SECTION 3. LICENSE FOR WHICH APPLICATION IS BEING MADE

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

1. **Microbrewer: $375**
   Based on annual production of at least 500 barrels, at a fee of $7.50 per hundred barrels. If, at the end of the license year, the microbrewery has produced less than 500 barrels, the City shall refund $7.50 for every hundred barrels under that number. A fraction of one hundred barrels produced shall be counted as one hundred barrels. It allows production of beer and malt liquor of no more than 10,000 barrels per year in Zones I-1, I-2 or I-3 only. Holder of this license must also have a resort liquor license (RSMo 311.195)

2. **Retailer of malt liquor in the original package: $75**
   Allows sale of malt liquor in original package for consumption off premises. LIMITED to drug stores, cigar/ tobacco stores, confectioneries, delicatessens, grocery or general merchandise stores with stock having at-cost value of at least $1,000. (RSMo 311.200) Limit of one per every 2,000 residents.

3. **Retailer of malt liquor by the drink: $52.50**
   Allows sale of malt liquor/ light wine by drink for consumption on premises, sale of malt liquor/ light wine in original package for consumption off premises. (RSMo 311.200)

4. **Retailer of intoxicating liquor in original package: $150** **Sunday Sales: additional $300**
   Allows sale of intoxicating liquor, malt liquor in original package for consumption off premises. LIMITED to drug stores, cigar/ tobacco stores, confectioneries, delicatessens, grocery or general merchandise stores having at-cost value of at least $1,000. (RSMo 311.200, 311.293). Limit two per every 1,000 residents.

5. **Resort license (RSMo 311.095): $450** **Sunday Sales: additional $300**
   Allows sale of intoxicating liquor by drink for consumption on premises of a "resort," sale of intoxicating liquor in original package for consumption off premises, sale of malt liquor by drink for consumption on premises, sale of malt liquor in original package for consumption off premises.

   5a. **Temporary resort license: $93.75 for 3 months/ Sunday sales: additional $75 for 3 months**
   Allows 3-month resort license, based on projection of sales. For all new restaurants.

6. **Malt liquor/ light wine sale-by-drink permit (no more than 7 days): $37.50**
   Allows sale of light wine and malt liquor for consumption off premises where sold between 10:00 a.m. and midnight (11:00 a.m. to midnight on Sundays) or requested date(s) of sale. LIMITED to church, school, civic, service, fraternal, veterans, political, or charitable club or organization for picnic, bazaar, fair, festival or similar gathering or event. (RSMo 311.482)

7. **Boat or Vessel, Intoxicating liquor by drink for consumption: $450**
   Authorizes sale of intoxicating liquor by the drink at retail for consumption on the premises of any boat or other vessel licensed by the United States Coast Guard to carry one hundred (100) or more passengers for hire on navigable waters in or adjacent to this State, which has a regular place or mooring in Parkville, Missouri. NOTE: Does not include riverboat gambling boats. (RSMo 311.090)

8. **Intoxicating liquor by drink for consumption on premises- including Sunday Sales: No fee**
   Authorizes sale of liquor by drink at retail for consumption on premises. LIMITED to charitable, fraternal, religious, service or veterans' organization with 501(c) exemption. (RSMo 311.090)

9. **Wholesaler: $375** RSMo 311.180 (9)

10. **Caterer:** $15 per day; requires separate caterer's permit.

11. **Tasting Permit: $37.50**
    Authorizes any winery, distiller, manufacturer, wholesaler or brewer or designated employee to provide distilled spirits, wine, or malt beverage samples off a licensed premises provided no sales transactions take place or on any temporary licensed retail premises. (RSMo 311.294)

12. **Retailer intoxicating liquor by the drink limited to distillers: $375**
    LIMITED to a distiller whose manufacturing establishment is located within the City and allows for the sale of intoxicating liquor by the drink at retail for consumption on the premises where sold provided the licensed premises is in close proximity to the distillery.

SECTION 4. AFFIDAVIT OF PRINCIPAL APPLICANT

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

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

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

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

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

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

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

SIGNATURE OF PRINCIPAL APPLICANT: _____ DATE: 06/19/15

Attach:

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

ITEM 4F
For 07-21-15
Board of Aldermen Meeting

CITY OF PARKVILLE
Policy Report

Date: Tuesday, July 14, 2015

Prepared By:
Melissa McChesney
City Clerk

Reviewed By:
Tim Blakeslee
Assistant to the City Administrator

ISSUE:
Approve a retail liquor by the drink picnic license for Ducks Unlimited for the 10th Annual Fundraising Banquet and Auction on September 12, 2015.

BACKGROUND:
Ducks Unlimited is a non-profit organization that hosts an annual banquet and auction at the Parkville Athletic Complex located at 6014 N. Highway 9 in Parkville. 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. The fundraising event will be held on Saturday, September 12, 2015 from 5:30 p.m. through 11:00 p.m.

Following approval of the picnic license, the City Clerk will provide Ducks Unlimited 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 Ducks Unlimited for the day requested.
2. Deny the picnic license.
3. Postpone the item.

STAFF RECOMMENDATION:
Staff recommends approving the picnic license for Ducks Unlimited for the 10th Annual Fundraising Banquet and Auction on September 12, 2015.

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 Ducks Unlimited for the 10th Annual Fundraising Banquet and Auction on September 12, 2015.

ATTACHMENT:
1. Ducks Unlimited Request Letter
2. Permission Letter from the Parkville Athletic Complex

July 14, 2015

City of Parkville
Board of Alderman
Parkville, MO

RE: Parkville Liquor Permit – Retail Liquor by the Drink Picnic License

The Parkville Chapter MO-0153 of Ducks Unlimited will be holding its 10th Annual Fundraising Banquet and Auction he evening of September 12, 2015 at the Parkville Athletic Complex, 6014 N. 9 Highway, Parkville, MO. Over two hundred people are expected to attend. Beer and wine will be served during the event. Doors open at 5:30pm, dinner at 7:00pm, Live Auction begins at 8:00 pm and the event will end at approximately 11:00pm.

The Parkville Chapter of Ducks Unlimited is requesting a Retail Liquor by the Drink Picnic License. Ducks Unlimited Inc. qualifies under the Internal Revenue Service, section 501 (c) (3), Non Profit and I have enclosed a copy for your records.

All proceeds from the event will go directly to Ducks Unlimited to assist in the efforts to conserve, restore and manage wetlands and habitat for North America's wildlife. Since its founding in 1937, Ducks Unlimited has helped to conserve more than 2 million acres of wildlife habitat. Some 900 species of wildlife live and flourish on DU projects, including many threatened and endangered species. Last year the Parkville event raised a substantial amount of money for Habitat Restoration.

Thank you for your consideration.

Respectfully,

Dan A. Mason, Co-Committee Chairman
Parkville MO Chapter of Ducks Unlimited, MO-0153
6155 N. White Oak Drive
Parkville, MO 64152 816-377-0696

Parkville Athletic Complex
6014 N. 9 Hwy
Parkville, Missouri 64152
816-741-4424 Fax-816-741-2378

July 20, 2015

This letter serves as confirmation of approval for Ducks Unlimited – Parkville Missouri Chapter No. MO-0153 to dispense alcoholic beverages at the following location:

Parkville Athletic Complex
6014 N. 9 Hwy
Parkville, MO 64152

Event: Ducks Unlimited-Parkville MO Chapter –MO 0153- Fundraiser/Banquet
Date: September 12, 2015
Time: 5:00 – 11:30 pm

For further questions, please contact
Jennifer Kabrick
Parkville Athletic Complex
816-694-7267

ITEM 4G
For 07-21-15
Board of Aldermen Meeting

CITY OF PARKVILLE
Policy Report

Date: July 14, 2015

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Tim Blakeslee
Assistant to the City Administrator

ISSUE:
Request to approve a professional services agreement with Williams, Spurgeon, Kuhl & Freshnock for architectural services.

BACKGROUND:
In March, the City of Parkville received an Outreach Grant from Platte County Parks and Recreation for the improvements to the English Landing Park restrooms, including a family restroom and Americans with Disabilities Act (ADA) access. In May, the City released a Request for Qualifications (RFQ) for architectural services for the restroom project. The City received three responses to the request. Three members of staff, as well as two appointed CLARB members, comprised the selection committee. Each proposal was reviewed based on the criteria listed in the RFQ. Based on the compiled scoring criteria, Williams, Spurgeon, Kuhl & Freshnock (WSKF) was the highest ranking firm. The firm's relevant project experience made it stand out among the other firms.

After the proposals were received, staff compiled a list of other architectural needs around the City. Those additional projects may include: (1) assisting the staff with finding a location for the Parks storage building; (2) creating specifications to competitively bid replacement of the Train Depot roof; (3) and assisting staff with the relocation of the basketball court by the existing restroom. Staff requested that WSKF provide cost estimates for the restroom portion of the project and include each of the project alternatives separately.

Bid	Description	Proposed Fee
Base Bid	ELP Restroom Project	$28,272
Alternative #1	New Parks Storage Building	$17,684
Alternative #2	Train Depot Roof Specifications	$5,200
Alternative #3	Relocate Basketball Court	$4,675
	Total	$55,831

A complaint was received this spring about the Farmer's Market roof and the Public Works staff worked to remedy the leaky roof. Staff requested the architect provide estimates to explore permanent options and associated cost estimates for reconstruction of the Farmer's Market shelter. Upon further review, staff decided to remove this item from the architectural services agreement since there is no budget allocated for it in 2015.

At the Finance Committee meeting on July 13, 2015, the projects were discussed in detail. The committee recommended that the contract include the restroom project and the parks storage building. The Finance Committee did not recommend including the architectural services for the Train Depot Roof Specifications (Alternative #2) and Relocate Basketball Court (Alternative #3).

The consensus was to have the staff perform more research and spend the money to fix the issues instead of spending that money on the architectural services. The quotes previously received for the Train Depot roof replacement at a future Finance Committee meeting.

BUDGET IMPACT:
The 2015 Capital Improvements Program (CIP) includes $200,000 for the construction of the English Landing Restroom, with the following funding sources: $15,000 – Parks Donations Fund; $30,000 Outreach Grant, and $155,000 Fewson Fund Loan. The City received $40,000 from the County's Outreach Grant program, so the available project budget is now $210,000. The proposed architectural fee of $28,272 includes design, bidding, and construction observation services which would be used to aid in the design and construction costs of the restroom facility.

The CIP includes $35,000 in the 2015 budget for the construction of a storage and shop area to protect maintenance equipment. One alternative for the storage building is to incorporate it with the new restroom facility and relocate the basketball court.

ALTERNATIVES:
1. Approve the professional services contract with Williams, Spurgeon, Kuhl & Freshnock for architectural services in an amount not to exceed $45,956.
2. Do not approve the professional services agreement.
3. Negotiate the agreement based on feedback from the Board of Aldermen.
4. Postpone the item.

COMMUNITY LAND AND RECREATION BOARD (CLARB) RECOMMENDATION:
At the meeting on June 10, 2015, the CLARB Committee, by a vote of 7-0, recommended that the Board of Aldermen approve the recommendation of the selection committee and negotiate a professional services agreement with Williams, Spurgeon, Kuhl & Freshnock Architects, Inc. for the architectural design of the English Landing Park restrooms.

FINANCE COMMITTEE RECOMMENDATION:
At the meeting on July 13, 2015, the Finance Committee, by a vote of 4-0, recommended that the Board of Aldermen approve the professional services agreement with Williams, Spurgeon, Kuhl & Freshnock for the architectural services with the Base Bid and Alternative #1 in the amount of $45,956.

STAFF RECOMMENDATION:
Staff recommends the approval of the professional services agreement with Williams, Spurgeon, Kuhl & Freshnock for the architectural services with the Base Bid and Alternative #1 as outlined in the policy report.

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

SUGGESTED MOTION:
I move to approve a professional services agreement with Williams, Spurgeon, Kuhl & Freshnock for architectural services in the amount of $45,956, as outlined in the policy report.

ATTACHMENT:
1. Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this 21st day of July, 2015 by and between the CITY OF PARKVILLE, MISSOURI ("City") and WILLIAMS, SPURGEON, KUHL & FRESHNOCK ARCHITECTS, INC. ("Service Provider").

WHERAS, the City requires architectural design services for a variety of projects in the City's public parks system ("Project"); and

WHEREAS, Service Provider was chosen through a qualifications-based selection process and has demonstrated the necessary expertise, experience, and personnel to complete the Project.

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

I. SCOPE OF SERVICES

A. The term "Services" when used in this Agreement shall mean any and all architectural services provided by the Service Provider in accordance with this Agreement.
B. The City agrees to retain Service Provider and Service Provider agrees to perform and complete the Services at the rates described in the Exhibit A – Work Plan, attached hereto and incorporated by reference for a period of one year from the date of this Agreement. Additional services added by change order will be performed at these same rates.
C. The City reserves the right to direct revision of the Services at the City's discretion. Service Provider shall advise the City of additional costs and time delays, if any, in performing the revision, before Service Provider performs the revised services.
D. Service Provider shall provide Additional Services under this Agreement only upon written request of the City and only to the extent defined and required by the City. Any additional services or materials provided by the Service Provider without the City's prior written consent shall be at the Service Provider's own risk, cost, and expense, and Service Provider shall not make a claim for compensation from the City for such work.

II. STANDARD OF CARE

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

III. COMPENSATION

A. As consideration for providing the Services, the City shall pay Service Provider as follows:
    a. Services will be billed in incremental amounts upon completion of specified tasks outlined in Exhibit A.
    b. Service Provider is not eligible for reimbursement for miscellaneous expenses including travel, transportation, postage, etc.
B. Service Provider shall submit an itemized invoice to the City on the first day of each month that details the Services that were provided in the month immediately prior. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior

to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Service Provider of the nature of the dispute regarding the balance.

C. Service Provider shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

IV. SCHEDULE

A. Unless otherwise directed by the City, Service Provider shall commence performance of the Services upon execution of this Agreement.

B. Services shall be completed within the timeframe(s) outlined in Exhibit A – Work Plan.

C. Neither the City nor the Service Provider shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.

D. If Service Provider's performance is delayed due to delays caused by the City, Service Provider shall have no claim against the City for damages or payment adjustment other than an extension of time to perform the Services.

V. LIABILITY AND INDEMNIFICATION

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

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

VI. INSURANCE

A. The Service Provider shall secure and maintain, at its expense, through the duration of this Agreement Commercial General Liability Insurance on an occurrence basis with minimum limits of $1,000,000 per occurrence and $1,000,000 aggregate coverage. Service Provider shall also secure and maintain, through the duration of this Agreement and for at least two years after final payment by the City, Professional Liability – Errors and Omissions Insurance on an occurrence basis with minimum limits of $1,000,000 per occurrence and $1,000,000 aggregate coverage. Service Provider shall also secure and maintain Worker's Compensation and Employer's Liability Insurance, when applicable, at the limits required by state and/or federal law. The City will only accept coverage from an insurance carrier that offers proof that it:

a. Is licensed to do business in the State of Missouri;
b. Carries a Best's policy holder rating of A or better; and
c. Carries at least a Class X financial rating.

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

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

A. Service Provider's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any and all employees of the Service Provider.

B. While upon City premises, the Service Provider's employees and agents shall be subject to the City's rules and regulations respecting its property and the conduct of employees thereon.

VIII. OWNERSHIP OF WORK PRODUCT

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

IX. RELATIONSHIP OF THE PARTIES

A. Service Provider represents that it has, or will secure at Service Provider's own expense, all personnel required in performing the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

B. All of the Services required hereunder will be performed by the Service Provider or under Service Provider's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

X. NOTICES

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

B. Notices sent by Service Provider shall be sent to:

City of Parkville
Attn: City Administrator
8880 Clark Ave.

Parkville, MO 64152
lpalmer@parkvillemo.gov

C. Notices sent by the City shall be sent to:
Williams, Spurgeon, Kuhl & Freshnock Architects, Inc.
Attn: John E. Freshnock, AIA, NCARB, LEED
110 Armour Road
North Kansas City, MO 64116
jef@wskfarch.com

XI. TERM AND TERMINATION

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

XII. MISCELLANEOUS PROVISIONS

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

ii. Service Provider will, in all solicitation or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.

iii. Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

F. Authorized Employees. Service Provider acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Service Provider therefore covenants that it will not knowingly be in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Services related to this Agreement, and that its employees are lawfully to work in the United States.

G. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Service Provider shall take appropriate steps to assure compliance.

H. Interest of Service Provider and Employees. Service Provider covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the scope of work associated with this Agreement or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

I. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Service Provider, and attached hereto.

J. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.

K. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.

L. Third Parties. The Services to be performed by the Service Provider are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

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

CITY OF PARKVILLE, MISSOURI

By: _____

Nanette K. Johnston, Mayor

ATTEST:

_____

Melissa McChesney, City Clerk

WILLIAMS, SPURGEON, KUHL & FRESHNOCK ARCHITECTS, INC.

By: _____

John Freshnock 7-16-15

EXHIBIT A

Williams
Spurgeon
Kuhl &
Freshnock
Architects, Inc

110 Armour Road
North Kansas City, Missouri 64116
Tel. 816.300.4101
Fax. 816.300.4102
www.wskfarch.com

MEMORANDUM

Architecture · Interior Design · Illustration Planning

Attn.: Alysen Abel
To: City of Parkville

Date: July 14, 2015
Project: English Landing Restroom

Project No.: 15049
Subject: Fees and Scope Narrative

From: John Freshnock

Dear Alysen,

Below is a narrative for each project to describe services provided. The City will initiate a Notice to Proceed for each of these projects prior to any work being performed.

Kick Off Meeting: Purpose of this scope is to allow the park board to meet with the design team to review the proposed projects and to discuss the conditions at the site that may be factored into the location and design of the restroom and other projects in the park.

Civil Site Survey: Civil engineer will provide a survey of the restroom site to describe the physical characteristics, legal limitations, and utility locations for the purpose of design. Survey is limited to the area around restroom.

FEMA No Rise Certification: Civil Engineer will provide the calculations to certify that the new buildings will meet FEMA standards for certification. This will be provided at the completion of schematic design and finalized at the completion of construction documents.

The remaining projects will be delivered using the following percentages:

- Schematic Design: 20%
- Construction Documents: 55%
- Bidding: 5%
- Construction Observation: 20%

Base Bid: New Restroom Building: New restroom and storage building will be designed utilizing the following disciplines:

- Architecture
- Structural Engineering
- Mechanical Engineering
- Civil Engineering
- Landscape Architecture

Schematic Design will include site plan, floor plans and elevations and cost estimate for the buildings and will include a meeting with the CLARB committee to review the design, it will then be revised as needed and submitted for review and written approval by the CLARB and Board of Aldermen.

Construction Documents will include the final design and contract document preparation including specifications. Front end bidding and construction contract requirements will be provided by the City of Parkville and incorporated into the project manual. A meeting with the CLARB committee is included to review the documents at the 80% completion, plans will incorporate comments and a final set will be submitted for written approval.

Bidding: The Architect, with assistance from the City, will provide advertising and document distribution through a local printer, the architect will answer questions during the bid period, the pre bid meeting will be attended by the architect. The architect will issue addendums as required. The architect will review and confirm responsiveness of bids and make a recommendation for the successful bidder.

Construction Observation: The architect and his consultants will attend site meetings appropriate to the work in progress. The architect will review shop drawings, clarify pay applications from the contractor, and issue the certificates of substantial and final completion. The architect will receive from the contractor and forward to the owner, for the owner's review and records, written warranties and related documents required by the contract documents. The architect shall keep the City informed about the progress and quality of the work completed, and report any deviations from the contract documents or defects and deficiencies in observed work. The architect has the authority to reject work that does not conform to the contract documents and to interpret and decide matters concerning performance under, and requirements of, the contract documents upon written request of the City. Due to the simplicity of the structure, the architect has allowed for 5 meetings at the site total. Additional meetings will be provided on an hourly basis.

1. Foundation formwork and reinforcing
2. Masonry completion
3. Framing completion
4. Substantial completion
5. Final Punch List

Alternative #1: Storage building: New restroom and storage building will be designed utilizing the following disciplines:

- Architecture
- Structural Engineering
- Mechanical Engineering
- Civil Engineering
- Landscape Architecture

Schematic Design will include site plan, floor plans and elevations and cost estimate for the buildings and will include a meeting with the CLARB committee to review the design, it will then be revised as needed and submitted for review and written approval by the CLARB and Board of Aldermen.

Bidding: The Architect, with assistance from the City, will provide advertising and document distribution through a local printer, the architect will answer questions during the bid period, the pre bid meeting will be attended by the architect. The architect will issue addendums as required. The architect will review and confirm responsiveness of bids and make a recommendation for the successful bidder.

Construction Observation: The architect and his consultants will attend site meetings appropriate to the work in progress. The architect will review shop drawings, clarify pay applications from the contractor, and issue the certificates of substantial and final completion. The architect will receive from the contractor and forward to the owner, for the owner's review and records, written warranties and related documents required by the contract documents. The architect shall keep the City informed about the progress and quality of the work completed, and report any deviations from the contract documents or defects and deficiencies in observed work. The architect has the authority to reject work that does not conform to the contract documents and to interpret and decide matters concerning performance under, and requirements of, the contract documents upon written request of the City. Due to the simplicity of the structure, the architect has allowed for 5 meetings at the site total. Additional meetings will be provided on an hourly basis.

1. Foundation formwork and reinforcing
2. Masonry completion
3. Framing completion
4. Substantial completion
5. Final Punch List

Signed: John E. Freshnock

Williams Spurgeon Kuhl & Freshnock Architects, Inc.

Copy to:

Hourly Rates
English Landing Park

WSKF

	Base Rate	OH	Profit	Total
	$/hr.	$/hr	$/hr	$/hr
Principal	67	45	28	140
Architect IV	48	32	20	100
Architect III	41	27	17	85
Architect II	36	24	15	75
Architect I	31	21	13	65
Intern Architect	26	18	11	55
Interior Designer II	26	18	11	55
Administrative	26	18	11	55

Olsson - Civil

	Base Rate	OH	Profit	Total
	$/hr	$/hr	$/hr	$/hr
Principal	75	65	45	185
Senior Engineer	65	55	40	160
Engineer	55	45	30	130
Designer	42	28	25	95
CAD Technician	35	25	25	85
Administrative	25	20	20	65

PKMR - MEP

	Base Rate	OH	Profit	Total
	$/hr	$/hr	$/hr	$/hr
Principal	55	55	30	140
Senior Engineer	48	48	29	125
Engineer	40	40	30	110
Designer	35	35	30	100
CAD Technician	22	22	31	75
Administrative	15	15	35	65

Verdigris Studio- Landscape

	Base Rate	OH	Profit	Total
	$/hr	$/hr	$/hr	$/hr
Principal	50	34	21	105
Project Manager	50	34	21	105
Project LA	50	34	21	105
LA	38	26	16	80
LAIT	29	19	12	60
Administrative	26	18	11	55

BDC- Structural

	Base Rate	OH	Profit	Total
	$/hr.	$/hr	$/hr	$/hr
Principal	84	56	35	175
Registered Engineer	72	48	30	150
Staff Engineer	60	40	25	125
Technician	50	34	21	105
CADD Drafter II	48	32	20	100
CADD Drafter I	34	22	14	70
Administrative	24	16	10	50

[illegible]

[illegible]

	Scope	Budget	Architecture				Structural				MEP				Civil			Landscape		Total Fees	Expenses	Fees including reimbursable expenses	Schedule
			Principal	Architect II	Architect I		Registered Engineer	Staff Engineer	CADD Drafter I		Principal	Engineer	Technician		Engineer	Technician		Project LA					
	Cost off-planning/site review		0	3		$ 400									5		$ 400	4	$ 400	$ 1,600	$ 100	$ 1,600	2 wks
	Civil Site Survey														8	12	$ 2,400			$ 2,400	$ 100	$ 2,600	4 wks
	NMAA No Rise Certificate														16	54	$ 5,000			$ 5,000	$ 100	$ 5,100	90 wk
	New Restroom building	$ 170,000.00	16	54	38	$ 9,800	4	12		$ 1,900	4	9	16	$ 2,500	4	16	$ 2,000	18	$ 1,890	$ 18,172	$ 500	$ 18,672	90 wk
Alt 1	New Storage building	$ 250,000.00	12	53	46	$ 9,075	4	12		$ 1,900	3	10	18	$ 2,200	8	17	$ 2,400	4	$ 420	$ 17,084	$ 500	$ 17,584	90wk
			48	70	114	$ 18,475	8	24	0	$ 3,800	8	28	38	$ 4,600	41	83	$ 12,800	$ 26,70	$ 9,230	$ 44,857	$ 1,300	$ 46,157	

	Summary	
Base	New Restroom building	$ 18,272
Alt 1	New Storage building	$ 17,584

ITEM 4H
For 07-21-15
Board of Aldermen Meeting

CITY OF PARKVILLE
Policy Report

Date: July 14, 2015

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Tim Blakeslee
Assistant to the City Administrator

ISSUE:
Request to approve a maintenance agreement with Urban Tree Specialists, LLC for tree trimming on-call services.

BACKGROUND:
There are numerous services that the Public Works staff needs on a routine and emergency basis throughout the year. When reviewing revisions to the purchasing policy last fall, the city attorney suggested entering into multi-year service contracts for these routine services in order to lock in prices and avoid having to repeat the process to accept quotes or bid for smaller scopes of work. The tree trimming services contract is the first of the service contracts to be recommended. The intent is for the City to contract with one vendor, who will provide priority services to the City during emergency and non-emergency situations. Other future service contracts may include sewer cleaning services, electrical, plumbing, etc.

On June 16, 2015, the City released a bid request for Tree Trimming and Tree Removal Services. The City received responses from two companies; they were Urban Tree Specialists and Arbor Masters. The bid form included a standard list of services that may be requested by the City. The vendors provided unit prices for each of the services. The attached bid tabulation shows the unit prices for each item, with prices for emergency and non-emergency services. Emergency services were bid separately because the contract requires a guarantee of faster response times for those services.

When reviewing the unit prices, both companies have very competitive prices. Depending on the diameter of the tree, some unit prices for Urban Tree Specialists are higher than Arbor Masters, while some unit prices are lower. Financially speaking, the bids appear to be evenly matched.

The City has used Urban Tree Specialists numerous times in the past, and has had an extremely positive experience. They have always been responsive to the needs of the Public Works staff. A recent example of this was the storm cleanup in English Landing Park. The City reached out to three companies, Urban Tree was the only company that could guarantee the work would be completed prior to the July 4th celebration. Urban Tree has a great track record for putting Parkville on the front burner in emergency situations. Historically, Urban Tree Specialists has been the low bidder, when the City has solicited three quotes, for tree trimming and tree removal projects.

Urban Tree has a local presence, with a location approximately 5 miles from Parkville. They have a Certified Arborist on every job site. They have consulted with the City staff to determine the best method of treatment, taking into account the best interest of the City, as well as the treatment area. Their staff has provided excellent consulting on major tree issues, planning and advised the City on possible grant opportunities. Urban Tree has years of experience and knowledge of the City and its staff.

BUDGET IMPACT:
There are tree trimming line items included in the Parks budget, Nature Sanctuary budget, and Transportation Fund. Depending on the nature of the work being done, staff will use the proper budget item.

ALTERNATIVES:
1. Approve the maintenance agreement with Urban Tree Specialists.
2. Do not approve the maintenance agreement
3. Provide other direction to staff to meet the desires of the Board of Aldermen.
4. Postpone the item.

STAFF RECOMMENDATION:
Staff recommends the approval of the maintenance agreement with Urban Tree Specialists for tree trimming on-call services.

FINANCE COMMITTEE RECOMMENDATION:
At the meeting on July 13, 2015, the Finance Committee, by a vote of 4-0, recommended that the Board of Aldermen approve the maintenance agreement with Urban Tree Specialists for tree trimming on-call services. The Finance Committee mentioned that Urban Tree Specialists' prices were more expensive in most categories listed on the bid form, but the rates were less expensive in the categories in which the City would require their services.

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

The Purchasing Policy states, "It is the City's intention to purchase from local suppliers, within reason, as it selects the best and most reasonably priced source for each transaction. The local residence of a supplier may be a factor considered in selecting among bidders on a purchase. It is the determination of the Governing Body that, in certain instances, choosing a local supplier serves the valid public purpose of supporting local businesses that, among other attributes, pay taxes to the City."

SUGGESTED MOTION:
I move approve the maintenance agreement with Urban Tree Specialists, LLC for tree trimming on-call services, with the unit prices listed in the agreement.

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

BID TABULATION

On-Call Tree Trimming/Removal Services
June 30, 2015
10:00 a.m. – Public Works Conference Room

Bidder	TOTAL
*Urban Tree Specialists, LLC Kansas City, MO 64152	See unit prices below
Arbor Masters Tree & Landscape Shawnee, KS 66227	See unit prices below

*Denotes recommended contractor

TREE TRIMMING, TREE REMOVAL AND LANDSCAPE SVCS. - BID DATE 6/30/15 - 10:00 A.M.
NO ADDENDA ISSUED

	ARBOR MASTERS BIDDER 1		URBAN TREE SPEC BIDDER 2	
TREE REMOVAL-NON-EMERGENCY	UNIT PRICE		UNIT PRICE	
DBH 1-12	$200.00		$200.00	
DBH 13-24	$475.00		$425.00	
DBH 25-36	$850.00		$800.00	
DBH 37-48	$1,300.00		$1,500.00	
DBH 49-60	$1,600.00		$2,500.00	
Stump Removal per inch	$5.00	PER INCH	$100.00	PER HR
TREE REMOVAL-EMERGENCY				
DBH 1-12	$375.00		$240.00	
DBH 13-24	$600.00		$510.00	
DBH 25-36	$950.00		$960.00	
DBH 37-48	$1,450.00		$1,800.00	
DBH 49-60	$2,100.00		$3,000.00	
Stump Removal per inch	$6.00	PER INCH	$100.00	PER HR
TREE PRUNING/TRIM-NON-EMERG				
Bucket Truck	$40.00		$55.00	
1-Person Crew	$40.00		$75.00	
2-Person Crew	$85.00		$140.00	
3-Person Crew	$165.00		$205.00	
4-Person Crew	$250.00		$280.00	
Chipper Unit	$35.00		$35.00	
TREE PRUNING/TRIM-EMERGENCY				
Bucket Truck	$50.00		$65.00	
1-Person Crew	$55.00		$90.00	
2-Person Crew	$110.00		$170.00	
3-Person Crew	$205.00		$250.00	
4-Person Crew	$285.00		$340.00	
Chipper Unit	$50.00		$45.00	

DBH – Diameter at Breast Height

SMALL CONSTRUCTION SERVICES AGREEMENT
MAINTENANCE OR REPAIR PROJECT

THIS SERVICE AGREEMENT, entered into on this 21st day of July, 2015 by and between the **CITY OF PARKVILLE, MISSOURI** ("City") and **URBAN TREE SPECIALISTS, LLC** ("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 to perform tree trimming/tree removal on an emergency and/or non-emergency basis.

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 for a period of one (1) year from the date of this Agreement.

C. Service Provider represents it has all necessary skills, personnel, financial capacity, licenses, permits, knowledge, and certifications required to perform the Services described herein.

II. COMPENSATION

A. As consideration for providing the Construction Services, the City shall pay Contractor as set forth in **Exhibit "A".**

B. Contractor shall submit its invoices to the City either at completion of the Project, or on such milestone or other interim terms as set forth on **Exhibit "A"**. Contractor's final invoice shall be accompanied by Waivers of Lien and Releases of Claim on the forms attached as **Exhibit "B-2"** to this Agreement, executed by Contractor, any all subcontractors with contract values of $5,000 or more, and notarized. If partial payments are authorized on **Exhibit "A",** then Contractor shall submit partial lien waivers on the form attached as **Exhibit "B-1."** The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Contractor of the nature of the dispute regarding the balance.

C. Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after

the expiration of this Agreement unless permission to destroy them is granted by the City.

III. SCHEDULE

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

IV. CHANGES

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

V. INDEMNIFICATION

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

VI. INSURANCE

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

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

A. Contractor's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any and all employees of the Contractor.

B. Unless otherwise stated in **Exhibit "A"**, Contractor shall be represented by a Superintendent or Foreman authorized to give and receive all instruction and notices from and to the City at all times while performing Construction Services, and shall have on site a person who is fluent in all languages necessary to communicate instructions regarding the work and information regarding medical emergencies with Contractor's employees and subcontractors.

C. All of the Construction Services required hereunder will be performed by the Contractor or under Contractor's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

D. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement including, but not limited to, indemnification, insurance and warranties.

E. Contractor and all subcontractors with a contract value of $5,000 or more shall execute affidavits on the form attached as **Exhibit "D"**, attesting to their compliance with RSMo. § 285.530.5 concerning compliance with Missouri's Worker Eligibility requirements.

F. Contractor and all subcontractors must require all on-site employees to complete the ten-hour construction training program required under Section 292.675 RSMo. unless they have previously completed the program and have documentation of having done so. Contractor shall execute the affidavit attached as **Exhibit "E"**, attesting that it has provided OSHA safety training for its on-site employees. Contractor will forfeit a penalty to the City of $2,500 plus an additional $100 for each employee employed by Contractor or any subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. See Section 292.675 RSMo.

G. No illegal drug or alcohol usage will be tolerated at the Site. All persons admitted to work on the Site will dress appropriately and avoid foul language. Music shall not be played at volume levels that would be objectionable to third-parties. Any worker found by the City to be violating these conduct requirements will be removed immediately.

VIII. WARRANTY

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

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

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

IX. OWNERSHIP OF WORK PRODUCT

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 it right title and interest in and to such Works.

X. RELATIONSHIP OF THE PARTIES

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

XI. NOTICES

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

B. Notices sent by Contractor shall be sent to:

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

C. Notices sent by the City shall be sent to:

Urban Tree Specialists, LLC
Attn: Bret Cleveland
7119 NW Lamar Drive
Parkville, MO 64152

XII. CORRECTION OF WORK

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

XIII. TERM AND TERMINATION

A. The 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. or its Subcontractors or Sub-subcontractors causes a work stoppage due to any strike, picket, boycott or participates in any voluntary or involuntary cessation of Work; or
5. otherwise is guilty of substantial breach of a provision of the Agreement.

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

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

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

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

XIV. MISCELLANEOUS PROVISIONS

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

B. Assignability. Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

C. Media Announcements. Contractor shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City

D. Compliance with Local Laws. Contractor shall comply with all applicable laws, ordinances, and codes of the State of Missouri and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

E. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:

   i. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

   ii. Contractor will, in all solicitation or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.

   iii. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

F. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Contractor shall take appropriate steps to assure compliance.

G. Interest of Contractor and Employees. Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

H. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Contractor, and attached hereto.

I. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.

J. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.

K. Third Parties. The Services to be performed by the Contractor are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

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

CITY OF PARKVILLE, MISSOURI

By: _____

Nanette K. Johnston, Mayor

ATTEST:

_____

Melissa McChesney, City Clerk

URBAN TREE SPECIALISTS, LLC

By: _____

_____

_____

EXHIBIT A

SCOPE OF WORK AND PRICING AGREEMENT

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

A. This Agreement allows the City to call on Contractor for assistance during emergency and non-emergency work scenarios. The situations will require different response times due to the severity and urgency of the work. Contractor agrees to perform all the Work described in the Contract Documents, including all Addenda, for the unit prices for tasks as outlined below.

1. Emergency – An emergency situation requires a response time within 4 hours for a condition that jeopardizes public safety; and within 24 hours for a condition that constitutes a public inconvenience. Contractor shall commence the Work as follows:

a. Upon notice from the Director of Public Works or authorized representative for emergency services. Contractor and City representative will agree on scope of work and determine a timeframe to complete for emergency work prior to Contractor performing any work.

2. Non-emergency – A non-emergency situation requires a response time within 2 business days or a timeframe that is mutually agreed upon by both parties. Contractor shall commence the Work as follows:

a. Upon issuance of a Work Authorization by the City (Exhibit A-1)

Additional labor required by unforeseen site issues must be authorized by City in advance. Any work not authorized by the City, and performed by the Contractor and performed without City approval, shall be at the Contractor's own risk, cost and expense, and Contractor shall not make claim for compensation from the City for such work.

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

NON-EMERGENCY

TREE REMOVAL (INCLUDES LABOR AND EQUIPMENT)

SCOPE OF WORK DBH=diameter at 5' from the ground	UNIT PRICE
DBH 1 to 12 inches	$200.00
DBH 13 to 24 inches	$425.00
DBH 25 to 36 inches	$800.00
DBH 37 to 48 inches	$1,500.00
DBH 49 to 60 inches	$2,500.00
Stump Removal (per hour)	$100.00

EMERGENCY

TREE REMOVAL (INCLUDES LABOR AND EQUIPMENT)

SCOPE OF WORK DBH=diameter at 5' from the ground	UNIT PRICE
DBH 1 to 12 inches	$240.00
DBH 13 to 24 inches	$510.00
DBH 25 to 36 inches	$960.00
DBH 37 to 48 inches	$1,800.00
DBH 49 to 60 inches	$3,000.00
Stump Removal (per hour)	$ 100.00

NON-EMERGENCY

TREE PRUNING/TRIMMING (INCLUDES LABOR AND EQUIPMENT)

SCOPE OF WORK	UNIT PRICE
BUCKET TRUCK	$55.00
1-PERSON CREW	$75.00
2-PERSON CREW	$140.00
3-PERSON CREW	$205.00
4-PERSON CREW	$280.00
CHIPPER UNIT	$35.00

EMERGENCY

TREE PRUNING/TRIMMING (INCLUDES LABOR AND EQUIPMENT)

SCOPE OF WORK	UNIT PRICE
BUCKET TRUCK	$65.00
1-PERSON CREW	$90.00
2-PERSON CREW	$170.00
3-PERSON CREW	$250.00
4-PERSON CREW	$340.00
CHIPPER UNIT	$45.00

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

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

Date:
Issued to:

Project/Work Description
Title:
Scope of Work/Purpose:

Schedule and Price
Project Start Date:
Estimated Completion Date:
Latest Acceptable Date:
Estimated Cost:
Expenditure Limit:
Budget Account Code:

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

Name/Title: _____ Signature: _____
Company: Urban Tree Specialists, LLC _____ Date: _____

Authorization

Department Head: _____ Date: _____
City Administrator (if over $1,000): _____ Date: _____
Mayor (if over $2,500): _____ Date: _____

For Internal Staff Use Only
(initial each item and file with executed work authorization)
_____ Employment Eligibility Status Verification (if the cost exceeds $5,000)
_____ Certificate of Insurance that demonstrates compliance with the Terms and Conditions
_MM_ Valid business license

EXHIBIT B-1

CONDITIONAL PARTIAL RELEASE OF LIEN AND WAIVER OF CLAIMS

To: The City of Parkville, Missouri, the Owner of the real estate (the "Property") identified below, any Lender(s) having any loans secured by the Property, the Applicant's Contractor (if not the General Contractor) and other parties, if any, having any interest in (hereinafter collectively the "Beneficiaries").

The "Property": _____

Description of the "Project": _____

The undersigned hereby applies for payment, certifies and waives lien rights, bond rights and all other claims.

Payment Request Amount: $_____

Date of last work covered by payment request:_____

Certificate

The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of the sum stated above, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The amount requested for labor performed and equipment and material supplied on this Project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto concerning work to be performed on the Property (hereinafter the "Contract").

2. No labor, equipment or materials have been supplied by the undersigned to the Project which have not been included in the applications for payment submitted to date, under any agreement, verbal or written, or any arrangements of any type whatsoever, except as specifically noted here:

_____

_____

_____

3. Payment in full, less retainage and other claims documented as required by the Contract (if any), has been made by the undersigned through the period covered by all prior payments (a) to all of the undersigned's subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that it owes no monies or other things of value to any subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, except as identified below:

_____

_____

4. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Fringe Benefits owed pursuant to collective bargaining agreements, Social Security, Unemployment Compensation and Worker's

Compensation laws, insofar as applicable to the performance of the contract. Specifically, the undersigned has paid, or out of the proceeds of this payment will promptly pay, all sales or use tax due and owing.

5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Partial Waiver and Release of Claims

NOW, THEREFORE, contingent upon the issuance, final clearance and payment of $_____, the undersigned irrevocably and unconditionally releases and waives any and all mechanic's liens or other liens or right to claim any and all mechanic's liens or other liens against the Property, except as pertains to unpaid retainage and claims documented as required by the Contract, through the date of last work covered by the payment application stated above. Additionally, the undersigned waives and releases any other claims against the Owner or its sureties on any bonds, or any other claims of any kind whatsoever in connection with this Contract and with the Property, also referred to as _____. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any lien, bond, claims or suits in connection with the materials, labor, and everything else in connection with this Contract for which payment has been made.

Dated _____, 20__.

CONTRACTOR:_____

By:_____

Name: _____

Title: _____

State of _____)

County of _____)

On this _____ day of _____, 20_____, before me, the undersigned, personally appeared _____, _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

_____ _____

Notary Public in and for said County and State Commission Expires

EXHIBIT B-2

CONDITIONAL FINAL WAIVER OF LIEN AND RELEASE OF CLAIMS

To: the City of Parkville, Missouri, the Owner of the real estate (the "Property") identified below, any Lender(s) having any loans secured by the Property, the Applicant's Contractor (if not the General Contractor) and other parties, if any, having any interest in (hereinafter collectively the "Beneficiaries").

The "Property":_____

Description of the "Project": _____

The undersigned hereby applies for payment, certifies and waives lien rights, bond rights and all other claims.

Payment Request Amount: $_____

Certificate

The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of the amount stated above, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The amount requested for labor performed and equipment and material supplied on this Project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto concerning work to be performed on the Property (hereinafter the "Contract").

2. No labor, equipment or materials have been supplied by the undersigned to the Project which have not been included in the applications for payment submitted to date, under any agreement, verbal or written, or any arrangements of any type whatsoever, except as specifically noted here:

_____

_____

_____

3. Payment in full has been made, or with the funds requested hereby will be made, by the undersigned (a) to all of the undersigned's subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that it owes no monies or other things of value to any subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, and that the payments that have been or will be made out of this final payment to such persons or firms will fully and completely compensate them for all work in connection with the Project.

4. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Fringe Benefits owed pursuant to collective bargaining agreements, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the contract.

5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Final Waiver and Release of Claims

NOW, THEREFORE, the undersigned , contingent upon the issuance, final clearance and payment of $_____, which the undersigned irrevocably and unconditionally releases and waives any and all mechanic's liens or other liens or right to claim any and all mechanic's liens or other liens against the Property. Additionally, the undersigned waives and releases any other claims against the Owner, its sureties or on any bonds, or any other claims of any kind whatsoever in connection with this Contract and with the Property. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any lien, bond, claims or suits in connection with the materials, labor, and everything else in connection with this Contract.

Dated _____, 20__.

CONTRACTOR:_____

_____

By:_____

Name: _____

Title: _____

State of _____)

County of _____)

On this _____ day of _____, 20_____, before me, the undersigned, personally appeared _____, the _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

_____ _____

Notary Public in and for said County and State Commission Expires

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

2.6 Workers' Compensation and Employer's Liability Insurance. Contractor shall maintain Worker's Compensation Insurance to cover the statutory limits of the Workers' Compensation laws of the state in which any work is to be performed and when applicable to Federal Laws, Voluntary

Compensation and Employer's Liability (including occupational disease) coverage with limits not less than $500,000.00 per occurrence and $1,000,000.00 in aggregate for all workers on site, regardless of whether a worker is also an owner of Contractor.

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

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

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

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

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

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

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

5. Patent Liability. Contractor shall protect, defend and save the City harmless from any liability, including costs and expenses, for, or on account of, any patented or unpatented invention, article or

appliance manufactured or used in the performance of this Contract selected by Contractor, and further agrees to pay all loss and expense incurred by the City by reason of any such claims or suits, including attorneys' fees.

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

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

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

Exhibit "D"

Missouri Worker Eligibility Affidavit

Effective January 1, 2009, all contractors and subcontractors with contract amounts in excess of $5,000 on public projects in Missouri are required to verify the employment eligibility status of employees through the E-verify federal program administered by the Department of Homeland Security, U.S. Citizenship and Immigration Services. Contractor shall indemnify, defend and hold harmless the City of Parkville against any expense incurred including imposition of fines which results from violation of such laws. **Contractor affirmatively states that it is not knowingly in violation of R.S. Mo. 285.530.1 and shall not henceforth be in such violation. Contractor further agrees to execute this sworn affidavit under the penalty of perjury attesting to the fact that the direct Contractor's employees are lawfully present in the United States.** Failure of Contractor to comply with this requirement shall be grounds for termination for default.

COMES NOW Affiant _____, being of lawful age, and states the following based on personal knowledge, under oath and fully aware of the penalties for perjury:

1. I presently am employed by _____ ("Contractor") and am authorized by Subcontractor to make representation on its behalf.

2. All of Contractor's employees are lawfully present in the United States.

Further affiant sayeth naught.

Contractor: _____

By: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Subscribed and sworn to before me this ____ day of _____, 20___.

_____
Notary Public

My commission expires:

Exhibit "E"

AFFIDAVIT OF COMPLIANCE WITH SAFETY TRAINING REQUIREMENTS

Required by R.S Mo. § 292.675

Before me, the undersigned Notary Public, personally appeared _____ who is _____ (title) of _____ (a corporation/partnership/sole proprietorship/limited liability company, and states that he/she is authorized to make this affidavit, and being duly sworn upon his/her oath, deposes and states as follows:

That said company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

The terms of this affidavit shall have the same meaning as is set forth in 292.675 of the Revised Statutes of Missouri.

Further affiant sayeth naught.

Contractor: _____

By: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Subscribed and sworn to before me this ____ day of _____, 20__.

_____
Notary Public

My commission expires:

_____

ITEM 4I
For 07-21-15
Board of Aldermen Meeting

CITY OF PARKVILLE
Policy Report

Date: July 15, 2015

Prepared By:
Tim Blakeslee
Assistant to the City Administrator

Reviewed By:
Lauren Palmer
City Administrator

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

BACKGROUND:
Attached are the statements of approved payments, per the City's Purchasing Policy, for the period from July 1, 2015, through July 15, 2015. All disbursements must be reviewed and approved by the Board of Aldermen prior to the release of city funds.

BUDGET IMPACT:

Accounts Payable	$185,563.55
Insurance Payments	$0.00
1st of the Month	$1,850.00
EFT Payments	$1,072.45
Processing Fees	$369.56
Payroll	$52,930.87
TOTAL	$241,786.43

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 $241,786.43 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. Carquest Purchases
7. Price Chopper Purchases
8. Lowe's Purchases

PACKET: 05234 Direct Payables 7/1/15
VENDOR SET: 01 City Vendors
BANK: AP Pooled Cash Regular AP

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01483		Missouri Department of Revenue						
	I-46041	Sales Tax Report-AD	R	7/07/2015		35.00	034009	35.00
01614		KCPL						
	I-Due 7/14/15	Due 7/14/15	D	7/08/2015		373.82	000000	
	I-Due 7/15/15	Due 7/15/15	D	7/08/2015		4,889.45	000000	5,263.27

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	35.00	35.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	5,263.27	5,263.27
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	2	0.00	5,298.27	5,298.27

ACKET: 05240 Federal Withholdings - 7/10/15
VENDOR SET: 01
BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00044	Park Bank							
	I-T1 201507094101	Federal Withholding	D	7/10/2015		7,822.92CR	000000	
	I-T3 201507094101	FICA W/H	D	7/10/2015		8,906.52CR	000000	
	I-T4 201507094101	Medicare W/H	D	7/10/2015		2,082.98CR	000000	18,812.42

* * 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	18,812.42	18,812.42
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	18,812.42	18,812.42

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 05244 Regular Payments 7/13/15
VENDOR SET: 01
BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01849	Fleet Services - Police							
	I-Stmt 6/30/15	Fuel Stmt 6/30/15	D	7/17/2015		2,710.14CR	000000	2,710.14
01850	Fleet Services - General Account							
	I-Stmt 6/30/15	Stmt 6/30/15	D	7/17/2015		1,982.18CR	000000	1,982.18
00103	Pitney Bowes, Inc.							
	I-3735363	Postage Machine Rental-AD	D	7/21/2015		208.50CR	000000	208.50
00123	Sam's Club							
	I-Stmt 7/8/15	Stmt 7/8/15	D	7/21/2015		99.83CR	000000	99.83
01087	Stinson Leonard Street LLP							
	I-30110415	Legal Services-AD	D	7/21/2015		6,450.00CR	000000	
	I-30110416	Legal Services-AD	D	7/21/2015		120.00CR	000000	
	I-30110601	Legal Services-AD	D	7/21/2015		1,374.80CR	000000	7,944.80
01614	KCPL							
	I-Due 7/21/15	Due 7/21/15	D	7/21/2015		119.41CR	000000	119.41
00002	A & M Printing							
	I-56408	Blueprint-CD	R	7/21/2015		4.00CR	034013	
	I-56420	Plan copies-CD	R	7/21/2015		10.50CR	034013	14.50
00012	Carquest Auto Parts Store							
	I-Stmt 6/30/15	Stmt 6/30/15	R	7/21/2015		293.81CR	034014	293.81
00156	Dave's Foreign Car Repair LLC							
	I-132,320	Fuel Pump Repair-PD	R	7/21/2015		450.68CR	034015	
	I-132,328	Oil Change-PD	R	7/21/2015		43.59CR	034015	
	I-132,340	Oil Change-PD	R	7/21/2015		35.00CR	034015	
	I-132,349	Tire Reapir-PD	R	7/21/2015		10.50CR	034015	539.77
00159	Missouri American Water							
	I-Due 7/24/15	Due 7/24/15	R	7/21/2015		150.43CR	034016	150.43
00218	Platte County Sheriff's D							
	I-June-15	Prisoner Boarding-CT	R	7/21/2015		420.00CR	034017	420.00
00358	Missouri Dept of Revenue Information Technology							
	I-46479	Tax Report-AD	R	7/21/2015		35.00CR	034018	35.00

PACKET: 05244 Regular Payments 7/13/15
VENDOR SET: 01
BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00496	Gunter Pest Management, Inc.							
	I-1142978	Pest Control	R	7/21/2015		50.00CR	034019	50.00
00519	Friends of Parkville Animal Shelter							
	I-August 2015	August 2015 Contracted Payment	R	7/21/2015		500.00CR	034020	500.00
00530	Missouri Municipal League							
	I-300004194	MCMA Membership Ackerson-CD	R	7/21/2015		40.30CR	034021	40.30
00723	Missouri One Call System							
	I-5060261	June One-Call-SW	R	7/21/2015		266.50CR	034022	266.50
00899	Parkville Municipal Court							
	I-Jun-15	Ppocessing Fees-CT	R	7/21/2015		140.80CR	034023	140.80
00942	McKeever's Price Chopper							
	I-Stmt 7/7/15	Stmt 7/7/15	R	7/21/2015		333.78CR	034024	333.78
00977	Curious Eye Productions							
	I-034-015	Meeting Production-PI	R	7/21/2015		1,000.00CR	034025	1,000.00
01083	UMB Bank, N.A.							
	I-7/25/15	2004C Bond Payment	R	7/21/2015		14,793.08CR	034026	14,793.08
01235	Landmark Newspaper, The							
	I-22826	Public Hearing Notice-CD	R	7/21/2015		81.77CR	034027	81.77
01610	ECI, Inc.							
	I-06-8956-15	Elevator Inspection-AD	R	7/21/2015		130.00CR	034028	130.00
01641	United States Post Master							
	I-Aug-Sept 2015	Postage-SW	R	7/21/2015		900.00CR	034029	900.00
01896	KC Wireless Inc							
	I-45941	Light Bar Removal-PD	R	7/21/2015		52.88CR	034030	52.88
02248	Hi-Gene's Janitorial Service							
	I-45997	Janitorial Service-AD	R	7/21/2015		757.50CR	034031	757.50
02332	Emily Crook							
	I-Exp Repot 76/15	Exp Report 7/6/15	R	7/21/2015		47.23CR	034032	47.23

PACKET: 05246 Direct Payables 7/14/15
VENDOR SET: 01 City Vendors
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-------ID-------	ITM DATE BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-01614 KCPL						
I-Due 6/2/15	6/01/2015	Due 6/2/15	2,208.87			
	AP	DRAFT CK# 000000 6/01/2015		1099: N		
		Due 6/2/15		30 501.03-02-00	Electricity	2,208.87
		=== VENDOR TOTALS ===	2,208.87			
		=== PACKET TOTALS ===	2,208.87			

PACKET: 05248 Regular Payments 7/15/15
VENDOR SET: 01
BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00198	Clay & Bailey Mfg. Co.							
	I-301322	Manhole Riser-TP	R	7/21/2015		664.48CR	034046	664.48
00378	Damon Pursell Const.							
	I-186338	Brush Disposal-PK	R	7/21/2015		40.00CR	034047	40.00
00521	Fry & Associates, Inc.							
	I-27903	Bench-63	R	7/21/2015		1,714.00CR	034048	1,714.00
01421	Full Nelson Plumbing, Inc							
	I-11312	ELP Restroom Repair-PK	R	7/21/2015		130.00CR	034049	130.00
02168	Gail Gene Derr							
	I-865881	Cemetery Maint-AD	R	7/21/2015		460.00CR	034050	460.00
02131	Heritage Tractor, Inc.							
	I-1476503	Mower Blade-PK	R	7/21/2015		148.92CR	034051	148.92
00494	Holliday Sand & Gravel Co							
	I-333723	Sand-PK	R	7/21/2015		81.78CR	034052	81.78
00232	Martin Marietta							
	I-15520595	Rock NS Trails-NS	R	7/21/2015		220.33CR	034053	220.33
01250	Metro Asphalt							
	I-2	Mill and Overlay-TP	R	7/21/2015		58,767.14CR	034054	58,767.14
00088	Miller's Heritage Landscape							
	I-14399	Irrigation Turn On-PK	R	7/21/2015		115.00CR	034055	115.00
01163	North Hills Engineering, Inc							
	I-1506	Engineering Services-SW,PW	R	7/21/2015		6,975.00CR	034056	6,975.00
01272	Olsson Associates							
	I-232907	Geotech Eval-CIP	R	7/21/2015		320.00CR	034057	320.00
00114	Rampart Security, Inc.							
	I-R154772	Building Secuirty-ST	R	7/21/2015		127.50CR	034058	127.50
00117	Reeves Wiedeman Company							
	I-4651893	Vavle Assemby-PK	R	7/21/2015		339.00CR	034059	339.00

PACKET: 05248 Regular Payments 7/15/15
VENDOR SET: 01
BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
02348	Sumner Tire							
	I-001572	Tires-TP	R	7/21/2015		1,029.56CR	034060	1,029.56
00389	Superior Bowen Asphalt Co							
	I-5048	Asphalt-TP	R	7/21/2015		279.75CR	034061	279.75
00154	T-Ray Specialties Inc.							
	I-27109	Restroom Supplies-PK	R	7/21/2015		105.72CR	034062	
	I-27123	Trash Bags-PK	R	7/21/2015		239.88CR	034062	
	I-27129	Bleach and Bands-PK	R	7/21/2015		221.00CR	034062	566.60
00838	The Work Zone, Inc.							
	I-39147	Sign Posts-TP	R	7/21/2015		135.00CR	034063	
	I-39148	Gloves-ST	R	7/21/2015		83.40CR	034063	218.40
02317	UMB Bank, N.A.							
	I-143561	HSA Fees-AD,PD,ST,PK	R	7/21/2015		15.00CR	034064	15.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	32	0.00	108,013.85	108,013.85
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	244.04	244.04
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:	33	0.00	108,257.89	108,257.89

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 05243 1st of the Month 8/1/15
VENDOR SET: 01
BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00577	Sarah E Recker, Law Offic							
	I-Aug2015-Pub Defen	Public Defender	R	8/01/2015		600.00CR	034011	600.00
01407	Witt, Hicklin & Snider PC							
	I-Aug2015-Prosecuto	City Procescutor-CT	R	8/01/2015		1,250.00CR	034012	1,250.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	2	0.00	1,850.00	1,850.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	2	0.00	1,850.00	1,850.00

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 05245 EFT Payment 8/1/15
VENDOR SET: 01 City Vendors
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-------ID-------	ITM DATE BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-02201 ICMA Retirement Coproration						
I-Aug2015-Retiremen	8/01/2015	Lauren Palmer Retirement	554.00			
	AP	DUE: 8/01/2015 DISC: 8/01/2015		1099: N		
		Lauren Palmer Retirement		10 501.01-22-00	Retirement	554.00
I-ICM201506114099	6/12/2015	457 DEF COMP	166.15			
	AP	DUE: 6/12/2015 DISC: 6/12/2015		1099: N		
		457 DEF COMP		10 501.01-22-00	Retirement	166.15
I-ICM201506254100	6/26/2015	457 DEF COMP	166.15			
	AP	DUE: 6/26/2015 DISC: 6/26/2015		1099: N		
		457 DEF COMP		10 501.01-22-00	Retirement	166.15
I-ICM201507094101	7/10/2015	457 DEF COMP	166.15			
	AP	DUE: 7/10/2015 DISC: 7/10/2015		1099: N		
		457 DEF COMP		10 501.01-22-00	Retirement	166.15
		=== VENDOR TOTALS ===	1,052.45			
01-02191 Timothy Blakeslee*						
I-Aug2015-Allowance	8/01/2015	Cell Phone Allowance	10.00			
	AP	DUE: 8/01/2015 DISC: 8/01/2015		1099: N		
		Cell Phone Allowance		10 501.03-05-00	Mobile Phones &	10.00
		=== VENDOR TOTALS ===	10.00			
01-01729 Toni Rizutti*						
I-Aug2015-Reimburse	8/01/2015	Cell Phone Reimbursement	10.00			
	AP	DUE: 8/01/2015 DISC: 8/01/2015		1099: N		
		Cell Phone Reimbursement		10 510.03-05-00	Mobile Phone &	10.00
		=== VENDOR TOTALS ===	10.00			
		=== PACKET TOTALS ===	1,072.45			

Accounts Payable Credit Card Report 6/10/15			
Accounts:	1	Sewer	Total
Monthly Fees:	$ 134.31	$ 262.28	$ 396.59
$ Collected on CC:	$ 2,187.75	$ 8,636.99	$ 10,824.74

VENDOR SET: 01 City of Parkville
BANK: AP Pooled Cash Regular AP
DATE RANGE: 7/07/2015 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 6/30/15	Stmt 6/30/15	R	7/21/2015			034014		
10 535.06-21-00	Vehicle Repair & Maintenance	Gas Cap-NS		7.27				
10 525.05-21-00	Equipment & Handtools	Brake Cleaner-PK		8.26				
10 525.06-21-01	Equipment Repair & Maintenance	Grease, Tool, Gasket		75.29				
40 520.06-22-00	Vehicle & Equipment Gas & Oil	Oil and Filters-TP		80.52				
10 505.06-21-00	Vehicle Repair & Maintenance	New Battery-PD		107.09				
10 505.06-21-00	Vehicle Repair & Maintenance	Wiper Blade-PD		15.38				293.81

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1			293.81	0.00	293.81
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
10 505.06-21-00	Vehicle Repair & Maintenance	122.47
10 525.05-21-00	Equipment & Handtools	8.26
10 525.06-21-01	Equipment Repair & Maintenance	75.29
10 535.06-21-00	Vehicle Repair & Maintenance	7.27
	*** FUND TOTAL ***	213.29
40 520.06-22-00	Vehicle & Equipment Gas & Oil	80.52
	*** FUND TOTAL ***	80.52

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: AP TOTALS:	1	293.81	0.00	293.81
BANK: AP TOTALS:	1	293.81	0.00	293.81
REPORT TOTALS:	1	293.81	0.00	293.81

VENDOR SET: 01 City of Parkville
BANK: AP Pooled Cash Regular AP
DATE RANGE: 7/07/2015 THRU 99/99/9999

VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00942		McKeever's Price Chopper							
I-Stmt 7/7/15		Stmt 7/7/15	R	7/21/2015			034024		
10	520.05-21-00	Handtools	Ice-ST		14.74				
10	535.05-42-00	Program Expenses	Day Camp Food-NS		100.59				
10	520.05-21-00	Handtools	Cleaning Supplies-ST		33.32				
10	525.05-21-00	Equipment & Handtools	Lightblubs-PK		11.97				
10	501.09-21-00	Misc-Other	Staff Recognition-AD		2.98				
10	501.09-20-02	Exec Session Meeting Supplies	Meeting Food-AD		51.48				
10	535.05-42-00	Program Expenses	Supplies for day cam		93.21				
10	520.05-21-00	Handtools	Ice-ST		17.92				
10	525.05-21-00	Equipment & Handtools	Bottled Water-PK		7.57				333.78

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1			333.78	0.00	333.78
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

** G/L ACCOUNT TOTALS **

G/L ACCOUNT		NAME	AMOUNT
10	501.09-20-02	Exec Session Meeting Supplies	51.48
10	501.09-21-00	Misc-Other	2.98
10	520.05-21-00	Handtools	65.98
10	525.05-21-00	Equipment & Handtools	19.54
10	535.05-42-00	Program Expenses	193.80
		*** FUND TOTAL ***	333.78

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: AP TOTALS:	1	333.78	0.00	333.78
BANK: AP TOTALS:	1	333.78	0.00	333.78
REPORT TOTALS:	1	333.78	0.00	333.78

VENDOR SET: 01 City of Parkville
BANK: AP Pooled Cash Regular AP
DATE RANGE: 7/08/2015 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02057	Lowe's Accounts Receivable							
I-Stmt 7/2/15	Stmt 7/2/15	D	7/17/2015			000000		
10 535.05-21-00	Equipment & Handtools	Glue, Cutter-NS		16.99				
30 501.06-01-00	Building Main & Repair	AC Unit-SW		227.05				244.04

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0			0.00	0.00	0.00
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	1			244.04	0.00	244.04
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
10 535.05-21-00	Equipment & Handtools	16.99
	*** FUND TOTAL ***	16.99
30 501.06-01-00	Building Main & Repair	227.05
	*** FUND TOTAL ***	227.05

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: AP TOTALS:	1	244.04	0.00	244.04
BANK: AP TOTALS:	1	244.04	0.00	244.04
REPORT TOTALS:	1	244.04	0.00	244.04

PACKET: 05248 Regular Payments 7/15/15
VENDOR SET: 01
BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
02057	Lowe's Accounts Receivable							
	I-Stmt 7/2/15	Stmt 7/2/15	D	7/17/2015		244.04CR	000000	244.04
00934	Allen's Water Service							
	I-58144	Water-ST	R	7/21/2015		200.00CR	034033	200.00
00593	Alliance Water Resources,							
	I-6517	WWTP Contract-SW	R	7/21/2015		23,520.42CR	034034	23,520.42
01769	Ambassador Electric							
	I-11189	Electric Circuit-SW,PK	R	7/21/2015		485.00CR	034035	485.00
01766	American Waste Systems, Inc.							
	I-333180	Porta Potties-PK	R	7/21/2015		240.00CR	034036	240.00
02285	ARCpoint Labs Kansas City							
	I-7367	Drug Screen-CD	R	7/21/2015		55.00CR	034037	55.00
02227	BagSpot Pet Waste Solutions							
	I-1863	Waste Bags-PK	R	7/21/2015		214.18CR	034038	214.18
00020	Ball Power & Equipment							
	I-61001	2 Belts-TP	R	7/21/2015		52.03CR	034039	52.03
02196	Benjamin Cassell							
	I-60519893	Healthcare Reimbursement-PD	R	7/21/2015		106.00CR	034040	106.00
01993	Blacksher Trash Service							
	I-7/1-9/30	Quaterly Trash Service-AD	R	7/21/2015		75.00CR	034041	75.00
00797	Blue Valley Public Safety							
	I-10685	Siren Maint-PW	R	7/21/2015		670.00CR	034042	670.00
01951	Brenntag Mid-South, Inc							
	I-BMS053060	Odor Control-SW	R	7/21/2015		9,431.79CR	034043	9,431.79
02025	Capital Electric Construction Co Inc							
	I-29080	WWTP Service Call-SW	R	7/21/2015		691.52CR	034044	691.52
00258	Carter Waters Constructio							
	I-11149937-1	Field Paint-SW	R	7/21/2015		60.45CR	034045	60.45

ITEM 5A
For 07-21-15
Board of Aldermen Meeting

CITY OF PARKVILLE
Policy Report

Date: Wednesday, July 15, 2015

Prepared By:
Lauren Palmer
City Administrator

Reviewed By:
Melissa McChesney
City Clerk

ISSUE:
Reject all bids for the Route 9 Downtown Entryway Beautification Project.

BACKGROUND:
On April 16, 2013, the Board of Aldermen approved a program agreement with the Missouri Department of Transportation (MODOT) for a Transportation Alternatives Program (TAP) grant for improvements along Route 9. In general, the project involves sidewalks, street lighting, landscaping, and signage improvements from the White Alloe Bridge to the city limits, primarily focused at the entryway to downtown near the Train Depot and the entrance of Park University. On March 3, 2015, the Board of Aldermen approved various right-of-way and project easement agreements with MODOT and Park University. In June, the City received final approval from MODOT and the Federal Highway Administration (FHWA) to bid the project.

The bid opening was held on July 9, 2015. All three bids far exceeded the engineer's estimate and the available budget for the project (see Attachments 1 and 2). The low base bid exceeded the estimate by $60,409.80 or 46%. After reviewing the unit prices with the design team, staff determined that the biggest variations between the estimate and the bids were for the removal of the existing improvements and the entry monument sign (particularly the lighting system).

Because the bids are so far above the estimate, staff recommends rejecting all bids and redesigning the project to obtain a new bid within the project budget. Even if the City was willing to invest additional local funds to complete the project, options are limited. Because of the federal grant funding, MODOT and FHWA have to concur with the contract award, and MODOT rarely accepts a bid that exceeds the engineer's estimate by more than 20%. The federal and state regulations do not allow the City to negotiate directly with the low bidder to reduce the scope of the project.

Staff is meeting with the design team on Friday, July 17, and hopes to have additional information to share at the meeting. The consultants are interviewing the bidders to try to learn from how the contractors saw the project. Based on that information, the team may be able to value engineer the entry monument sign to obtain more competitive pricing. Alternatively, some elements of the project may be completed in-house in order to reduce the scope of work. Staff will also consult with the Mid-America Regional Council (MARC) to determine if there is any additional grant funding available (perhaps from another project that was under budget) that may be redirected toward this project. A combination of some or all of these tactics will be evaluated with the Board of Aldermen before the project is re-bid.

Incidentally, MODOT staff confirmed this week that delaying in order to rebid the project will not jeopardize the existing grant. The grant funds have already been obligated to the project by FHWA. The City will work with MODOT to submit required progress reports every six months.

BUDGET IMPACT:
The total project budget of $210,834.27 is supported in part by the grant ($135,000) and a donation from Magellan ($35,000) that was provided in lieu of landscaping/screening improvements as part of a 2011 conditional use permit for the fuel storage facility at 6699 River Park Drive. The remaining funding for the City's local match and ineligible federal expenses comes from multiple sources: General Fund ($8,334.27), Fewson Fund ($17,500), and Projects Fund ($15,000). The engineer's estimate for the construction portion of the project (including bid alternates) is $162,834. The total project budget is included as Attachment 2.

ALTERNATIVES:
1. Reject all bids and direct staff to work with the design consultant to prepare options for rebidding the project.
2. Provide alternative direction to staff.
3. Postpone the item.

STAFF RECOMMENDATION:
Staff recommends that the Board of Aldermen reject all bids and direct staff to work with the design consultant to prepare options for rebidding the project.

FINANCE COMMITTEE RECOMMENDATION:
On the meeting on July 13, 2015, the Finance Committee, by a vote of 4-0, recommended that the Board of Aldermen reject all bids and direct staff to work with the design consultant to prepare options for rebidding the project.

POLICY:
The invitation to bid for this project clearly states that the City reserves the right to reject any or all bids. The project is funded in part with a federal TAP grant through MODOT under the Local Public Agency (LPA) Program. To comply with the federal grant requirements, the Board should reject all bids and provide rationale for its decision.

SUGGESTED MOTION:
I move to reject all bids opened on July 9, 2015, for the Route 9 Downtown Entryway Project (STP-3301) for the reasons outlined in the policy report and to direct staff to work with the design consultant to prepare options for rebidding the project.

ATTACHMENTS:
1. Bid Tabulation
2. Project Budget

Parkville - Route 9 Downtown Entryway STP-3301(484)

BID TABULATION - July 9, 2015				Engineer's Estimate		Mega Industries Corp.		Agua Fina Irrigation & Landscape, L.L.C.		Gunter Construction Co.	
ITEM NO.	BID ITEM	UNITS	QUANTITY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	MOBILIZATION	L.S.	1	$ 25,000.00	$ 25,000.00	$ 17,500.00	$ 17,500.00	$ 7,576.31	$ 7,576.31	$ 16,750.00	$ 16,750.00
2	REMOVAL OF IMPROVEMENTS	L.S.	1	$ 5,000.00	$ 5,000.00	$ 26,700.00	$ 26,700.00	$ 16,907.80	$ 16,907.80	$ 4,700.00	$ 4,700.00
3	UNCLASSIFIED EXCAVATION	CU. YD.	32	$ 20.00	$ 640.00	$ 18.00	$ 576.00	$ 31.57	$ 1,010.24	$ 35.00	$ 1,120.00
4	EMBANKMENT IN PLACE	CU. YD.	68	$ 80.00	$ 5,440.00	$ 34.00	$ 2,312.00	$ 50.53	$ 3,436.04	$ 29.00	$ 1,972.00
5	CONCRETE CURB RAMP	SQ. YD.	18.8	$ 80.00	$ 1,504.00	$ 125.00	$ 2,350.00	$ 210.05	$ 3,948.94	$ 100.00	$ 1,880.00
6	TRUNCATED DOMES	SQ. FT.	10	$ 20.00	$ 200.00	$ 26.00	$ 260.00	$ 50.51	$ 505.10	$ 23.00	$ 230.00
7	CONCRETE SIDEWALK, 4 IN.	SQ. YD.	70.7	$ 50.00	$ 3,535.00	$ 54.00	$ 3,817.80	$ 84.17	$ 5,950.82	$ 49.00	$ 3,464.30
8	CURB AND GUTTER TYPE A	L.F.	6	$ 30.00	$ 180.00	$ 88.00	$ 528.00	$ 50.51	$ 303.06	$ 110.00	$ 660.00
9	12 IN. PIPE GROUP B	L.F.	23	$ 60.00	$ 1,380.00	$ 42.00	$ 966.00	$ 59.07	$ 1,358.61	$ 78.00	$ 1,794.00
10	12 IN. GROUP B FLARED END SECTION	EA.	2	$ 400.00	$ 800.00	$ 430.00	$ 860.00	$ 151.53	$ 303.06	$ 690.00	$ 1,380.00
11	TURF TYPE TALL FESCUE SODDING	SQ. YD.	1350	$ 6.00	$ 8,100.00	$ 7.00	$ 9,450.00	$ 7.58	$ 10,233.00	$ 7.00	$ 9,450.00
12	TRAFFIC CONTROL SIGNS	EA.	4	$ 500.00	$ 2,000.00	$ 180.00	$ 720.00	$ 315.68	$ 1,262.72	$ 170.00	$ 680.00
13	BANNER BRACKET (SET)	EA.	14	$ 600.00	$ 8,400.00	$ 435.00	$ 6,090.00	$ 313.15	$ 4,384.10	$ 150.00	$ 2,100.00
14	BANNERS	EA.	14	$ 300.00	$ 4,200.00	$ 90.00	$ 1,260.00	$ 313.15	$ 4,384.10	$ 280.00	$ 3,920.00
15	REINFORCED CLASS B CONCRETE	CU. YD.	12	$ 900.00	$ 10,800.00	$ 565.00	$ 6,780.00	$ 530.34	$ 6,364.08	$ 735.00	$ 8,820.00
16	CMU CORE	SQ. FT.	306	$ 20.00	$ 6,120.00	$ 30.00	$ 9,180.00	$ 31.37	$ 9,599.22	$ 26.00	$ 7,956.00
17	VENEER, LIMESTONE	SQ. FT.	235	$ 40.00	$ 9,400.00	$ 66.00	$ 15,510.00	$ 64.27	$ 15,103.45	$ 99.00	$ 23,265.00
18	CAST STONE CAP, BORDER, AND BASE	EA.	3	$ 2,500.00	$ 7,500.00	$ 5,225.00	$ 15,675.00	$ 5,520.87	$ 16,562.61	$ 10,450.00	$ 31,350.00
19	METAL WAVE AND LETTER ASSEMBLY	EA.	1	$ 3,500.00	$ 3,500.00	$ 16,900.00	$ 16,900.00	$ 26,517.09	$ 26,517.09	$ 18,290.00	$ 18,290.00
20	METAL LETTERS	EA.	20	$ 100.00	$ 2,000.00	$ 265.00	$ 5,300.00	$ 198.88	$ 3,977.60	$ 173.00	$ 3,460.00
21	LIGHTING CONTROLLER	EA.	1	$ 10,000.00	$ 10,000.00	$ 6,500.00	$ 6,500.00	$ 7,576.31	$ 7,576.31	$ 6,940.00	$ 6,940.00
22	GATEWAY SIGN LIGHTING SYSTEM	EA.	1	$ 6,000.00	$ 6,000.00	$ 32,500.00	$ 32,500.00	$ 38,116.42	$ 38,116.42	$ 32,900.00	$ 32,900.00
23	MEDALLION	EA.	1	$ 750.00	$ 750.00	$ 1,500.00	$ 1,500.00	$ 7,943.23	$ 7,943.23	$ 1,155.00	$ 1,155.00
24	PRAIRIEFIRE CRABAPPLE (2" CAL)	EA.	3	$ 400.00	$ 1,200.00	$ 418.00	$ 1,254.00	$ 568.22	$ 1,704.66	$ 400.00	$ 1,200.00
25	BLUE PRINCE HOLLY (5 GAL)	EA.	4	$ 50.00	$ 200.00	$ 78.00	$ 312.00	$ 50.51	$ 202.04	$ 75.00	$ 300.00
26	BLUE PRINCESS HOLLY (5 GAL)	EA.	7	$ 50.00	$ 350.00	$ 78.00	$ 546.00	$ 50.51	$ 353.57	$ 75.00	$ 525.00
27	LITTLE HENRY SWEETSPIRE (3 GAL)	EA.	11	$ 50.00	$ 550.00	$ 54.00	$ 594.00	$ 44.20	$ 486.20	$ 52.00	$ 572.00
28	HOME RUN ROSE (3 GAL)	EA.	11	$ 35.00	$ 385.00	$ 54.00	$ 594.00	$ 37.88	$ 416.68	$ 52.00	$ 572.00
29	KARL FOERSTERS REED GRASS (2 GAL)	EA.	29	$ 25.00	$ 725.00	$ 42.00	$ 1,218.00	$ 16.42	$ 476.18	$ 40.00	$ 1,160.00
30	BRIGHT STAR PURPLE CONEFLOWER (1 GAL)	EA.	20	$ 25.00	$ 500.00	$ 26.00	$ 520.00	$ 12.63	$ 252.60	$ 25.00	$ 500.00
31	GOLDSTRUM BLACK-EYED SUSAN (1 GAL)	EA.	33	$ 25.00	$ 825.00	$ 26.00	$ 858.00	$ 12.63	$ 416.79	$ 25.00	$ 825.00
32	MULCH (3 IN.)	CU. YD.	6	$ 75.00	$ 450.00	$ 78.00	$ 468.00	$ 44.20	$ 265.20	$ 75.00	$ 450.00
33	STEEL EDGING	L.F.	70	$ 10.00	$ 700.00	$ 6.50	$ 455.00	$ 3.16	$ 221.20	$ 7.00	$ 490.00
34	RELOCATE STONE SLABS	EA.	10	$ 250.00	$ 2,500.00	$ 119.00	$ 1,190.00	$ 126.27	$ 1,262.70	$ 138.00	$ 1,380.00
				Subtotal - Base Bid	$ 130,834.00	Subtotal - Base Bid	$ 191,243.80	Subtotal - Base Bid	$ 199,381.73	Subtotal - Base Bid	$ 192,210.30

PRIORITIZED ALTERNATE BID QUANTITIES											
ITEM NO.	BID ITEM	UNITS	QUANTITY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
A1	DOWNTOWN MARKERS	EA.	2	$ 12,000.00	$ 24,000.00	$ 21,365.00	$ 42,730.00	$ 15,640.58	$ 31,281.16	$ 16,800.00	$ 33,600.00
A2	IRRIGATION SYSTEM FOR ENTRY SIGN	EA.	1	$ 8,000.00	$ 8,000.00	$ 18,675.00	$ 18,675.00	$ 8,463.88	$ 8,463.88	$ 13,700.00	$ 13,700.00
				Subtotal - Alternates	$ 32,000.00		$ 61,405.00		$ 39,745.04		$ 47,300.00
				Total of Base Bid and All Alternates	$ 162,834.00		$ 252,648.80		$ 239,126.77		$ 239,510.30

Route 9 Downtown Entryway Project Budget		
Revenues	**BUDGET**	
Local Cash (eligible costs)		
General Fund (10)	$ 4,400.00	
Projects Fund (95)	$ 5,825.00	
Magellan Escrow	$ 35,000.00	
		$ 45,225.00
Local Cash (other)		
General Fund (10)	$ 3,934.27	
Fewson Fund (45)	$ 17,500.00	
Projects Fund (95)	$ 9,175.00	
Subtotal - Local Cash		$ 30,609.27
Federal - TE Grant	$ 135,000.00	$ 135,000.00
TOTAL REVENUES		**$ 210,834.27**
Expenses		
Ineligible Costs		
design	$ 26,434.27	
site survey	$ 3,725.00	
MARC administration fee	$ 675.00	
Subtotal - ineligible costs		$ 30,834.27
Participating Costs		
sidewalk	$ 9,639.00	
banner brackets	$ 19,800.00	
entryway sign	$ 55,570.00	
downtown marker(s)	$ 24,000.00	
landscaping and irrigation	$ 25,385.00	
construction administration	$ 25,507.38	
demolition and excavation	$ 3,640.00	
mobilization and bidding	$ 2,400.00	
contingency	$ 14,043.40	
Subtotal - Participating Costs		$ 179,984.78
TOTAL EXPENSES		**$ 210,819.05**
Over/(under)		**$ 15.22**

ITEM 5B
For 07-21-15
Board of Aldermen Meeting

CITY OF PARKVILLE
Policy Report

Date: Thursday, July 16, 2015

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

Reviewed By:
Lauren Palmer
City Administrator

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

BACKGROUND:
Over the past year, business and property owners, members of the Main Street Parkville Association (MSPA) and members of the Parkville Economic Development Council (EDC) have requested the City amend the zoning regulations to restrict offices and non-retail uses in downtown Parkville, particularly those at the street level. Since this issue was previously raised with limited community support, staff directed those interested to demonstrate support from others in downtown. In June the city received a petition from 14 property owners and MSPA delegates requesting that the City pass an ordinance limiting street level uses on Main Street, between the railroad tracks and 2nd Street, to "businesses with a customer service component offering the sale of retail products and/or merchandise." Based on prior communication, primary concerns include weakening the commercial attraction, dead space created with businesses that do not generate foot traffic, parking conflicts, and loss of retail dollars.

The petitioners are requesting that the city undertake the amendment (as opposed to submitting an application for text amendment). They are requesting the amendment be an immediate priority, identifying the issue as time-sensitive due to existing vacancies on Main Street. Meanwhile, to minimize the likelihood of non-retail uses being located in Downtown Parkville, the property owners are voluntarily implementing self-imposed limitations.

As one of many assignments, Community Development Intern Zach Tusinger has researched how other communities may have restricted uses in their downtown districts. In Zach's attached memo, he concludes that solutions vary greatly and appear to be customized to each community's needs. Staff has not invested any additional time or resources since this issue has not previously been assigned as a City priority. Staff is seeking direction from the Board of Aldermen before proceeding any further. If directed to undertake the amendment, next steps would be to work with the petitioners to clarify their intent and craft new language within the existing "OTD" Old Town zoning district, or to create a new zoning district for those two blocks on Main Street. If made an immediate priority, staff anticipates an amendment could be prepared for a September 8, 2015 hearing before the Planning and Zoning Commission. If so, final action could be taken by the Board as soon as September 15, 2015. If not directed to undertake the amendment immediately, this issue could be discussed and addressed as part of the zoning code update, which is already underway.

BUDGET IMPACT:
If the application is submitted by the City, costs for the publication notice will be incurred (estimated at less than $100). With the exception of required codification and enforcement, there is no additional budgetary impact expected.

ALTERNATIVES:
1. Accept the petition and direct staff to make an amendment an immediate priority
2. Accept the petition and direct staff and the City's consultant team to make an amendment as part of the zoning code update
3. Accept the petition and direct staff to add the concern to a list of others to be considered during the zoning code update
4. Accept the petition and take no action
5. Postpone consideration

STAFF RECOMMENDATION:
The amendment has not previously been assigned to staff as a City priority. Staff recommends the Board accept the petition and direct staff to either make an amendment an immediate priority or consider the amendment as part of the zoning code update. If an amendment is to be prepared separately from the zoning code update, staff recommends the Board give direction as to whether the amendment is to be prepared and submitted by the City or is to be made by the petitioners.

PLANNING COMMISSION RECOMMENDATION:
This item has not been considered by the Planning and Zoning Commission.

POLICY:
Per RSMo 89.050 and Parkville Municipal Code, Chapter 483, amendments to the zoning code are to be approved by the Board of Aldermen by ordinance, after the Planning and Zoning Commission considers the amendment at a public hearing and forwards their recommendation.

SUGGESTED MOTION:
I move to receive and file the petition from property owners regarding first floor uses for properties on Main Street; and to direct staff to prepare a zoning text amendment in response to the petition for action by the Planning and Zoning Commission as soon as possible.

ATTACHMENTS:
1. 6-10-15 petition from property owners and Parkville Main Street Association delegates
2. Summary of issue and comparable regulations by Community Development summer intern Zach Tusinger
3. Parkville Municipal Code Chapter 442, *"OTD" Old Town District*
4. City of Overland Park, KS, Chapter 18.320, *MS1 Main Street District 1*
5. City of Mission, KS, Chapter 410, *"MS1" Main Street District 1*
6. City of Weston, MO, Sections 405.145 "H-1" *Historic District*, 405.150, "C-1" *Central Business District*, and 405.180, "C-2-A" *Local Retail Business District*
7. City of Smithville, MO, Section 400.170. "B-4" *Central Business District Use Regulations*
8. Independence, MO, Chapter 14-301 Office and Commercial Districts
9. Aspen, CO, Ordinance No. 25, Series of 2012
10. Saint Charles, MO, Section 400.200. "HCD" Historic Commercial District.
11. Lawrence, KS, zoning code Sections 20-207 through 20-212, and 20-403

6-10-15

As a property owner and/or Main Street Association delegate in the downtown Parkville district, I am in support of the City passing an ordinance whereby future businesses planning on opening in street level space on Main Street between the south boundary of the railroad track to the north boundary of 2nd Street shall be limited to businesses with a customer service component offering the sale of retail products and/or merchandise.

Name	Signature	Address	Phone
Troy Wilson MSPA Chair		106½ main ST	816-587-2701
Deborah J. Worley		16 Main	816-741-2151
Hilary Murray		109 Main	816 225-0636
Guillaume F. Hanriot		112 MAIN	816 587 6767
David Williams			816-868-7988
GREGG HETNA		107 MAIN ST.	816-550-1692
Susan Smith	SUSAN Smith		816-716-6580
	CHRIS COLLINS	MSPA STEERING COMMITTEE	816-584-4161
		MSPA Secretary	785-0306

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As a property owner and/or Main Street Association delegate in the downtown Parkville district, I am in support of the City passing an ordinance whereby future businesses planning on opening in street level space on Main Street between the south boundary of the railroad track to the north boundary of 2nd Street shall be limited to businesses with a customer service component offering the sale of retail products and/or merchandise.

Name	Signature	Address	Phone
Danny Tinsley	Danny Tinsley	6004 NW Hwy 9	816-741-1891
ED BRADLEY	Ed Bradley	10 E FIRST	
Michael Emmick	Michael Emmick	101 Main St.	816-746-7817
Kevin Heaton	KL. Heaton	13-15 MAIN ST	816-505-0389
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CITY OF PARKVILLE ▪ 8880 Clark Avenue ▪ Parkville, MO 64152 ▪ (816) 741-7676 ▪ FAX (816) 741-0013

Memorandum

To: Sean Ackerson, Assistant City Administrator / Community Development Director

From: Zach Tusinger, Community Development Intern

Date: Thursday, July 16, 2015

RE: Restrictions on Non-Retail and Residential Uses in Downtown

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Issue: Non-Retail Uses on Main Street
The Main Street Parkville Association (MSPA) has lobbied the City of Parkville (the City) to create a zoning text amendment to limit uses for first floor store fronts on Main Street to retail and service uses. Recently a few office spaces have moved into store fronts on Main Street and property and business owners have expressed concerns that these uses take up parking spaces that would otherwise be available to retail customers while at the same time creating 'dead spaces' that do not attract customers, and not contributing to a vibrant and thriving commercial district that attracts people to downtown Parkville.

Any amendments to current downtown zoning regulations must be careful to not accidentally be too broad and exclude non-retail uses that would normally be favorable to downtown districts like Parkville's. Since an amendment would limit potential leases, widespread support from property owners and businesses is desired. Indeed, much support already exists as evidenced by a petition presented to the City by the MSPA.

A widespread zoning code update for the entire City of Parkville is in its beginning stages and this issue would naturally be addressed there. However, there is concern that in the interim more office uses may relocate to downtown thus grandfathering those properties and businesses in as preexisting nonconforming uses. To that extent, many of the property owners have identified this as a top priority for the City to address and, in the interim, are voluntarily restricting leases to uses other than offices.

Current Downtown Zoning
Before discussing possible changes to downtown's zoning regulations, a thorough review of current zoning use regulations for downtown Parkville is necessary. Currently, zoning downtown is regulated by Chapter 442 "OTD" Old Town District. The purpose of the OTD is twofold: to maintain and enhance the character of the commercial portion of the urban core while also providing for new development within the immediate OTD area. Additionally, it is stated that the district "shall be used primarily for light retail business with accessory office and residential uses."

Under Permitted Uses in §442.015.A, a variety of retail and service uses are specifically allowed. Examples specifically listed include dress shops, watch and bicycle shops, bakeries,

photo studios, banks, beauty parlors, dry cleaners, restaurants, hardware stores, florists, antique stores, art galleries, churches, bed and breakfasts, and miniature golf courses. These would seem to be the types of uses that the OTD was specifically set up to protect and promote.

Currently §442.015.A.3 also allows for office uses in the OTD. Specifically, it permits "offices and office buildings, including medical and dental clinics." Whether medical and dental clinics, and other offices of this type, are of the nature being considered for exclusion from Main Street in the OTD is unknown at this time. It is presumed that offices that are of a more administrative nature that do not generate significant foot traffic in the OTD are what is being considered for exclusion or limitation by the MSPA. Modifying the language of §442.015.A.3 might be the simplest way to address the concerns. The question then becomes how to modify it and whether any other sections need to be modified.

It should be noted that there is currently a zoning provision allowing for residential dwelling units in the OTD (§442.015.A.13) "when located within a structure that contains retail space on the street level." This provision may be a model for limiting office space to upper levels or rear portions of structures.

The OTD also places restrictions on uses for the crafting, assembly, and light manufacturing of goods (§442.015.A.14). These uses are allowed as an accessory use, secondary and complementary to primary retail commercial, personal service, or office use allowed in the OTD. The purpose of these provisions is to preserve the street level attraction and activity of the OTD. Like the provisions placing limitations on the street level, this may also serve as a framework for limitations on street level front office uses.

Other Cities and Their Solutions

A variety of cities, both locally and across the country, have addressed similar concerns to varying degrees and for varying reasons. Some local cities have introduced and refined their zoning provisions calling for retail sales of goods and services, specifically excluding other uses that are found in other commercial districts, namely offices. Other cities, in states such as Colorado or California, have implemented emergency ordinances that have had the effect of limiting offices in downtown commercial districts. Following are summaries of other downtown districts that have been identified as comparable to downtown Parkville or which have implemented limitations on non-retail uses.

Overland Park, KS

Overland Park has a relatively small downtown area. It has implemented "MSD-1" Main Street District 1 zoning in a small section of its downtown, comparable with Parkville's Main Street. The purpose of MSD-1 is to provide for the majority of retail uses, while encouraging an active streetscape with a pedestrian-friendly shopping environment. The language of the MSD-1 specifically allows banks and other service-oriented uses as well as the usual shops, restaurants, and other active uses. MSD-1 specifically bars first floor offices from the district, prohibiting them unless they were already in continuous use as an office. Language from the MSD-1 zoning provisions could be incorporated into any amendment that Parkville makes to its OTD zoning district.

Mission, KS

Mission uses very similar language and structure to Overland Park's with perhaps more detail and examples of what is specifically allowed and not allowed. Mission's version, "MS1" Main Street District 1, specifically prohibits medical offices, law firms, architects, photographers, travel agencies, and the like. Any revisions or additions to Parkville's code could diverge from

Mission's specifically prohibited or allowed uses. If applied in Parkville, these restrictions would disallow some uses currently existing in Downtown Parkville, including the photographer, investment services, counseling, consultants, and other office uses.

Weston, MO
It appears that the majority of Weston's downtown area is zoned as "H-1" Historic District or "C-1" Commercial District, both of which allow office uses. As Weston has a significant amount of tourism in its historic downtown, it would seem that the 'non-retail downtown concern' either isn't an issue in Weston or has largely been resolved by the market.

Weston also has a zoning district in its code designated as the "C-2-A" Local Retail Business District. This district seems to be intended more for small, neighborhood-level retail uses, but it could possibly be used as an example for any updates or modifications of Parkville's zoning code. The C-2-A district allows general retail businesses, churches, and bed and breakfasts (as well as single-family dwellings, hence the local/neighborhood intent).

Smithville, MO
Similar to Weston, Smithville has several different types of commercial districts that allow for various uses and restrictions pertaining to offices and other uses. Smithville has a "B-4" Central Business District that includes retail and service uses and certain office uses, such as doctors, accountants, lawyers, travel agencies, and the like. Unlike the B-4 district, the "B-1" Neighborhood Business District (similar to Weston's C-2-A) prohibits office uses but specifically allows retail and service uses..

Independence, MO
While Independence has multiple types of commercial districts, according to Independence's use table, all the commercial district types allow office uses. This may partially be because Independence is a traditional center of Jackson County government and has a long history with governmental and legal offices in its central business district. A drive around downtown Independence will readily present numerous office examples, particularly law offices.

Aspen, CO
Looking outside the Kansas City Metro, Aspen, Colorado approved an ordinance in November 2012 providing that retail and restaurants should only be allowed on the ground floors while office, lodging, and housing are allowed on upper floors. Office uses are also allowed on first floors so long as they are located in spaces set back a certain amount from the street and located behind the front-most facing facades. As Aspen is decidedly a high-end tourist destination, with limited space to expand in its mountainous setting, the comparisons between Aspen and Parkville can only go so far. But the goals of creating a more lively and vibrant street space for locals, and for tourists, are the same.

Saint Charles, MO
St. Charles is known for its quaint downtown area filled with shops and restaurants. The St. Charles code uses a district known as "HCD" Historic Commercial District. The focus here is on a low intensity mixture of retail shopping, personal service, residential, and lodging uses. While the focus of the district is on retail, it allows for the types of offices that generate some degree of foot traffic or that would normally be found in historic downtown areas: accountants, engineers, architects, lawyers, investment agencies, and insurance agencies. This on the whole may be a bit broader than what Parkville is considering, but it is another option.

Lawrence, KS
Lawrence has a thriving downtown filled with shops and restaurants oriented along a single primary street, Massachusetts. Lawrence has a variety of commercial district types in its zoning code including: “CN1” Inner Neighborhood Commercial, “CN2” Neighborhood Commercial, “CO” Office Commercial, “CD” Downtown Commercial, “CC” Community Commercial, and “CR” Regional Commercial. According to the commercial use table, office uses are allowed in most of these districts. In Lawrence, the CD is the most comparable to the OTD zoning in downtown Parkville. Financial, insurance & real estate offices are prohibited in CD, CC, and CR. Administrative, professional, financial, insurance, real estate, payday advance, and title loans are specifically allowed in all the others.
Other Regional Cities
Other regional cities that were looked at included: Olathe, Lee’s Summit, Liberty, Columbia, Lenexa, Kirkwood, Blue Springs, Belton, and Grandview. None of these cities appeared to address the issue of limiting non-retail uses in their downtown areas in their city’s codes.

Conclusion
Moving forward, Parkville and the MSPA could either modify the OTD uses, which would apply to the entire OTD, or create a new district type just for the two blocks or so of Main Street that would be largely identical to the OTD except incorporating some further use restrictions similar to those in some of the cities above. The example zoning district from St. Charles, while broad, probably provides the greatest flexibility. More specifically delineated and more rigid are the examples from Overland Park and Mission. Before any official measures are taken, additional feedback is needed from downtown property owners and tenants.

The next steps would include gathering more information from the MSPA. Determining what Main Street’s specific concerns are is the first priority. Broader concerns may include parking, an active and engaging pedestrian experience, and/or other possible considerations. Once the concerns have been narrowed down, identifying the specific uses that Main Street would like to see disallowed would be the following step. As part of defining the specific uses to be disallowed or allowed downtown, clarifying phrases like “customer service component” is necessary to allow the regulations to be clearly understood and applied uniformly. Specificity in what this means and, in turn, what uses should ultimately be allowed in this part of downtown must ensure consistency and clear guidelines and expectations for Parkville landowners and proprietors, current or future.

Should Parkville decide to pursue a solution to this issue by amending the zoning codes, it has a variety of options. For one, it could closely follow one of the examples mentioned above. But Parkville could also chart its own course by borrowing pieces of these different codes to craft a solution that fits the specific needs of downtown.

City of Parkville, MO
Tuesday, June 30, 2015

Chapter 442. "OTD" Old Town District

Section 442.010. Purpose.

[Ord. No. 1963 §1, 7-24-2001]

A. The regulations set forth in this Chapter, or set forth elsewhere in this Title, when referring to in this Chapter, are the regulations in the "OTD" Old Town District.

B. Based on an evaluation of the community, it has been determined that a new district is needed to help preserve, maintain and enhance the character of the commercial portion of the urban core while also providing for new development within the immediate area. This new designation, entitled the Old Town District, has been created out of a necessity to satisfy these two (2) conditions within one (1) zoning district. Differing levels of maintenance and adaptive uses have gradually altered the occupancies of the area.

C. Land in this district shall be used primarily for light retail business with accessory office and residential uses. Areas designated within this district should abut upon residential, "B-4", "I-1" or abut upon an intersection of streets upon which one (1) of such districts also may abut.

Section 442.015. Permitted Uses.

[Ord. No. 1963 §1, 7-24-2001; Ord. No. 2480 §1, 4-21-2009]

A. *Permitted Uses.*

1. Display room for merchandise to be sold on order where merchandise sold is stored elsewhere.

2. Dressmaking, tailoring, shoe repairing, repair of household appliances, watches and bicycles, dry cleaning and pressing and bakery, with sale of bakery products on the premises, and other uses of a similar character; provided that no use permitted in this item may occupy more than two thousand five hundred (2,500) square feet of floor area.

3. Offices and office buildings, including medical or dental clinics.

4. Personal service uses including barber shops, banks, beauty parlors, photographic or artists' studios, messengers, taxicabs, newspaper or telecommunication services, dry cleaning receiving station, restaurants, (but not drive-in restaurants), undertaking establishments, and other personal service uses of a similar character.

5. Retail stores, including florist shops and meat markets, but there may be no slaughtering of animals or poultry on the premises.

6. Specialty food shops not exceeding five thousand (5,000) square feet.

7. Hardware or craft stores not exceeding five thousand (5,000) square feet.

8. Antique stores, bookstores or art galleries.

9. Bed and breakfast.

10. Churches and parish halls, temples, convents and monasteries.

11. Colleges and schools, public or private, having a curriculum and conditions under which teaching is conducted equivalent to a public school and institutions of higher learning.

12. Miniature golf courses.

13. Residential dwelling units, when located within a structure that contains retail space on the street level.

14. Crafting, creation, assembly and light manufacturing of arts, crafts, retail goods and similar items as an accessory use to and for sale from a primary retail or service use permitted in the Old Town District and subject to the following additional use limitations:

    a. Accessory crafting, creation, assembly and light manufacturing uses shall be subject to approval of a development plan by the Board of Aldermen following recommendation by the Planning Commission in accordance with Section **442.025**.

    b. No accessory crafting, creation, assembly and light manufacturing use shall be approved unless it is found that said accessory use will not create any more offensive noise, vibration, dust, heat, smoke, odor, glare, traffic or other objectionable influences than the minimum amount normally resulting from retail commercial, personal service or office uses in the Old Town District.

    c. Accessory crafting, creation, assembly and light manufacturing uses shall be secondary and complementary to the primary retail commercial, personal service and office uses of the Old Town District.

    d. In order to preserve the street level attraction and activity of the Old Town District, accessory crafting, creation, assembly and light manufacturing uses shall be restricted from the front half of street level building floors, except as permitted through a conditional use permit. In no case shall an accessory crafting, creation, assembly and light manufacturing use occupy a street level storefront unless it is found that said use is visible to the public and creates an attraction equal or greater to that of a retail use.

    e. Accessory crafting, creation, assembly and light manufacturing uses shall not occupy more than fifty percent (50%) of the gross square footage of the combined area of the primary and accessory use.

    f. Accessory crafting, creation, assembly and light manufacturing uses shall not restrict or limit hours of operation, parking, loading, unloading, trash disposal or other activities associated with the primary retail commercial, personal service and office uses in the Old Town District.

    g. New construction, renovation or other improvements required to accommodate accessory crafting, creation, assembly and light manufacturing uses shall be visually secondary to the primary use, complementary and compatible with the architecture of the rest of the building and complementary to the established character of the Old Town District.

15. Accessory buildings and uses.

16. Other uses deemed appropriate to the character of the "OTD-B" District and as recommended by the Planning Commission and approved by the Board of Aldermen.

B. All of the foregoing uses are permitted in existing structures. New construction or exterior alterations

are permitted only upon the review of the Planning Commission and approval of the Board of Aldermen in each specific instance, after consideration of the location of such use with relation to the adjacent residential area, traffic burden, noise, lights and other factors in keeping with Chapter **442**.

Section 442.020. Prohibited Uses.

[Ord. No. 1963 §1, 7-24-2001]

A. Certain uses have been identified as being incompatible with the character and context of the "OTD-B" District. Those uses that are deemed detrimental due to such factors as dust, odor, noise, lights, traffic burden or size are prohibited. Such uses include, but are not limited to:

1. Facilities or shops for small equipment or small engine rentals or repair.
2. Outdoor storage of commercial vehicles or equipment, or any storage of heavy equipment, such as road-building or excavating equipment. Indoor storage of commercial vehicles and equipment shall be fully enclosed and not visible from the public right-of-way or abutting properties.
[Ord. No. 2760 §§1 — 2, 6-17-2014]
3. Drive-through restaurants.
4. Convalescent center.
5. Adult business.
[Ord. No. 2659 §8, 11-20-2012]
6. Animal care.
7. Auditorium or stadium.
8. Car wash.
9. Construction sales and service.
10. Heliport.
11. Kennel.
12. Mobile home sales.
13. Recreational vehicle park.
14. Rendering or slaughtering of animals or animal products.
15. Vehicle and equipment sales.
16. Warehouse/residential storage.
17. Other uses deemed inappropriate to the character of the "OTD-B" District as determined by recommendation of the Planning Commission and the Board of Aldermen.

Section 442.025. Plan.

[Ord. No. 1963 §1, 7-24-2001]

A. Before beginning any project in the "OTD-B" District, an applicant shall schedule a preapplication meeting with City staff to discuss the proposed project and the requirements for review and approval.

B. Prior to the commencement of exterior structural alteration or construction of any structure within the district for any of the uses provided for above, a plan shall have been submitted to and recommended by the Planning Commission and approved by the Board of Aldermen. The plan shall contain maps, diagrams and text that contains the following items:

1. Name, address and phone number of land planners, land surveyors, engineers, architects and landscape architects preparing the plan.
2. Delineation of sufficient surrounding area to demonstrate relationship of the proposed usage to adjoining uses, both existing and proposed.
3. Existing topographic character, performed by a licensed land surveyor in the State of Missouri, of the site with no greater than two (2) foot contour intervals. After preapplication review, City staff may reduce the contour interval to five (5) foot intervals if it is determined that sufficient information will be provided.
4. Boundary survey, performed by a licensed land surveyor in the State of Missouri, showing measurements and legal description.
5. Proposed land uses, including public areas and open spaces and the location of buildings and other structures.
6. Setbacks in the "OTD-B" District may be modified by the plan if recommended by the Planning Commission and approved by the Board of Aldermen.
7. The location of parking areas and size thereof showing ratio to structure to be installed to serve the proposed usage.
8. An explanation of the character of the proposed usage including hours of the day when such usage will be open to the public.
9. Preliminary sketches depicting the general style, size, materials and colors of the building. Sketches shall include elevations for all parts of the building visible from public rights-of-way.
10. A circulation diagram indicating the proposed movement of vehicles, goods and pedestrians within the area to be devoted to the proposed usage, to and from existing thoroughfares and a delineation of proposed driveways to and from such thoroughfares. A supplemental traffic study may be required as determined by the City.
11. Any special engineering features and traffic regulation devices proposed to be installed to facilitate or ensure the safety of this circulation pattern must be shown.
12. A plan of landscaping and tree planting, if any. The maximum height of existing or proposed buildings and the grade on which any proposed building will be constructed. Also, any proposed grading or change of the topographic character of this site.
13. A detailed plan of lighting for the area.
14. The applicant must address stormwater management, erosion control, floodplain and other development issues as required by existing City ordinances.

Section 442.030. Time Limit.

[Ord. No. 1963 §1, 7-24-2001]
The construction of both the structures and necessary grading, landscaping and planting of trees, if any, shall be started within eighteen (18) months of the effective date of the review of the Planning Commission

and approval of the plan by the Board of Aldermen. Failure to begin the development of the plan within said eighteen (18) months shall automatically void the development plan unless, upon application by the applicant, the Board of Aldermen may deem it desirable to extend the eighteen (18) month period for such additional period as the Board of Alderman shall deem proper under the circumstances.

Section 442.035. Changes in Plan.

[Ord. No. 1963 §1, 7-24-2001]
If any change is desired in the plan as submitted, either during construction or in use thereinafter, then such change shall only be made after review by the Planning Commission and approval by the Board of Aldermen.

Section 442.040. Prior Use May Be Continued.

[Ord. No. 1963 §1, 7-24-2001]
Nothing in this Chapter shall be construed as limiting the continued lawful usage of the land for the same purpose it is now being used.

Section 442.045. Height, Area and Bulk Regulations.

[Ord. No. 1963 §1, 7-24-2001]

A. *Commercial Uses And Mixed-Use Buildings.*

1. *Minimum lot area:* One thousand five hundred (1,500) square feet.
2. *Minimum lot width:* Twenty (20) feet at front setback line.
3. *Minimum lot depth:* Seventy-five (75) feet
4. *Yard dimensions.*
   a. *Front yard.*
      (1) *Minimum:* Zero (0) feet.
      (2) *Maximum:* Ten (10) feet.
      (3) *Variation:* No more than twenty-five percent (25%) of adjacent buildings.
   b. *Side yard (each side):*
      (1) *Minimum:* Five (5) feet; zero (0) feet if attached to adjacent building.
   c. *Rear yard:*
      (1) *Minimum:* Zero (0) feet; twenty (20) feet if abutting an existing residential use
5. *Maximum building height:* Forty-five (45) feet, finished first (1st) floor must be level with sidewalk.
6. *Maximum building coverage (based on square footage of the lot):*
   a. 1,500-3,999 100%
   b. 4,000-9,999 85%

c. 10,000 and up 70%

7. *Minimum permeable surface (based on square footage of the lot):*

a. 1,500-3,999 0%

b. 4,000-9,999 5%

c. 10,000 and up 15%

8. *Minimum interior yards:* Fifteen (15) feet (open space between buildings on the same lot).

9. *Off-street parking:* Located in rear or side yards.

B. *Community Facilities And Institutional And Religious Buildings.*

1. *Minimum lot area:* Four thousand (4,000) square feet.

2. *Minimum lot width:* Fifty (50) feet at front setback line.

3. *Minimum lot depth:* One hundred (100) feet.

4. *Yard dimensions.*

a. *Front yard.*

(1) *Minimum:* Ten (10) feet.

(2) *Maximum:* Twenty-five (25) feet.

(3) *Variation:* No more than twenty-five percent (25%) of adjacent buildings.

b. *Side yard (each side).*

(1) *Minimum:* Five (5) feet; zero (0) feet if attached to adjacent building.

c. *Rear yard.*

(1) *Minimum:* Twenty (20) feet.

5. *Maximum building height:* Forty-five (45) feet, (steeples or decorative towers may be up to seventy-five (75 feet).

6. *Maximum building coverage (based on square footage of the lot):*

a. 4,000-9,999 s.f. 85%

b. 10,000-19,999 s.f. 70%

c. 20,000 and up s.f. 60%

7. *Minimum permeable surface (based on square footage of the lot):*

a. 4,000-9,999 s.f. 5%

b. 10,000-19,999 s.f. 15%

c. 20,000 and up s.f. 20%

8. *Minimum interior yards:* Fifteen (15) feet (open space between buildings on the same lot).

9. *Off-street parking:* Located in rear or side yards.

Section 442.050. Design Guidelines.

[Ord. No. 1963 §1, 7-24-2001]

A. When reviewing a plan, the Planning Commission and the Board of Aldermen should determine the compatibility of the proposed development with adjacent buildings, structures and uses. The following criteria should be used to determine if the development is appropriate for the site on which it is proposed.

1. As a general rule, building setbacks must include consideration of already established setbacks of adjacent buildings.
2. A building must incorporate architectural styles, design features, building materials and colors complimentary to those used in surrounding buildings.
3. As a general rule, buildings must maintain similar base courses, cornice lines and horizontal lines of windows complementary to those used in surrounding buildings.
4. Buildings greater than one (1) story should clearly delineate the boundary between each floor of the structure through belt courses, cornice lines or similar architectural detailing.
5. Buildings should be located to front towards and relate to public streets and public ways. Buildings should not be oriented to front toward a parking lot.
6. As a general rule, buildings must be designed to create street level interest and pedestrian activity. Doorways, covered walkways, windows, and other street level ornamentation should be incorporated to create pedestrian scale and inviting spaces.
7. Buildings must not have long, monotonous, uninterrupted walls or roof planes visible from the street or other public rights-of-way. Building walls more than fifteen (15) feet in length must include elements that add architectural interest and variety such as projections, recesses, offsets, windows, painted features or blank window openings trimmed with frames, sills or lintels.
8. Facades visible from the public right-of-way should be architecturally emphasized through the arrangement of windows, entrance treatments and details.
9. Building entrances and storefronts must face the street and/or public ways. All entrances must be defined and articulated by architectural elements such as lintels, pediments, pilasters, columns, porticoes, porches, overhangs, or other elements as appropriate. Public right-of-way shall be unobstructed to a height of seven (7) feet.
10. Light fixtures attached to the exterior of buildings should be compatible with the style, materials, colors and details of the building and the character of the district.
11. All mechanical equipment and trash enclosures must be thoroughly screened from view from the public right-of-way and adjacent properties by the use of walls or landscaping. If landscaping is used, it shall hide the mechanical equipment completely and should consist of evergreen varieties.
12. Walls and fences should be architecturally compatible with the style, materials and colors of the principal building on the same lot. Fence types may include: wood, wrought iron, brick, stone or other similar material. Chain link, woven wire or other similar metal fences are not appropriate.

Section 442.055. Signs.

[Ord. No. 1963 §1, 7-24-2001; Ord. No. 2234 §1, 1-17-2006; Ord. No. 2287 §1, 9-19-2006]

A. *General Provisions.* The general provisions for signs in the Old Town District are contained in Chapter **463**, Article **I** of this Title.

B. *Permits And Fees.* Requirements for permits and fees for signs in the Old Town District are contained in Chapter **463**, Article **II** of this Title.

C. *Construction And Maintenance Regulations.* The construction and maintenance regulations for signs in the Old Town District are contained in Chapter **463**, Article **III** of this Title.

D. *Restrictions On Signs Within Zoning Districts.* With the exception of prohibited signs and permitted sign regulations, which are contained herein, restrictions on signs in the Old Town District are contained in Chapter **463**, Article **IV** of this Title.

E. *Permitted Signs.*
[Ord. No. 2545 §1, 7-20-2010]

1. *Projecting signs.*

   a. Number: one per public street frontage.

   b. Size: sign board up to nine (9) square feet.

   c. Location: mounted to wall surface. Ground floor businesses to mount a minimum of ten (10) feet above abutting public sidewalks or ways and not higher than fifteen (15) feet or the sill of any second story window. Projection from building shall not exceed three (3) feet. Separation from building shall not exceed six (6) inches. Upper floor businesses to mount above fifteen (15) feet or the sill of the lowest second story window and not above any roofline, eave or parapet.

   d. Materials: wood, metal or similar durable materials.

2. *Wall, awning, door and window signs.*

   a. Number: no maximum number of signs, but the combined square footage shall not exceed total square footage below.

   b. Total square footage: five-percent coverage of the ground floor or upper story facade up to forty (40) square feet. Where a single space is shared by multiple tenants, the square footage may be divided among multiple signs. Total square footage shall be exclusive of any permitted temporary signs and one sign indicating whether a business is opened or closed and not exceeding three (3) square feet.

   c. Size.

      (1) Walls: The total coverage for any wall shall be the lesser of five percent (5%) of the facade or twenty-four (24) square feet for facades seven hundred fifty (750) square feet or less and five percent (5%) of the facade or forty (40) square feet for buildings over seven hundred fifty (750) square feet.

      (2) Awnings: The total coverage for any single awning shall be twelve (12) square feet.

      (3) Doors: Total coverage for any one door shall be the lesser of twenty-five percent (25%) or five (5) square feet.

      (4) Windows: The total coverage for any one window shall be the lesser of twenty-five percent (25%) or twelve (12) square feet.

   d. Location: applied or attached flush to the surface. Shall not project greater than six (6) inches. The maximum height for ground floor businesses shall be fifteen (15) feet. Signs for

upper story businesses to be mounted above fifteen (15) feet or the sill of the lowest second story window and not above any roofline, eave or parapet.

e. Materials: Signs applied to glass, canvas or fabric must be silk screened, applied vinyl, hand painted or similar. No etching shall be allowed. Signs hung, mounted or attached to the building or building facade must be wood, metal, or similar durable and rigid material.

3. *Building directory.*

a. Number: Where multiple businesses share one public entrance, stairway or similar access, one directory shall be allowed.

b. Size: up to four (4) square feet and not to exceed one (1) square foot per business listed.

c. Location: to be mounted next to the shared public entrance, stairway or similar access. To be mounted at eye level. Shall not project greater than six (6) inches.

d. Materials: wood, metal, glass or similar durable and rigid materials.

4. *Handbills and similar announcements.*

a. Number: no maximum number, subject to the following.

b. Size: shall not exceed two (2) square feet; the total area occupied shall not exceed twenty-five percent (25%) of any door or window.

c. Location: to be displayed inside any ground floor door or window. Shall not be stapled or otherwise affixed to any exterior portion of a building.

d. Other requirements: shall not be used to advertise goods or services available on site. Duplicate copies of the same handbill or announcement shall not be displayed.

5. *Directional signs.*

a. Number: one (1) per business or building facing a rear parking lot.

b. Size: up to two (2) square feet.

c. Location: at the entrance to the rear parking lot.

d. Materials: wood, metal, or similar durable and rigid material.

6. *Sandwich board.*

a. Number: one per ground floor business.

b. Size: up to five (5) square feet.

c. Location: the signs shall be located on the same lot as the business and shall not interfere with pedestrian circulation, parking or other similar functions.

d. Materials: wood, metal, or similar durable and rigid material.

e. Other requirements: Headings and all non-changing text shall be professionally applied. All changeable text may be handwritten. All sandwich boards shall be removed at the end of the business day.

7. *Wall-mounted menu board.*

a. Number: one per ground floor restaurant, cafe or other similar food serivce.

b. Size: up to three (3) square feet.

c. Location: at the main entrance to the building. To be mounted at eye level.

d. Materials: display cases consisting of wood, metal, glass and similar durable and rigid material.

e. Other requirements: Headings and all non-changing text shall be professionally applied. All changeable text may be handwritten.

F. *Signs Permitted By Special Exception.*
[Ord. No. 2545 §1, 7-20-2010]

1. *Corner-mounted projecting signs.*

a. Conditions: allowed for ground floor businesses on corner lots when said sign is mounted so as to be visible from both street frontages. Corner-mounted projecting signs shall in lieu of projecting signs on the other street frontages.

b. Number: one (1) per business on a corner lot.

c. Size: sign board up to eighteen (18) square feet.

d. Location: mounted to wall surface. Ground floor businesses to mount a minimum of ten (10) feet above abutting public sidewalks or ways and not higher than fifteen (15) feet or the sill of any second story window. Projection from building shall not exceed five (5) feet. Separation from building shall not exceed one (1) foot.

e. Materials: wood, metal or similar durable materials.

2. *Freestanding signs.*

a. Conditions: Building must be set back a minimum of five (5) feet from the street right-of-way. The sign shall be architecturally compatible with the style, composition, materials, colors and details of the building. The sign shall not be internally illuminated. The sign shall not be illuminated between the hours of 12:00 Midnight and 5:00 A.M. Any exposed lighting source shall be directed away from nearby residential uses using a cutoff shield or other device to eliminate off-site glare/spillover.

b. Number: one (1) per business.

c. Size: sign board up to ten (10) square feet. Structure up to thirty (30) square feet.

d. Width: sign board up to five (5) feet in width.

e. Height: top of signboard, posts or supporting elements up to eight (8) feet from the ground to which it is attached. If the ground slopes, the height shall be determined to be the mean height of the signboard. Top of the signboard or of any posts or other supporting elements up to ten (10) feet above the mean grade of the abutting street (generally determined to be the height of the sidewalk), unless otherwise excepted. Exceptions shall be subject to demonstrated necessity arising from the specific conditions of each site and development.

f. Location: minimum of five (5) feet outside any abutting street right-of-way. The sign shall not interfere with any required pedestrian or vehicular circulation, shall not be located or extend into any required sight triangle, nor obstruct vision at an intersection or point of ingress or egress to the property. The freestanding signboard or sign structure shall not be placed or extend into any street, street right-of-way or private property other than the property on which the business or establishment advertised is located.

g. Materials: wood or equivalent durable material with stone, metal or brick accents.

G. *Prohibited Signs.*
[Ord. No. 2545 §1, 7-20-2010]

1. Signs employing mercury vapor, low-pressure and high-pressure sodium and plastic panel rear-lighted signs.
2. Signs on roofs and dormers.
3. Billboards.
4. Pole signs.
5. With the exception of permitted temporary signs, signs using paper, cardboard, corrugated plastic or similar non-durable material.

Section 442.060. Landscaping.

[Ord. No. 1963 §1, 7-24-2001]

A. A landscape plan shall be required for all areas of a site not occupied by buildings.

B. Landscaping shall be considered an integral part of the overall development.

C. All off-street parking areas shall provide a landscape buffer from adjacent properties and the public right-of-way.

Section 442.065. Sidewalks.

[Ord. No. 1963 §1, 7-24-2001]

A. A sidewalk network shall be provided throughout the development that interconnects all dwelling units with other units, non-residential uses, and common open space. Sidewalks shall:

1. Promote pedestrian activity within each site and throughout the development;
2. Be separate and distinct from motor vehicle circulation to the greatest extent possible;
3. Provide a pleasant route for users;
4. Be of barrier-free design to the greatest extent possible;
5. Be constructed of brick, concrete, colored/textured concrete pavers, concrete containing accents of brick, or some combination thereof that is compatible with the style, materials, colors, and details of the surrounding buildings;
6. Be raised and curbed along buildings and within parking lots, where suitable;
7. Be in character with the color, texture and materials of the adjacent sidewalk/pathway within the Old Town District. Rehabilitation of sidewalk/pathways shall also maintain the standards set forth for the Old Town District.

Section 442.070. Parking Regulations.

[Ord. No. 1963 §1, 7-24-2001]
The parking regulations for permitted uses are contained in Chapter **460** of this Title. Generally, off-street parking is not required for existing uses within the "OTD-B" District. Where new uses will create a significant need for parking, off-street parking may be required and must be addressed in the plan submittal.

Section 442.075. Off-Street Loading Regulations.

[Ord. No. 1963 §1, 7-24-2001]
The off-street loading regulations for permitted uses are contained in Chapter **465**.

Section 442.080. Supplementary Use Regulations.

[Ord. No. 1963 §1, 7-24-2001]
Supplementary use regulations are contained in Chapter **470**.

Section 442.085. Supplementary Height, Area and Bulk Regulations.

[Ord. No. 1963 §1, 7-24-2001]
Supplementary use regulations are contained in Chapter **475**.

Chapter 18.320
MS1 MAIN STREET DISTRICT 1

Sections:

18.320.010 Statement of intent
18.320.020 Permitted uses
18.320.030 Height and area regulations
18.320.040 Parking regulations
18.320.050 Development and performance standards

18.320.010 Statement of intent

The zoning of property as MS1 – Main Street District 1, is intended to provide development opportunities consistent with the existing character within the core of Downtown Overland Park. Downtown Overland Park is the original commercial district within the City. The majority of buildings in the core of downtown have been constructed to the public right-of-way. Public parking lots are available and on-street parking is present to serve the downtown businesses. The result is a character unique to downtown that is not found elsewhere in the City. This District provides for the majority of retail uses, while encouraging an active streetscape with a pedestrian friendly shopping environment. This district restricts automobile oriented uses, and does not allow offices on the ground floor level. The district is also intended to allow multi-story buildings, with office and residential uses above the ground floor level. In addition, the district is intended to allow flexibility from the normal development standards found elsewhere in the City.
(History: Ord. ZRR-2343 §63, 2002)

18.320.020 Permitted uses

No building, structure, land or premises shall be used, and no building or structure shall be hereafter erected, constructed, reconstructed, moved or altered, except for one or more of the following uses, subject to the development and performance standards set forth in Section 18.320.050:

A. Any use permitted in Section 18.260.020(B).

B. Retail sale of goods and services including or similar to the following, but excluding any use specifically listed in District C-3:

Banks;
Dry cleaners;
Business machine services (including photocopy, telefacsimile, computer and data processing);
Communication & specialty electronics;
Department stores;
Glass;
Medical equipment;
Office equipment;
Theaters, movie and stage;

Rental or leasing of furniture and home furnishings.

C. Clubs and drinking establishments.

D. Arcades, operated in conjunction with clubs or drinking establishments.

E. Entertainment or recreational uses, but excluding those that require a special use permit.

F. Publicly owned parking lots.

G. Public parks and playgrounds, including public recreation or service buildings and publicly owned swimming pools.

H. Publicly owned and operated community buildings, museums, and libraries.

I. Offices and services as outlined in District C-O; and except as otherwise permitted above, are prohibited except under the following circumstances:

1. Where the prior use of any building or tenant space was for an office use, then the same building or tenant space may continue to be used for an office use regardless of the time the space was vacant.
2. Where the prior use of the building or tenant space was for any permitted use in this Section except for offices or services, as outlined in District C-O, then a new office use shall only be permitted if the building or tenant space has been vacant for a minimum of three months, and an Administrative Extension Use Permit has been approved by the Director of Planning and Development Services. An application for an Administrative Extension Use Permit shall include a letter from the building owner indicating a desire to lease a tenant space to an office user, documentation including newspaper clippings of advertisements, evidence that signs were posted in the windows of the tenant space, and a statement from the Downtown Overland Park Partnership confirming that the partnership was notified of the vacancy at least three months prior to the application for the Administrative Extension Use Permit. The Director shall approve an Administrative Extension Use Permit if the submittal requirements outlined above have been satisfied, and the Director determines that a good-faith effort has been made to lease the tenant space to a retail tenant for at least three months. Any denial of an application for an Administrative Extension Use Permit may be appealed by the building owner to the Governing Body.

J. In addition to the uses listed above, the following uses are permitted above and below the ground floor level:

Any use permitted in C-0;
Dwellings.

K. Accessory uses as provided in Chapter 18.390.
(History: Ord. ZRR-2343 §63, 2002)

18.320.030 Height and area regulations
The maximum height of buildings and provisions for yards shall be as follows, except as otherwise provided in Chapter 18.420:

A. Maximum height -- not exceeding three stories.

B. Front build-to line –zero.

C. Side yards:

1. Where a side yard abuts a public street, the build-to line shall be zero.

2. For side yards not adjacent to a public street, the build-to line shall be zero, at the front building line. Behind the front building line, there is no stated requirement.

D. Rear yards -- No rear yard is required.
(History: Ord. ZRR-2343 §63, 2002)

18.320.040 Parking regulations
A. No parking is required.

B. No portion of any paved parking area that is hereafter constructed shall be permitted within 6 six feet of a street line or lot line.

C. All parking setback areas shall be graded and planted with appropriate ground cover and landscaping. In addition, all parking setback areas adjacent to a public street shall include a low wall and/or hedge located at the right-of-way line, for the entire length of the lot.

D. On-street parking may be constructed where adequate right-of-way is available, subject to good traffic engineering design principles. Determination as to the appropriateness of on-street parking shall be determined at the time of downtown development plan approval.

E. Sections 18.430.105, Parking for specific uses, does not apply to this zoning district.
(History: Ord. ZRR-2343 §63, 2002)

18.320.050 Development and performance standards
A. Drive-up, drive-thru, or drive-in service for any use is prohibited.

B. Only retail merchandise designed for exterior use and made from weather-resistant materials may be displayed or stored outside a building. Such merchandise shall be kept

off of the public sidewalks and the public rights-of-way, except that limited displays on the public sidewalk may be permitted as part of a temporary promotional event approved through a Special Event Permit issued by the City. All other merchandise, materials or equipment shall be stored inside a building.

C. Sales and consumption of cereal malt beverages or alcoholic liquor shall be subject to the provisions set out in Section 18.260.050, and as required in Chapters 5.12, 5.20, and 5.48, as applicable.

D. Restaurants may have an outdoor service area that is accessory to the main restaurant function. The outdoor service area must be a well-defined space, designed and serviced to keep debris from blowing off the premises. Patrons must gain entrance through the main entrance to the restaurant, but at least one exit must be provided for fire safety. The outdoor seating area may be located adjacent to the public street right-of-way, in which case, the perimeter of the outdoor seating area shall be enclosed by a low wall and/or hedge located at the right-of-way line.

E. The Planning Commission or City Council may require assurance of the financial and administrative ability of any agency created by a developer for the purpose of maintaining common open space and facilities of a non-public nature.

F. No smoke, radiation, vibration or concussion, heat or glare shall be produced that is perceptible outside a building, and no dust, fly ash or gas that is toxic, caustic or obviously injurious to humans or property shall be produced.

G. Prior to the issuance of any building permit, downtown development plan approval shall be obtained as provided for in Chapter 18.140.

(History: Ord. ZRR-2343 §63, 2002)

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City of Mission, KS
Thursday, June 25, 2015

Chapter 410. District Regulations

Article V. "MS1" Main Street District 1

Section 410.160. Statement of Intent.

[Ord. No. 1091 §§1 — 3(App. A §410.160), 9-24-2003; Ord. No. 1188 §2, 12-14-2005]
The zoning of property as "MS1" Main Street District 1 is intended to provide development opportunities consistent with the existing character within the core of Downtown Mission. Downtown Mission is the original commercial district within the City. The majority of buildings in the core of downtown have been constructed to the public right-of-way. Public parking lots are available and on-street parking is present to serve the downtown businesses. The result is a character unique to downtown that is not found elsewhere in the City. The "MS1" District provides for the majority of retail uses, while encouraging an active streetscape with a pedestrian friendly shopping environment. This district restricts automobile oriented uses and does not allow offices on the ground floor level. The district is also intended to allow multi-story buildings with office and residential uses above the ground floor level. Multi-story buildings with top-floor setbacks are encouraged within this district as described in the Mission/Rock Creek Redevelopment Masterplan. In addition, the district is intended to allow flexibility from the normal development standards found elsewhere in the City.

Section 410.170. Permitted Uses.

[Ord. No. 1091 §§1 — 3(App. A §410.170), 9-24-2003; Ord. No. 1188 §3, 12-14-2005]

A. *Prepared Food.* Restaurants (excluding those with drive-through facilities), sandwich shops, bistros, coffee houses, delis, bakeries, candy/ice cream/yogurt shops, ethnic foods (i.e. Italian, Greek, Chinese, Mexican, etc.) and other establishments of similar character.

B. *Food For Home.* Convenience store, green grocer, gourmet grocer, health foods, meat/fish market and wine/liquor shops and other establishments of similar character.

C. *Entertainment.* Entertainment in restaurants (i.e., piano player, guitarist, small combos, dancing, etc.), movie theater and other establishments of similar character.

D. *Specialty Retail.* Antiques; appliances; art galleries, framing and supplies; bike shop; books; camera and photo supplies; casual apparel and accessories; children's apparel; computers/software; florist; gifts, stationary and cards; hardware; home decorating products and design services; men's apparel; music (recorded and sheet); newsstand; office and school supplies; optical products; radio/TV/electronics; sewing supplies; shoes, dress and casual; small variety store; sporting goods; tobacco shop; toys, games and crafts; traditional and costume jewelry; wall coverings and paint; women's casual apparel and accessories and other establishments of similar character.

E. *Convenience Retail/Select Services.* Barbershops; cosmetologists, beauty shops; dance studio; dry cleaners and tailor shop; coin-operated laundry, locksmith service, pharmacy; physical fitness facility;

shoe repair/shine; video rental, computer services and other establishments of similar character.

F. Clubs and drinking establishments shall be allowed after issuance of a special use permit as prescribed in Chapter **445**, Article **III**, Section **445.180** et seq.

G. Arcades, operated in conjunction with clubs or drinking establishments, shall be allowed after issuance of a special use permit as prescribed in Chapter **445**, Article **III**, Section **445.180** et seq.

H. Entertainment or recreational uses, but excluding those that require a special use permit.

I. Publicly owned parking lots.

J. Public parks and playgrounds, including public recreation or service buildings and publicly owned swimming pools.

K. Publicly owned and operated community buildings, museums and libraries.

L. Services limited to the practice of medicine, law, engineering, architecture, medical arts licensed by the State of Kansas, financial services, brokers, insurance and similar agents, consultants, counseling, photographers, printers and publishers, governmental activities, portal and parcel services, interior decorator, travel agencies and offices of all types are prohibited except under the following circumstances:

1. Where the prior use of any building or tenant space was for an office use as indicated above, then the same building or tenant space may continue to be used for an office use regardless of the time the space was vacant.

2. Where the prior use of the building or tenant space was for any permitted use in this Section except for offices or services, as outlined in 410.170(L), then a new office use shall only be permitted if the building or tenant space has been vacant for a minimum of three (3) months, and an administrative extension use permit has been approved by the Public Works Department. An application for an administrative extension use permit shall include a letter from the building owner indicating a desire to lease a tenant space to an office user, documentation including newspaper clippings of advertisements and evidence that signs were posted in the windows of the tenant space for at least three (3) months prior to the application for the administrative extension use permit. The Public Works Department shall approve an administrative extension use permit if the submittal requirements outlined above have been satisfied, and it is determined that a good faith effort has been made to lease the tenant space to a retail tenant for at least three (3) months. Any denial of an application for an administrative extension use permit may be appealed by the building owner to the City Council.

M. In addition to the uses listed above, the following uses are permitted above and below the ground floor level:

1. Any use permitted in "C-O" with the exception of mortuaries.

2. Residential units.

N. Accessory uses customarily incident to the normal operation of these uses.

Section 410.180. Height and Area Regulations.

[Ord. No. 1091 §§1 — 3(App. A §410.180), 9-24-2003; Ord. No. 1188 §4, 12-14-2005]

A. The maximum height of buildings and provisions for yards shall be as follows, except as otherwise provided in Section **415.010**.

1. Maximum height — not exceeding three (3) stories and/or forty-five (45) feet.
2. Front build-to line — zero.
3. *Side and rear yards.*
   a. Where a side yard abuts a public street, the build-to line shall be zero.
   b. For side yards not adjacent to a public street, the build-to line shall be zero at the front building line. Behind the front building line, there is no stated requirement.
   c. No rear yard is required.

Section 410.190. Parking Regulations.

[Ord. No. 1091 §§1 — 3(App. A §410.190, 9-24-2003; Ord. No. 1188 §5, 12-14-2005]

A. No parking is required.

B. No portion of any paved parking area that is hereafter constructed shall be permitted within six (6) feet of a street line or lot line.

C. Any parking and loading provided on private property shall be paved, striped, contain landscaping and screening as required in Chapter **415**, Article **III**, Section **415.060** et seq., and surface water shall be handled in accordance with City standards.

D. All parking setback areas shall be graded and planted with appropriate ground cover and landscaping. In addition, all parking setback areas adjacent to a public street shall include a low wall and/or hedge located at the right-of-way line for the entire length of the lot.

E. On-street parking may be constructed where adequate right-of-way is available, subject to good traffic engineering design principles. Determination as to the appropriateness of on-street parking shall be determined at the time of downtown development plan approval.

F. Section **425.020**, Minimum Space Requirements, does not apply to this zoning district.

Section 410.200. Development Standards.

[Ord. No. 1091 §§1 — 3(App. A §410.200), 9-24-2003; Ord. No. 1304 §15, 10-21-2009]

A. Drive-up, drive-through or drive-in service for any use is prohibited.

B. The architectural style, materials and visual quality shall be in harmony with, but not necessarily the same as, adjacent existing buildings.

C. Canopies extending over sidewalks and other pedestrian ways shall be provided where feasible and shall be designed as an integral part of the building and in keeping with any adjacent or nearby canopies to the end that continuous canopies throughout a block will eventually exist for the protection of the pedestrian public. Whether or not a canopy will be installed and its general design and dimensions shall be determined at the plan review stage.

D. Where storefronts are aligned generally along or generally parallel to a street right-of-way line, no parking or other paved surface shall interrupt said building frontage except that pedestrian plazas, malls or walkways leading to the interior of block may be provided.

E. All rooftop or ground-mounted mechanical equipment and any trash bins shall be permanently and

securely screened by architectural materials harmonious with the building.

F. Restaurants may have an outdoor service area that is accessory to the main restaurant function. The outdoor service area must be a well-defined space, designed and serviced to keep debris from blowing off the premises. Patrons must gain entrance through the main entrance to the restaurant, but at least one (1) exit must be provided for fire safety. The outdoor seating area may be located adjacent to the public street right-of-way, in which case the perimeter of the outdoor seating area shall be enclosed by a low wall and/or hedge located at the right-of-way line.

G. The Planning Commission or City Council may require assurance of the financial and administrative ability of any agency created by a developer for the purpose of maintaining common open space and facilities of a non-public nature.

H. Sales and consumption of cereal malt beverages or alcoholic liquor are prohibited except as follows:

1. Package liquor stores licensed with the State of Kansas and the City shall be allowed provided that the exterior walls of such establishment are at least two hundred (200) feet from the nearest property line of any hospital, school, church or library. For purposes of this Section, the term *"school"* shall mean any public, private or parochial learning facility for children in preschool through grade twelve (12) accredited by the State Board of Education or, where required, certified as a preschool by the Kansas Department of Health and Environment.

2. Food service establishments serving cereal malt beverages and clubs or drinking establishments serving alcoholic liquor shall be allowed where the sales of food for consumption on the premises exceeds thirty percent (30%) of the annual gross income for the establishment, provided that the exterior walls of clubs and drinking establishments are at least two hundred (200) feet from the nearest residentially zoned property line. A special use permit shall be required for clubs and drinking establishments within two hundred (200) feet of residentially zoned property.

3. Package sales of cereal malt beverages not for consumption upon the premises shall be allowed.

4. All establishments listed above shall comply with the requirements contained in Chapters **600** and **605** of the Municipal Code, as applicable.

I. *Plan Approval.* Prior to the issuance of any building permit for development, redevelopment, alteration, replacement or repair site plan approval shall be obtained as provided for in Chapter **440**.

Section 410.210. Performance Standards.

[Ord. No. 1091 §§1 — 3(App. A §410.210), 9-24-2003; Ord. No. 1188 §6, 12-14-2005]

A. Establishment within this district shall be operated and maintained in conformance with the following standards:

1. All buildings, signs and open spaces shall be continuously maintained in a clean, neat and uncluttered fashion.

2. All merchandise or other products or equipment placed, displayed or kept outside a building shall not interfere or impede pedestrian traffic (including wheelchair traffic) and in no event extend into or on a street right-of-way.

3. No smoke, radiation, vibration or concussion, heat or glare shall be produced that is perceptible outside a building, and no dust, fly ash or gas that is toxic, caustic or obviously injurious to humans or property shall be produced.

4. All solid waste, trash or debris shall be kept in suitable covered containers until removed from the

premises. Such containers shall be kept within the building or in an enclosure as required in Section **410.200(E)**.

1. Any use permitted through the application of Article **IV**, Section **405.290** of this Chapter.

2. A one-family detached dwelling for occupancy by the manager or custodian of any mobile home trailer park subdivision.

3. Detached garages, gazebos and utility/storage sheds, subject to the following restrictions and requirements:

   a. A garage shall not be permitted on an ownership parcel without a residential structure.

   b. A detached garage shall be no larger than seven hundred eighty (780) square feet as calculated by multiplying the exterior width by the exterior length.
   The facing material of the garage shall be substantially the same as the residential structure or the prevailing building material used in the neighborhood.
   A detached garage must be on a permanent foundation with footings below frost depth.
   Variations from the provisions of this Subparagraph shall be by special use exception only.

   c. Gazebos shall be built with substantially the same facing material as the residential structure or the prevailing building material used in the neighborhood.
   Variations from the provisions of this Subparagraph shall be by special use exception only.

   d. Utility building/storage sheds and gazebos shall be no larger than twelve (12) feet by twenty-four (24) feet and no taller than ten (10) feet.
   Variations from the provisions of this Subparagraph shall be by special use exception only.

   e. The building line for a detached garage shall be no less than five (5) feet behind the front building line of the residential structure and shall conform to side and rear yard setbacks for the residential district in which the detached garage is constructed.

   f. All accessory buildings other than detached garages shall be no less than five (5) feet from the back building line of the residential structure and no less than five (5) feet from the rear yard line of the lot and shall conform to the side yard requirements for the residential district in which the accessory building is constructed.

C. *Height — Lot Size — Yard Areas — Percentage Of Lot Coverage*. The regulations as specified through the application of Article **IV**, Section **405.290** of this Chapter.

D. *Off-Street Parking And Loading Facilities*. Off-street parking and loading facilities should be provided as specified in Article **IV**, Section **405.260**.

Section 405.140. "H-1" Historic District.

[Ord. No. 9.004.1 §1, 10-10-1983; Ord. No. 9.004.2 §2, 6-12-1984; Ord. No. 9.004.3 §1, 4-9-1990; Ord. No. 9.004.4 §5, 12-9-1996; Ord. No. 9.053 §1, 12-13-2004]

A. *General*. Within the "H-1" Historic District, the following regulations shall apply.

B. *Permitted Uses*.

1. Amusement establishments — bowling alleys, dance halls and other similar places of recreation when conducted wholly within a completely enclosed building.

2. Antique store.

3. Art, book, school supply and stationery stores.

4. Art gallery.

5. Bakery shop, including the baking and processing of food products when prepared for retail use on the premises only.
6. Bank, financial institution and savings and loan association.
7. Barbershop, beauty parlor or similar personal service shop.
8. Camera and photographic supply shop for retail sales.
9. Candle shop, including the making of candles.
10. Candy store and ice cream store.
11. Clubs and fraternal organizations.
12. Custom dressmaking, millinery, tailoring or shoe repair, when conducted for retail sales on the premises only.
13. Department store.
14. Display and tour home, including businesses authorized by this Section.
15. Drugstore (pharmacy).
16. Dry cleaning and pressing establishment, when employing facilities for the cleaning and pressing of dry goods received on the premises from retail trade.
17. Dry goods store, haberdashery and wearing apparel store.
18. Electrical appliance store and repair, but not including appliance assembly or manufacturing.
19. Florist shop for retail trade on the premises only.
20. Food and fruit store.
21. Furniture store and upholstery when conducted as part of the furniture retail operation and secondary to the main use.
22. Furrier, when conducted for retail trade on the premises only.
23. Garden supplies and seed store.
24. Gift shop.
25. Hardware store.
26. Historical museum.
27. Hobby store.
28. Hotel, including dining and meeting rooms, when business uses occupy the street frontage except for entranceway to the hotel lobby.
29. Household appliance store and repair shop.
30. Interior decorating shop, including upholstery and making of draperies, slip covers and other similar articles, when conducted as part of the retail operations and secondary to the main use.
31. Jewelry store and watch repair.
32. Leather goods and luggage store.

33. Liquor store, package goods only.

34. Meat market, including preparation and processing of meat (except slaughtering) when prepared for use or sale on the premises.

35. Medical clinic.

36. Microbrewery licensed by the State of Missouri with production not to exceed ten thousand (10,000) barrels per year. Such facilities shall provide that waste grain does not enter the City of Weston's sewer system and all facilities shall be operated so as not to produce noxious odors or noises.

37. Newsstand.

38. Office, business and professional.

39. Off-street parking facilities in an open lot or a covered building.

40. Paint and wallpaper store.

41. Photography studio, art gallery or studio, including the developing of film and pictures when conducted as part of the retail business on the premises.

42. Plumbing showroom, without shop or repair facilities.

43. Post office.

44. Public utility collection office.

45. Restaurant, tea room, cafe, when establishment is not of the drive-in type where food is served to customers remaining in motor vehicles.

46. Shoe store.

47. Sporting goods store.

48. Tobacco store.

49. Theater (indoor).

50. Typewriter and office equipment sales and service.

51. Variety store.

52. Wearing apparel shop.

53. Woodworking and wood carving store.

54. Winery for the manufacturing, storage, consumption and sale, at retail and wholesale, of light wine in accordance with the laws of the State of Missouri, ordinances of the City of Weston and rules and regulations of the United States Treasury Department and Missouri Liquor Control Department.

55. Day care — licensed under Chapter 210, RSMo.

Any other similar type retail store not specifically listed herein when authorized by the Board of Aldermen after review and recommendation by the Planning and Zoning Commission.

Any accessory use or building customarily incidental to the above-permitted uses and as regulated by subsequent Sections of this Chapter.

C. *Condition Of Use*. All commercial/business activities, except for automobile off-street parking facilities

as specified in this "H-1" Historic District, shall be conducted wholly within an enclosed building, with the exception of:
[Ord. No. 9.075 §1, 11-19-2012]

1. Restaurant patios or decks when the outside space is clearly secondary to the main restaurant under the following conditions:

    a. Newly constructed patios and decks are subject to a building permit application.

    b. Outside restaurant use will be for eating/drinking only. No barbeque grills or fire pits shall be allowed.

    c. The serving of alcoholic beverages on the patio or deck will be subject to the approval of the Board of Aldermen of the City of Weston during the liquor license application process.

    d. Music or other entertainment shall be played or performed so as not to be plainly audible more than fifty (50) feet from the source of the sound.

    e. Outside special events or festivals will be subject to the approval of the Board of Aldermen under the Weston special event policy (i.e., Irish Fest).

2. Merchandise display on the sidewalk so long as four (4) feet of the sidewalk is left open for pedestrian use.

D. *Height Of Building*. The height of all buildings or structures shall be determined by a maximum floor area ratio of two (2).

E. *Yard Areas*. No building or structure shall be constructed or enlarged unless the following yards are provided and maintained in connection with such building:

1. *Front yard*. No front yard shall be required when all frontage between two (2) intersecting streets lies within this district. However, when lots within this district are adjacent to and adjoining lots in an "R" District, all of which front upon the same street between two (2) intersecting streets, there shall be established the same front yard setback for all the frontage as has been established in the abutting "R" District.
Exception: When existing buildings located in this district have already established a building line at the street line at a depth less than required above, then all new buildings may conform to the same building line; except for the first fifty (50) feet of the "H-1" Historic District frontage adjacent to the "R" District, whereupon there shall be provided a front setback of not less than ten (10) feet.

2. *Side yard*. No side yard shall be required except for a corner lot which abuts upon an "R" District or upon an alley separating "H-1" Historic District from an "R" District. There shall then be provided a side yard equal to one-half (½) of the front yard required in the abutting "R" District but in no case more than ten (10) feet. The same setback should apply also if business buildings front the intersecting street commonly referred to as the side street.

3. *Rear yard*. There shall be a rear yard of not less than twenty (20) feet, provided however, that a one-story accessory building may be located thereon, except for the five (5) feet adjacent and parallel to the rear lot line or alley line for the storage of motor vehicles and the unloading and loading of vehicles under roof as provided in Article **IV**, Section **405.260**.

F. Off-street parking and loading facilities shall be provided as required in Article **IV**, Section **405.260**.

G. *General*. The preservation of historic landmarks promotes the public welfare and serves a public purpose by providing education, enrichment and inspiration to the residents of the City and by maintaining a civic cultural environment conducive to the conservation of property values. It is the purpose of this Chapter to assure the preservation of historic landmarks in the Historic Building

District. It is intended that any new construction be compatible with the existing surrounding structures. It is further intended that the preservation and renovation of the exterior of existing structures be done in accordance with the provisions of this Chapter and within the rules and regulations adopted by the Planning and Zoning Commission of the City for this Historical Building District. There will be no restrictions on interior alterations which do not affect the exterior appearance of buildings.

The "Historic Building District" shall mean the area described as follows:

1. All of Lots 120, 118, 113, 114, 115, 116 and 117, Block 12.

2. All of Lots 105, 103, 101 and 100, Block 10.

3. All of Lots 29, 30, 24 and 25, Block 3.

4. All of Lots 31, 32, 36, 37, 38, 39 and 40, Block 4.

5. All of Lots 1, 2, 3, 4, 5, 6, 7 and 8 and a ten (10) foot tract adjacent to the said Lot 4, all of Block 29. Such real estate contains the Weston Chronicle Building, which should be included in the "S-1" Historic Building District, in its entirety.

The term *"historic landmark"* shall mean a structure, building or humanly created object or environmental feature which possesses historic value by reason of age or association with important figures or events; or evidences aspects of history; or embodies distinctive characteristics of a type, period or method of construction; and which is located in the Historic Building District.

H. *Historic Preservation Commission.*

1. *General.* The City Planning and Zoning Commission shall serve as the Historic Preservation Commission for the purposes of the Historic Building District. The President of the Weston Development Company and the President of the Weston Historical Museum shall be ex officio members of the Historic Preservation Commission. They shall render such advice, assistance and recommendations to the Commission, as they and their organizations deem appropriate and necessary. Such ex officio members shall not be voting members of the Planning and Zoning Commission unless they are appointed by the Mayor and ratified by the Board of Aldermen as regular members of the Planning and Zoning Commission. In that event, the Vice President of the Weston Development Company or the Weston Historical Museum shall become the ex officio member of the Historic Preservation Commission. The Chairperson of the Planning and Zoning Commission shall serve as the Chairperson of the Historic Preservation Commission.

2. *Powers and duties.* The Historic Preservation Commission shall have, in addition to their regular powers and duties under the zoning regulations of the City, the following special powers and duties:

   a. To consider all applications to designate historic landmarks or districts and to make recommendations concerning such applications to the Mayor and the Board of Aldermen of the City.

   b. To consider applications for building permits for all structures within the Historic Building District and to make interpretations and recommendations concerning such applications to the Zoning Enforcement Officer.

   c. To consider and review all proposed changes to the exteriors of buildings, structures, street furniture, City parks, civic areas and public facilities within the Historic Building District.

   d. To consider applications for permission to demolish buildings, structures or humanly constructed objects anywhere in the City and to make recommendations concerning such application to the Zoning Enforcement Officer.

e. To consider applications for the grant of variances within the Historic Building District and to make recommendations concerning such request to the Board of Zoning Adjustment.

f. To recommend to the Board of Aldermen such rules and regulations with respect to historic preservation procedures as are consistent with the intent and purposes of this Section and as are necessary to fulfill the responsibilities of the Historic Preservation Commission. Such rules as the Board of Aldermen deems appropriate shall be made by the Board of Aldermen and be consistent with the intent and purposes of this Article and as are necessary to fulfill the responsibilities of the Historic Preservation Commission. All such rules shall be in writing and shall be a part of the public records of this City.

g. To disseminate to owners or occupants within the Historic Building District or to the general public information concerning the preservation of the Historic Building District and other historic landmarks within the City.

h. To assist in solicitation of grants or gifts on behalf of the City and to make recommendations to the Mayor and the Board of Aldermen regarding the acceptance of grants and gifts that relate to historic preservation.

i. To spend appropriated funds, grant allocations or other funds for the employment of technical advisors and other budgeted operating expenses, subject to the limitations of established City budgetary and purchasing procedures.

j. To promote liaison between the Weston Development Company, the Weston Historical Museum and the City Government to fulfill the intent and purposes of this Section and to promote the preservation of the historic landmarks in the City.

3. *Permitted uses, use regulations and use limitations.* Permitted uses, use regulations and use limitations for the Historic Building District shall be those of the zoning district or districts within whose boundaries the Historic Building District is located as said regulations and limitations are contained in this Chapter, the General Zoning Regulations of the City.

4. *Building permits within the Historic Building District.*

a. It shall be unlawful to enlarge, alter, repair or repaint any building, structure, humanly constructed object or environmental feature within the Historic Building District without first obtaining a building permit.

b. It shall be unlawful to construct a new building, structure, humanly constructed object or environmental feature within the Historic Building District without first obtaining a building permit.

c. All applications for building permits within the Historic Building District shall be referred by the Zoning Enforcement Officer to the Historic Preservation Commission. The Historic Preservation Commission shall review every application for a building permit referred to it by the Zoning Enforcement Officer of the City.

d. In reviewing an application for a building permit subject to this Subsection, a determination shall be made as to whether or not any proposed new construction is compatible with the buildings, structures and humanly constructed objects within the Historic Building District and with open spaces to which it may be visually related. A further determination shall be made as to whether or not the historical or architectural character of the existing building, structure, humanly constructed object or environmental feature will be preserved and whether the proposed enlargement, alteration or repair is compatible with other buildings, structures, humanly constructed objects or environmental features within the district and with open spaces to which it may be visually related.

5. The Historic Preservation Commission shall recommend approval or disapproval of an application of a building permit within sixty (60) days after the receipt of the copy of such application from the Zoning Enforcement Officer or in the case of applications which are modified by the applicant after consultation with the Commission, the recommendation of the Commission shall be made within thirty (30) days after the receipt of the amended or modified application. The applicant shall be notified of the meeting dates of the Commission and shall be given the opportunity to be present when the application is discussed by the Commission. When the Commission recommends disapproval in application, it shall render a written report to the Zoning Enforcement Officer, a copy of which shall be given to the applicant explaining the reasons for the Commission's decision.

6. *Demolition of buildings and structures.* It shall be unlawful to demolish any building, structure or humanly constructed object anywhere within the Historic Building District without first obtaining a building permit. In reviewing an application for a permit to demolish, the Commission shall make a determination as to whether or not the proposed demolition is detrimental to the preservation of the Historic Building District. In making this determination, the Commission may consider the following criteria:

    a. The historic value of the building or structure by reason of age or association with important figures or events; or as evidence of aspects of the history of the City; or as embodiment of the distinctive characteristics of a type, period or method of construction;

    b. The visual and special relationship of a building or structure to other structures or buildings within the Historic Building District;

    c. The state of deterioration or disrepair or structural unsoundness of the building or structure and the practicability and economics of rehabilitation.

7. *Abandoned buildings or structures.* The Historic Preservation Commission may make a written request to the City Engineer and Chief of Police to exercise the powers granted them under the ordinances of the City for the boarding up or elimination of abandoned buildings or structures.

8. *Historic Building District standards.* In reviewing applications within this district, the Historic Preservation Commission shall be guided by the following standards:

    a. In reviewing an application for a proposed undertaking that involves a color change or alteration that affects the external appearance of any building, structure or part thereof or any appurtenance related thereto or that affects the interior spaces of any public building, the Commission shall approve such proposed undertaking only if it is satisfied that the historical and general architectural character of the building, structure or appurtenance will be properly preserved.

    b. The Historic Preservation Commission shall not approve such undertaking unless it makes a determination that it is compatible with other buildings and structures in the district and with open spaces to which it may be visually related in terms of form, proportion, scale, configuration, arrangement of openings, rhythm of elements, architectural details, building materials, texture, colors and location.

    c. The Historic Preservation Commission may prepare and recommend to the Board of Aldermen, with review opportunity to the general public, a plan for the future development of the Historic Building District which, following adoption, shall be utilized in the review of any proposed development or renovation in the Historic Building District.

    d. The Historic Preservation Commission shall make a determination that any proposed new construction or renovation of existing buildings or structures shall be in character with the surrounding neighborhood and further shall determine if there are any adverse effects to

the general welfare of the City and to the preservation of the property values of the owners of property within the City.

9. *Gifting of facades.* Nothing in this Section is intended to prevent the gifting of facades, for charitable purposes, by landowners. Landowners are hereby granted the specific right to gift facades of buildings within the Historic Building District. Such gifts shall be supervised, managed and controlled by the Historic Preservation Commission in accordance with the standards set forth herein and the rules and regulations adopted by the Historic Preservation Commission pursuant to this Section.

Section 405.150. "C-1" Central Business District.

[Ord. No. 9.004 Art. VII §1, 2-22-1972; Ord. No. 9.019 §3(B), 8-12-1985; Ord. No. 9.020 §1, 1-12-1987; Ord. No. 9.023 §3, 4-13-1987; Ord. No. 9.056 §1, 4-11-2005]

A. *General.* Within the "C-1" Central Business District, the following regulations shall apply.

B. *Permitted Uses.* A Central Business District use is one which includes, among others, buildings or structures, or a portion thereof, for the display and sale of merchandise, office, professional or service-type transactions.

1. Amusement establishments — bowling alleys, dance halls and other similar places of recreation, when conducted wholly within a completely enclosed building.
2. Antique stores.
3. Art, book, school supply and stationery stores.
4. Art galleries.
5. Bakery shop, including the baking and processing of food products when prepared for retail use on the premises only.
6. Banks, financial institutions, savings and loan association.
7. Barbershop, beauty parlor or similar personal service shops.
8. Camera and photographic supply shops for retail sales.
9. Candy and ice cream store.
10. Clubs and fraternal organizations.
11. Custom dressmaking, millinery, tailoring or shoe repair, when conducted for retail sales on the premises only.
12. Department stores.
13. Drugstores.
14. Dry cleaning and pressing establishments, when employing facilities for the cleaning and pressing of dry goods received on the premises from retail trade.
15. Dry goods store, haberdashery and wearing apparel stores.
16. Electrical appliance store and repair, but not including appliance assembly or manufacturing.
17. Florist shop for retail trade on premises only.

18. Furniture stores and upholstery when conducted as part of the retail operation and secondary to the main use.
19. Furrier, when conducted for retail trade on the premises only.
20. Garden supplies and seed stores.
21. Gift shops.
22. Hardware stores.
23. Historical museums.
24. Hobby stores.
25. Hotels, including dining and meeting rooms, when business uses occupy the street frontage, except for entranceway to the hotel lobby.
26. Household appliance store and repair shops.
27. Interior decorating shops, including upholstery and making of draperies, slip covers and other similar articles, when conducted as part of the retail operations and secondary to the main use.
28. Jewelry store and watch repair.
29. Leather goods and luggage store.
30. Liquor store, package goods only.
31. Medical clinics.
32. Newsstands.
33. Offices, business and professional.
34. Off-street parking facilities in an open lot or a covered building.
35. Paint and wallpaper store.
36. Photography studio, art gallery or studio, including the developing of film and pictures when conducted as part of the retail business on the premises.
37. Plumbing showroom, without shop or repair facilities.
38. Post office.
39. Public utility collection offices.
40. Restaurant, tearoom, cafe, when establishment is not of the drive-in type where food is served to customers remaining in motor vehicles.
41. Shoe store.
42. Sporting goods store.
43. Tobacco stores.
44. Theaters, indoor.
45. Typewriter and office equipment sales and service.
46. Variety store.

47. Wearing apparel shop.

48. Any other similar type retail store not specifically listed herein, when authorized by the Board of Aldermen after review and recommendation by the Planning and Zoning Commission.

49. Any accessory use or building customarily incidental to the above-permitted uses and as regulated by subsequent Sections of this Chapter.

50. *Winery*. For the manufacturing, storage, consumption and sale at retail and wholesale of light wine in accordance with the laws of Missouri, ordinances of the City of Weston and rules and regulations of the United States Treasury Department and Missouri Liquor Control Department.

51. Display and tour homes and buildings including businesses authorized by this Section.

52. Microbreweries licensed by the State of Missouri with production not to exceed ten thousand (10,000) barrels per year. Such facilities shall provide that waste grain does not enter the City's sewer system and all facilities shall be operated so as not to produce noxious odors or noises.

53. Meat market, including all preparation and processing meat, except slaughtering, when prepared for use or sale on the premises.

54. Woodworking and woodcarving store, including the making of wooden products and refinishing of furniture.

55. Food and fruit stores.

56. Candle shop, including the making of candles.

57. Bed and breakfast facilities by special use exception.

C. *Condition of Use*. All commercial/business activities shall be conducted wholly within an enclosed building, with the exception of:
[Ord. No. 9.076 §1, 11-19-2012]

1. Restaurant patios or decks when the outside space is clearly secondary to the main restaurant under the following conditions:

    a. Newly constructed patios and decks are subject to a building permit application.

    b. Outside restaurant use will be for eating/drinking only. No barbeque grills or fire pits shall be allowed.

    c. The serving of alcoholic beverages on the patio or deck will be subject to the approval of the Board of Aldermen of the City of Weston during the liquor license application process.

    d. Music or other entertainment shall be played or performed so as not to be plainly audible more than fifty (50) feet from the source of the sound.

    e. Outside special events or festivals will be subject to the approval of the Board of Aldermen under the Weston special event policy (i.e., Irish Fest).

2. Merchandise display on the sidewalk so long as four (4) feet of the sidewalk is left open for pedestrian use.

D. *Height Of Building*. The height of all buildings or structures should be determined by a maximum floor area ratio of two (2).

E. *Yard Areas*. No building or structure should be constructed or enlarged unless the following yards are provided and maintained in connection with such building:

1. *Front yard.* No front yard should be required when all frontage between two (2) intersecting streets lies within this district. However, when lots within this district are adjacent to the adjoining lots in an "R" District, all of which front upon the same street between two (2) intersecting streets, there should be established the same front yard setback for all the frontage as has been established in the abutting "R" District.
   Exception. When existing buildings located in this district have already established a building line at the street line at a depth less than required above, then all new buildings may conform to the same building line; except for the first fifty (50) feet of the "C-1" District frontage adjacent to the "R" District, whereupon there should be provided a front setback of not less than ten (10) feet.

2. *Side yard.* No side yard should be required, except for a corner lot which abuts upon an "R" District or upon an alley separating this district from an "R" District. There should then be provided a side yard equal to one-half (½) of the front yard required in the abutting "R" District, but in no case more than ten (10) feet. The same setback should apply also if business buildings front the intersecting street, commonly referred to as the side street.

3. *Rear yard.* There should be a rear yard of not less than twenty (20) feet, provided however, that a one-story accessory building may be located thereon, except for the five (5) feet adjacent and parallel to the rear lot line or alley line for the storage of motor vehicles and the unloading and loading of vehicles under roof, as provided in Article **IV**, Section **405.260**.

F. Off-Street Parking And Loading Facilities.
   [Ord. No. 9.088 §1, 7-14-2014]

1. There will be no off-street parking and loading requirements in the "C-1" Central Business District when the commercial structure is located in the following blocks as indicated on the official Zoning Map of the City of Weston: Blocks 3, 4, 10, 12 and 29.

2. For all other areas in the City of Weston hereby zoned "C-1" Central Business District, or any areas zoned in the future "C-1" Central Business District, off-street parking and loading facilities should be provided as required in Article **IV**, Section **405.260**.

Section 405.160. "C-1-A" Business District.

[Ord. No. 9.013 §3, 9-12-1977; Ord. No. 9.029 §3, 10-9-1989]

A. *Generally.* Within the "C-1-A" Business District, the following regulations shall apply.

B. *Permitted Uses.*

1. Antique stores.

2. Art, book, school supply, and stationery stores.

3. Art galleries.

4. Bakery shop, including the baking and processing of food products when prepared for retail use on the premises only.

5. Banks, financial institutions, savings and loan associations.

6. Barber shop, beauty parlor, or similar personal service shops.

7. Camera and photographic supply shops for retail sales.

8. Candy and ice cream store.

33. Display and tour homes and buildings, including businesses authorized by this Section.

C. *Height*. No building or structure should exceed two (2) stories or twenty-five (25) feet in height.

D. *Lot Size*. Every building hereafter erected should be on a lot having an area of not less than ten thousand (10,000) square feet and a width at the established building line of not less than eighty (80) feet, except as provided in Article **IV**, Sections **405.240** and **405.250** of this Chapter.

E. *Yard Areas*. No building or structure should be constructed or enlarged unless the following yards are provided and maintained in connection with such building:

1. *Front yard*. Each lot upon which a building is constructed should have a front yard of not less than fifty (50) feet.

2. *Side yard*. No side yard should be required, except for a lot which abuts upon an "R" District or upon an alley separating this district from an "R" District. There should then be provided a side yard equal to one-half (½) the front yard required in the abutting "R" District, but in no case less than fifteen (15) feet.

3. *Rear yard*. There should be a rear yard of not less than twenty (20) feet; provided however, that a one-story accessory building may be located thereon, except for the five (5) feet adjacent and parallel to the rear lot line or alley line, for the storage of motor vehicles and the unloading and loading of vehicles under roof.

F. *Buffer Area*. On lots abutting an "R" District, there should be provided a twenty (20) foot wide planting strip extending the length of the lot adjoining the "R" District planted with trees and shrubs to provide a dense screen at maturity.

G. Off-street parking and loading facilities should be provided as required in Article **IV**, Section **405.260**.

Section 405.180. "C-2-A" Local Retail Business District.

[Ord. No. 9.024 §§4 — 11, 4-13-1987; Ord. No. 9.029 §4, 10-9-1989]

A. *General*. With the "C-2-A" Local Retail Business District, the following regulations should apply.

B. *Permitted Uses*.

1. One-family dwellings.

2. Churches.

3. Retail businesses for the sale of antiques, art supplies, school supplies, candy, candles, crafts, ice cream, wearing apparel, flowers, furs, gifts, jewelry, leather goods and luggage.

4. Dressmaking shops, historical museums, interior decorating shops, medical clinics, business or professional offices, restaurants (not including those of a drive-in type where food is served to customers waiting in a motor vehicle).

5. Any other similar type retail businesses, not specifically listed herein, when authorized by the Board of Aldermen.

6. Bed and breakfast facilities when authorized by special use exception.

7. Display and tour homes and buildings including businesses authorized by this Section.

C. *Condition of Use*. All commercial/business activities shall be conducted wholly within an enclosed building, with the exception of:

[Ord. No. 9.078 §1, 11-19-2012]

1. Restaurant patios or decks when the outside space is clearly secondary to the main restaurant under the following conditions:

    a. Newly constructed patios and decks are subject to a building permit application.

    b. Outside restaurant use will be for eating/drinking only. No barbeque grills or fire pits shall be allowed.

    c. The serving of alcoholic beverages on the patio or deck will be subject to the approval of the Board of Aldermen of the City of Weston during the liquor license application process.

    d. Music or other entertainment shall be played or performed so as not to be plainly audible more than fifty (50) feet from the source of the sound.

    e. Outside special events or festivals will be subject to the approval of the Board of Aldermen under the Weston special event policy (i.e., Irish Fest).

D. *Height*. No building or structure shall exceed two (2) stories or twenty-five (25) feet in height.

E. *Lot Size*. Each lot shall have an area of not less than seven thousand two hundred (7,200) square feet and a width at the building line of not less than sixty (60) feet.

F. *Yard Areas*. No building or structure shall be erected or enlarged unless the following yards are provided and maintained in connection with such building, structure or enlargement:

1. *Front yard*. Each lot upon which a building is constructed shall have a front yard of not less than thirty (30) feet or an existing building line.

2. *Side yard*. On each lot upon which a building is constructed, there shall be a side yard on each side of not less than eight (8) feet. The combined total for side yards for corner lots shall not be less than thirty-five (35) feet.

3. *Rear yard*. Every lot or parcel of land upon which a building is constructed shall have a rear yard of not less than twenty-five (25) feet or twenty percent (20%) of the depth of the lot, whichever is larger, but it need not exceed forty (40) feet.

G. *Percentage Of Lot Coverage*. All buildings, including accessory buildings, shall not cover more than forty percent (40%) of the area of the lot.

H. *Dwelling Standards*. Every one-story dwelling hereafter erected in any "C-2-A" Local Retail Business District shall have an area of not less than nine hundred (900) square feet, measured from the outside of the exterior walls, including utility rooms, but excluding cellars, basements, porches, breezeways and garages. Every dwelling of more than one (1) story hereafter erected in any "C-2-A" Local Retail Business District shall have a total floor area, measured from the outside of the exterior walls, of not less than twelve hundred (1,200) square feet, including utility rooms, but excluding cellars, basements, open porches, breezeways and garages, except that enclosed space intended for habitable rooms which are to be completed within a reasonable time may be considered in computing such floor areas.

I. Any commercial signs shall be approved by the Planning and Zoning Commission.

Section 405.190. "I-1" Light Industrial District.

[Ord. No. 9.004 Art. VIII §1, 2-22-1972]

A. *General*. Within the "I-1" Light Industrial District, the following regulations should apply.

B. *Permitted Uses.* A light industrial use is one which creates a minimum amount of nuisance outside the plant, is conducted entirely within enclosed buildings, provides for enclosed loading and unloading berths, and which is not noxious or offensive by reason of the emission of smoke, dust, fumes, gas, odors, noises or vibrations beyond the confines of the building.

1. Bakeries.
2. Building material yards where no mill work is done.
3. Cabinet-making establishments and carpenter shops which use no motors larger than ten (10) horsepower.
4. Clothing factories.
5. Contractors' yards.
6. Dairies.
7. Dry cleaning plants.
8. Dyeing plants.
9. Feed yards.
10. Ice plants.
11. Junk yards.
12. Laundries.
13. Milk distribution stations.
14. Optical goods factories.
15. Paper box factories.
16. Pencil factories.
17. Printing, publication and engraving plants.
18. Produce canning and packing establishments.
19. Research and development organizations.
20. Storage firms.
21. Wholesale businesses.
22. Restaurant, drive-in, car service, outdoor patio seating.
[Ord. No. 9.079 §1, 5-13-2013]
23. Retail store when authorized by the Board of Aldermen after review and recommendation by the Planning Commission.
[Ord. No. 9.079 §1, 5-13-2013]

C. *Height.* No building or structure should exceed three (3) stories or thirty-five (35) feet in height.

D. *Yard Areas.*

1. *Front yard.* All buildings and structures should have a front yard depth of at least twenty-five (25) feet. Buildings and structures placed on corner lots should observe front yard requirements on

both streets.

2. *Side yard.* All buildings and structures should have side yard widths of at least fifteen (15) feet.

3. *Rear yard.* All buildings and structures should have rear yard depths of at least twenty (20) feet.

4. *Yards adjacent to residential districts.* All buildings and structures on lots adjacent to residential districts should be located as to provide side yard widths or rear yard depths of at least twenty-five (25) feet adjacent to such residential districts.

5. *Railroad siding frontage.* No yards should be required for those portions of lots which front on railroad sidings.

E. Off-street parking and loading facilities should be provided as required in Article **IV**, Section **405.260**.

F. *Buffer Areas.*

1. Landscape development should be required to include an area of at least ten (10) feet in width along all streets, with the exception of approved entrances which border the proposed development to be planted and maintained with trees and shrubbery to serve as a screen for the parking and storage areas.

2. A planting screen, consisting of suitable shrubbery, maintained at an eight (8) foot width to be planted wherever the industrial use abuts a residential district.

3. In the case of junk yards, a planting screen, consisting of suitable shrubbery and trees, maintained at a twenty (20) foot height by twenty (20) foot width, should be planted wherever the yard abuts on any other use district and comply with the design standards established within the Federal Highway Beautification Act.

Section 405.200. "C-C" Conservation-Cluster Development District.

[Ord. No. 9.004.5 §4, 5-10-2004]

A. *General.* Within the "C-C" Conservation-Cluster Development District, the following regulations shall apply.

B. *General Description.* The conservation-cluster development is recommended as a strategy for Weston's dual objective of preserving the rural atmosphere and ensuring that rural patterns do not stifle future growth. This district can help accommodate development in the City that accommodates rural landowner's desires for development and preserves the rural character of the community. The City's intent is to provide flexibility and creativity for residential developments within City limits. Designing, preserving and maintaining the natural features and amenities of the development site are primary concerns. Cluster style developments, along with a variety of housing styles, allowing ownership of a footprint of a house or around a house, or town homes as opposed to ownership of a traditional lot, is the desired outcome of the development. The remainder of the land, not within the footprint, will be preserved as common open space and will be maintained in some fashion either by a property owners' association or by the developer.
Planned residential and/or cluster developments are intended to provide for a greater flexibility in the design and location of buildings, yards, courts and circulation than otherwise would be permitted in zoning districts "R-1" through "R-4" and to produce:

1. A maximum choice in the type of environment and living units available to the public.

2. More open space and recreation areas.

City of Smithville, MO
Thursday, June 25, 2015

Chapter 400. Zoning Regulations

ARTICLE II. District Regulations

Division 1. Primary District Regulations

Section 400.090. "A-1" Agricultural District Use Regulations.

[Ord. No. 2865-13 §1(Exh. A §400.090), 4-2-2013]

A. *Intent.* It is the intent of this district to preserve and protect agricultural resources. The district is not intended to serve the homeowner who lives on a small suburban lot, but is designed to accommodate agricultural operations on substantial acreages. Uses that might have nuisance characteristics, if intermingled in developed residential areas, are permitted on the premise that they are no more offensive than normal agricultural uses. In "A-1" Districts, no building, structure, land or premises shall be used; and no building or structure shall be hereafter erected, constructed, reconstructed, moved or altered, other than in conformance with the provisions of this Section.

B. *Permitted Uses.* The following uses shall be permitted in "A-1" Districts:

1. Agricultural operations, including, livestock farms; apiary farms; chicken and poultry farms; dairies and dairy farms; nursery and forestry farms; grain, hay, fiber, fruit, nut, and vegetable farms; vineyards and wineries; pastures for grassland and livestock grazing. Nothing contained herein should be construed to authorize the use of land for confined animal feeding operations as defined by the State of Missouri or at a density that generates animal waste in an amount that requires waste containment structures to comply with any State regulation.

2. Single-family dwellings.

3. Public parks, playgrounds, tot lots or play lots.

4. In-home day cares with five (5) or fewer children.

5. Signs, as provided in Sections **400.485** — 400.540 of this Code.

6. Accessory uses customarily incidental to permitted uses and otherwise conforming to the provisions contained in Section **400.370**.

C. *Conditionally Permitted Uses.* The following uses may be conditionally permitted provided they obtain a conditional use permit in accordance with Section **400.570** of this Code:

1. Recreational and entertainment uses, including amphitheaters, athletic fields, campgrounds, country clubs, golf courses and driving ranges, fairgrounds, recreation centers, resorts, riding stables, swimming clubs, tennis clubs and zoos.

2. Residential uses, including beds and breakfast; child care centers for more than five (5) children.

3. Religious, educational and social facilities, including museums; charities; houses of worship; colleges and universities (public and private); educational and scientific research services; libraries; schools for primary, secondary, vocation and higher education.

4. Public health and safety facilities, including Armed Forces installations, armories, clinics, firehouses, health centers, hospitals and police stations.

5. Transportation, communication and utility facilities, including electrical power stations and substations; railroad stations, depots and maintenance facilities, so long as adjacent to an existing railroad line; postal services; sewage treatment plants; telephone exchange stations and relay towers; and towers for communications transmission.

6. Other service uses including cemeteries, pet cemeteries, funeral houses; sawmills and planing mills; storage units for indoor storage rental.

D. *Density Regulations.*

1. Minimum lot area is ten (10) acres.

2. Minimum lot width is three hundred (300) feet.

E. *Height Regulations.* The maximum structure height is thirty-five (35) feet for dwellings; farm structures have no height limitations.

F. *Yard Regulations.*

1. *Front yard area.*

a. The front yard area shall be in accordance with the following road classifications:

(1) *Local.* Fifty-five (55) feet measured from the centerline of the street.

(2) *Collector.* Sixty (60) feet measured from the centerline of the street.

(3) *Arterial.* Seventy (70) feet measured from the centerline of the street.

(4) *Arterial with more than three (3) traffic lanes.* Thirty (30) feet measured from the edge of the right-of-way.

b. Where lots have a double frontage, the required front yard shall be provided on each street.

c. Corner lots shall maintain a front yard setback along both abutting streets. However, in those instances where lots front on only one (1) of the intersecting streets within the same block, the corner lot shall maintain a front yard setback as set out in Subsection **(F)(1)** above on that street upon which other lots front, and the setback on the other intersecting street may be reduced by not more than fifteen (15) feet.

d. The buildable width of a lot of record at the time of the passage of this regulation need not be reduced to less than thirty-five (35) feet, except where necessary to provide a yard along the side street with a depth of not less than six (6) feet.

2. *Side yard area.* The side yard area shall be not less than ten (10) feet.

3. *Rear yard area.* The rear yard area shall be not less than twenty (20) feet.

Section 400.095. "A-R" Agricultural-Residential District Use Regulations.

[Ord. No. 2865-13 §1(Exh. A §400.095), 4-2-2013]

A. *Intent.* The intent of the "A-R" District is to permit a combination of rural residential living with animal husbandry as defined in this Section. In "A-R" Districts, no building, structure, land or premises shall be used; and no building or structure shall be hereafter erected, constructed, reconstructed, moved or altered, other than in conformance with the provisions of this Section.

B. *Permitted Uses.* The following uses shall be permitted in "A-R" Districts:

1. Pastures for grassland and livestock grazing.

2. Single-family dwellings.

3. Animal husbandry in conjunction with a single-family dwelling and with the following limitations:

a. Animal husbandry in conjunction with a dwelling shall include the maintenance of no more than the following number of animals per acre: one (1) horse or one (1) cow; or five (5) hogs; or seven (7) sheep; or one hundred (100) poultry, rabbits, chinchillas, guinea pigs, or pigeons. For purposes of this calculation, only the acreage above and beyond one (1) acre for any residence shall be included.

b. The slaughter of animals, such as poultry, rabbits, or beef cattle is permitted only where intended for consumption by the resident family or to be gifted.

c. Animals other than household pets shall not be kept within a residence, or within one hundred (100) feet of a residence or within sixty (60) feet of the front property line of the building site.

d. Housing or caging of animals shall be adequate and sanitary, and subject to all State health requirements for health and sanitation. All animal food except for hay and straw shall be stored in rodent-proof containers.
Should any "A-R" property rezoned to another use where animal husbandry is not a permitted use, any such use therein shall cease within one (1) year from the effective date of the rezoning.

4. Public parks, playgrounds, tot lots or play lots.

5. In-home day cares with five (5) or fewer children.

6. Signs, as provided in Sections **400.485** — 400.540 of this Code.

7. Accessory uses customarily incidental to permitted uses and otherwise conforming to the provisions contained in Section **400.370**.

C. *Conditionally Permitted Uses.* The following uses may be conditionally permitted provided they obtain a conditional use permit in accordance with Section **400.570** of this Code:

1. Recreational and entertainment uses, including athletic fields, campgrounds, golf courses and driving ranges, riding stables, and zoos.

2. Residential uses, including beds and breakfast; in-home day care/child care centers for not more than ten (10) children.

3. Religious, educational and social facilities, including museums; charities; accessory buildings associated with houses of worship; colleges and universities (public and private); educational and scientific research services; libraries; schools for primary, secondary, vocational and higher education.

4. Public health and safety facilities, including Armed Forces installations, armories, clinics,

firehouses, health centers, hospitals and police stations.

5. Transportation, communication and utility facilities, including electrical power stations and substations; railroad stations, depots and maintenance facilities, so long as adjacent to an existing railroad line; postal services; sewage treatment plants; telephone exchange stations and relay towers; and towers for communications transmission.

6. Other service uses including cemeteries, pet cemeteries, funeral houses;

D. *Density Regulations.*

1. The minimum lot area shall be not less than two (2) acres, if public sanitary sewer services are available to serve the lot, otherwise, three (3) acres.

2. The minimum lot width shall be not less than two hundred (200) feet.

E. *Height Regulations.* The maximum height for any structure is thirty-five (35) feet.

F. *Yard Regulations.*

1. *Front yard area.*

a. The front yard area shall be in accordance with the following road classifications:

(1) *Local.* Fifty-five (55) feet measured from the centerline of the street.

(2) *Collector.* Sixty (60) feet measured from the centerline of the street.

(3) *Arterial.* Seventy (70) feet measured from the centerline of the street.

(4) *Arterial with more than three (3) traffic lanes.* Thirty (30) feet measured from the edge of the right-of-way.

b. Where lots have a double frontage, the required front yard shall be provided on each street.

c. Corner lots shall maintain a front yard setback along both abutting streets. However, in those instances where lots front on only one (1) of the intersecting streets within the same block, the corner lot shall maintain a front yard setback as set out in Subsection **(F)(1)** above on that street upon which other lots front, and the setback on the other intersecting street may be reduced by not more than fifteen (15) feet.

d. The buildable width of a lot of record at the time of the passage of this regulation need not be reduced to less than thirty-five (35) feet, except where necessary to provide a yard along the side street with a depth of not less than six (6) feet.

2. *Side yard area.* The side yard area shall be not less than ten (10) feet.

3. *Rear yard area.* The rear yard area shall be not less than twenty (20) feet.

Section 400.100. "R-1A" Single-Family Suburban Dwelling District Use Regulations.

[Ord. No. 2865-13 §1(Exh. A §400.100), 4-2-2013]

A. *Intent.* The intent of this district is to provide for areas of single-family suburban residential development at a low density. In "R-1A" Districts, no building, structure, land or premises shall be used; and no building or structure shall be hereafter erected, constructed, reconstructed, moved or altered, other than in conformance with the provisions of this Section.

B. *Permitted Uses.* The following uses shall be permitted in the "R-1A" District:

1. Detached, single-family dwellings.
2. Fire and police protection and related activities.
3. Historic sites and monuments.
4. Parks, playgrounds, primary and secondary schools.
5. Signs, as provided in Sections **400.485** — 400.540 of this Code.
6. Accessory uses customarily incidental to permitted uses and otherwise conforming to the provisions contained in Section **400.370**.

C. *Conditionally Permitted Uses.* The following uses may be conditionally permitted provided they obtain a conditional use permit in accordance with Section **400.570** of this Code:

1. Cemeteries and mausoleums.
2. Museums, libraries, accessory buildings associated with religious worship facilities, in home day care/child care centers with not more than ten (10) children.
3. Athletic fields, golf courses, tennis, handball, squash and basketball courts.

D. *Density Regulations.*

1. The minimum lot area shall be ten thousand (10,000) square feet.
2. The minimum lot width shall be one hundred (100) feet.
3. The maximum lot coverage shall be thirty percent (30%) of the total lot area.
4. Single-family dwellings shall have a minimum of one thousand one hundred (1,100) square feet of habitable floor area, excluding basements, garages, attics and other areas not designed for living space.

E. *Height Regulations.* The maximum structure height shall be thirty-five (35) feet.

F. *Yard Regulations.*

1. *Front yard area.*

   a. The front yard area shall be in accordance with the following road classifications:

      (1) *Local.* Fifty-five (55) feet measured from the centerline of the street.

      (2) *Collector.* Sixty (60) feet measured from the centerline of the street.

      (3) *Arterial.* Seventy (70) feet measured from the centerline of the street.

      (4) *Arterial with more than three (3) traffic lanes.* Thirty (30) feet measured from the edge of the right-of-way.

   b. Where lots have a double frontage, the required front yard shall be provided on each street.

   c. Corner lots shall maintain a front yard setback along both abutting streets. However, in those instances where lots front on only one (1) of the intersecting streets within the same block, the corner lot shall maintain a front yard setback as set out in Subsection **(F)(1)** above on that street upon which other lots front, and the setback on the other intersecting street may be reduced by not more than fifteen (15) feet.

d. The buildable width of a lot of record at the time of the passage of this regulation need not be reduced to less than thirty-five (35) feet, except where necessary to provide a yard along the side street with a depth of not less than six (6) feet.

2. *Side yard area.* The side yard area shall be not less than seven and one-half (7.5) feet.

3. *Rear yard area.* The rear yard area shall be not less than twenty (20) feet.

Section 400.110. "R-1B" Single-Family Dwelling District Use Regulations.

[Ord. No. 2865-13 §1(Exh. A §400.110), 4-2-2013]

A. *Intent.* The intent of this district is to provide for areas of single-family suburban residential development at a moderate density. In "R-1B" Districts, no building, structure, land or premises shall be used; and no building or structure shall be hereafter erected, constructed, reconstructed, moved or altered, other than in conformance with the provisions of this Section.

B. *Permitted Uses.*

1. Detached, single-family dwellings.

2. Fire and police protection and related activities.

3. Historic sites and monuments.

4. Parks, playgrounds, primary and secondary schools.

5. Signs, as provided in Sections **400.485** — 400.540 of this Code.

6. Accessory uses customarily incidental to permitted uses and otherwise conforming to the provisions contained in Section **400.370**.

C. *Conditionally Permitted Uses.* The following uses may be conditionally permitted provided they obtain a conditional use permit in accordance with Section **400.570** of this Code:

1. Cemeteries and mausoleums.

2. Museums, libraries, accessory buildings associated with religious worship facilities.

3. Athletic fields, golf courses, tennis, handball, squash and basketball courts.

D. *Density Regulations.*

1. The minimum lot area shall be seven thousand five hundred (7,500) square feet.

2. The minimum lot width shall be seventy-five (75) feet.

3. The maximum lot coverage shall be thirty percent (30%) of the total lot area.

4. Single-family dwellings shall have a minimum of one thousand one hundred (1,100) square feet of habitable floor area, excluding basements, garages, attics and other areas not designed for living space.

E. *Height Regulations.* The maximum height shall be thirty-five (35) feet.

F. *Yard Regulations.*

1. *Front yard area.*

   a. The front yard area shall be in accordance with the following road classifications:

      (1) *Local.* Fifty-five (55) feet measured from the centerline of the street.

      (2) *Collector.* Sixty (60) feet measured from the centerline of the street.

      (3) *Arterial.* Seventy (70) feet measured from the centerline of the street.

      (4) *Arterial with more than three (3) traffic lanes.* Thirty (30) feet measured from the edge of the right-of-way.

   b. Where lots have a double frontage, the required front yard shall be provided on each street.

   c. Corner lots shall maintain a front yard setback along both abutting streets. However, in those instances where lots front on only one (1) of the intersecting streets within the same block, the corner lot shall maintain a front yard setback as set out in Subsection **(F)(1)** above on that street upon which other lots front, and the setback on the other intersecting street may be reduced by not more than fifteen (15) feet.

   d. The buildable width of a lot of record at the time of the passage of this regulation need not be reduced to less than thirty-five (35) feet, except where necessary to provide a yard along the side street with a depth of not less than six (6) feet.

2. *Side yard area.* The side yard area shall be not less than seven and one-half (7.5) feet.

3. *Rear yard area.* The rear yard area shall be not less than twenty (20) feet.

Section 400.120. "R-1D" Mobile or Manufactured Dwelling District Use Regulations.

[Ord. No. 2865-13 §1(Exh. A §400.120), 4-2-2013]

A. *Intent.* The intent of this district is to provide low to moderate density developments for mobile and manufactured dwelling units which are compatible with the character of the surrounding neighborhood in which they are located. In "R-1D" Districts, no building, structure, land or premises shall be used; and no building or structure shall be hereafter erected, constructed, reconstructed, moved or altered, other than in conformance with the provisions of this Section.

B. *Permitted Uses.*

   1. Mobile or manufactured homes.

   2. Fire and police protection and related activities.

   3. Historic sites and monuments.

   4. Parks, playgrounds, primary and secondary schools.

   5. Signs, as provided in Sections **400.485** — 400.540 of this Code.

   6. Accessory uses customarily incidental to permitted uses and otherwise conforming to the provisions contained in Section **400.370**.

C. *Conditionally Permitted Uses.* The following uses may be conditionally permitted provided they obtain a conditional use permit in accordance with Section **400.570** of this Code:

1. Cemeteries and mausoleums.

2. Museums, libraries, accessory buildings associated with religious worship facilities, day cares with less than ten (10) children.

3. Athletic fields, golf courses, tennis, handball, squash and basketball courts.

D. *Density Regulations.*

1. The minimum lot area shall be seven thousand five hundred (7,500) square feet, included within a zoning district of ten (10) acres or more.

2. The minimum lot width shall be seventy-five (75) feet.

3. The maximum lot coverage shall be thirty percent (30%) of the total lot area.

E. *Height Regulations.* The maximum building height shall be thirty-five (35) feet.

F. *Yard Regulations.*

1. *Front yard area.*

a. The front yard area shall be in accordance with the following road classifications:

(1) *Local.* Fifty-five (55) feet measured from the centerline of the street.

(2) *Collector.* Sixty (60) feet measured from the centerline of the street.

(3) *Arterial.* Seventy (70) feet measured from the centerline of the street.

(4) *Arterial with more than three (3) traffic lanes.* Thirty (30) feet measured from the edge of the right-of-way.

b. Where lots have a double frontage, the required front yard shall be provided on each street.

c. Corner lots shall maintain a front yard setback along both abutting streets. However, in those instances where lots front on only one (1) of the intersecting streets within the same block, the corner lot shall maintain a front yard setback as set out in Subsection **(F)(1)** above on that street upon which other lots front, and the setback on the other intersecting street may be reduced by not more than fifteen (15) feet.

d. The buildable width of a lot of record at the time of the passage of this regulation need not be reduced to less than thirty-five (35) feet, except where necessary to provide a yard along the side street with a depth of not less than six (6) feet.

2. *Side yard area.* The side yard area shall be not less than seven and one-half (7.5) feet.

3. *Rear yard area.* The rear yard area shall be not less than twenty (20) feet.

Section 400.130. "R-2" Two-Family Dwelling District Use Regulations.

[Ord. No. 2865-13 §1(Exh. A §400.130), 4-2-2013]

A. *Intent.* The intent of this district is to provide for areas of single-family and two-family development and related residential activities at a moderate density. In "R-2A" Districts, no building, structure, land or premises shall be used; and no building or structure shall be hereafter erected, constructed, reconstructed, moved or altered, other than in conformance with the provisions of this Section.

B. *Permitted Uses.*

1. Detached single-family and attached two-family dwellings.

2. Fire and police protection and related activities.

3. Historic sites and monuments.

4. Parks, playgrounds, primary and secondary schools, day cares with less than ten (10) children.

5. Signs, as provided in Sections **400.485** — 400.540 of this Code.

6. Accessory uses customarily incidental to permitted uses and otherwise conforming to the provisions contained in Section **400.370**.

C. *Conditionally Permitted Uses.* The following uses may be conditionally permitted provided they obtain a conditional use permit in accordance with Section **400.570** of this Code:

1. Cemeteries and mausoleums.

2. Museums, libraries, accessory buildings associated with religious worship facilities, day cares with ten (10) or more children.

3. Amphitheaters, athletic fields, golf courses, tennis, handball, squash and basketball courts.

D. *Density Regulations.*

1. The minimum lot area shall be seven thousand five hundred (7,500) square feet if the building constructed is for single-family; three thousand seven hundred fifty (3,750) square feet for each unit in a two-family dwelling.

2. The minimum lot width shall be seventy-five (75) feet if the building constructed is for single-family; thirty-seven and one-half (37.5) feet on each side of the common boundary line on lots with a two-family dwelling.

3. The maximum lot coverage shall be thirty percent (30%) of the total lot area.

E. *Height Regulations.* The maximum building height shall be thirty-five (35) feet.

F. *Yard Regulations.*

1. *Front yard area.*

a. The front yard area shall be in accordance with the following road classifications:

(1) *Local.* Fifty-five (55) feet measured from the centerline of the street.

(2) *Collector.* Sixty (60) feet measured from the centerline of the street.

(3) *Arterial.* Seventy (70) feet measured from the centerline of the street.

(4) *Arterial with more than three (3) traffic lanes.* Thirty (30) feet measured from the edge of the right-of-way.

b. Where lots have a double frontage, the required front yard shall be provided on each street.

c. Corner lots shall maintain a front yard setback along both abutting streets. However, in those instances where lots front on only one (1) of the intersecting streets within the same block, the corner lot shall maintain a front yard setback as set out in Subsection **(F)(1)** above on that street upon which other lots front, and the setback on the other intersecting

street may be reduced by not more than fifteen (15) feet.

d. The buildable width of a lot of record at the time of the passage of this regulation need not be reduced to less than thirty-five (35) feet, except where necessary to provide a yard along the side street with a depth of not less than seven and one-half (7.5) feet.

2. *Side yard area.* The side yard area shall be not less than seven and one-half (7.5) feet.

3. *Rear yard area.* The rear yard area shall be not less than twenty (20) feet.

4. All existing "R-2" District lots may be subdivided along the common boundary of the lot(s) so platted by the lot line adjustment process contained in Section 425.295; and all lots rezoned to this district shall be created to allow separate ownership of each unit on such lot.

Section 400.140. (Reserved)

Section 400.150. "R-3" Multiple-Family Dwelling District Use Regulations.

[Ord. No. 2865-13 §1(Exh. A §400.150), 4-2-2013]

A. *Intent.* The intent of this district is to provide for areas of multiple-family or apartment development which is at a higher density, as well as single- and two-family dwellings at a higher density. In "R-3" Districts, no building, structure, land or premises shall be used; and no building or structure shall be hereafter erected, constructed, reconstructed, moved or altered, other than in conformance with the provisions of this Section.

B. *Permitted Uses.*

1. Single-, two- and multi-family dwellings.

2. Fire and police protection and related activities.

3. Historic sites and monuments.

4. Parks, playgrounds, primary and secondary schools.

5. Retirement, convalescent, nursing and rest homes; convents, monasteries, orphanages, dormitories, fraternity and sorority houses; boarding and rooming houses.

6. Signs, as provided in Sections **400.485** — 400.540 of this Code.

7. Accessory uses customarily incidental to permitted uses and otherwise conforming to the provisions contained in Section **400.370**.

C. *Conditionally Permitted Uses.* The following uses may be conditionally permitted provided they obtain a conditional use permit in accordance with Section **400.570** of this Code:

1. Recreational and entertainment uses, including amphitheaters, athletic fields, campgrounds, country clubs, golf courses and driving ranges, fairgrounds, recreation centers, resorts, riding stables, swimming clubs, tennis clubs and zoos.

2. Religious, educational and social facilities, including museums; charities; accessory uses associated with houses of worship; colleges and universities (public and private); educational and scientific research services; libraries; schools for primary, secondary, vocation and higher education, day cares with more than five (5) children.

3. Public health and safety facilities, including clinics, health centers, hospitals and counseling, treatment and correctional centers.

4. Transportation, communication and utility facilities, including electrical power stations and substations; railroad stations, depots and maintenance facilities, so long as adjacent to an existing railroad line; postal services; sewage treatment plants; telephone exchange stations and relay towers; and towers for communications transmission.

D. *Density Regulations.*

1. The minimum lot area shall be not less than five thousand (5,000) square feet for a single-family detached dwelling; two thousand five hundred (2,500) square feet for each one-half (½) of a two-family dwelling or each single-family attached dwelling; one thousand (1,000) square feet for each dwelling unit in multi-family dwellings. Other uses shall have not less than ten thousand (10,000) square feet of lot area.

2. The minimum lot width shall be fifty (50) feet.

3. The maximum lot coverage area shall be thirty percent (30%).

4. The minimum floor area for single-family attached and detached dwellings shall be eleven hundred (1,100) square feet and nine hundred (900) square feet for each dwelling unit in multi-family dwellings.

E. *Height Regulations.* The maximum structure height shall be five (5) stories.

F. *Yard Regulations.*

1. *Front yard area.*

a. The front yard area shall be in accordance with the following road classifications:

(1) *Local.* Fifty-five (55) feet measured from the centerline of the street.

(2) *Collector.* Sixty (60) feet measured from the centerline of the street.

(3) *Arterial.* Seventy (70) feet measured from the centerline of the street.

(4) *Arterial with more than three (3) traffic lanes.* Thirty (30) feet measured from the edge of the right-of-way.

b. Where lots have a double frontage, the required front yard shall be provided on each street.

c. Corner lots shall maintain a front yard setback along both abutting streets. However, in those instances where lots front on only one (1) of the intersecting streets within the same block, the corner lot shall maintain a front yard setback as set out in Subsection **(F)(1)** above on that street upon which other lots front, and the setback on the other intersecting street may be reduced by not more than fifteen (15) feet.

d. The buildable width of a lot of record at the time of the passage of this regulation need not be reduced to less than thirty-five (35) feet, except where necessary to provide a yard along the side street with a depth of not less than six (6) feet.

2. *Side yard area.* The side yard area shall be not less than seven and one-half (7.5) feet.

3. *Rear yard area.* The rear yard area shall be not less than twenty (20) feet.

4. All single-family attached dwelling units so created shall be subdivided so that each unit may be sold separately without further subdivision and shall include pro rata yard areas in accordance

with this Section, unless such individual units are to be sold as a part of a maintenance provided complex, and then only if such common areas are to be perpetually maintained by an association or the developer.

Section 400.155. "B-1" Neighborhood Business District Use Regulations.

[Ord. No. 2865-13 §1(Exh. A §400.155), 4-2-2013]

A. *Intent.* The intent of this district is to provide mixed-use commercial districts for convenience shopping facilities, office uses, and multi-facility residential in and near residential neighborhoods. Such mixed-use developments will often occupy a small area, frequently at an intersection or on a major street, in an area that is otherwise wholly residential. In "B-1" Districts, no building, structure, land or premises shall be used; and no building or structure shall be hereafter erected, constructed, reconstructed, moved or altered, other than in conformance with the provisions of this Section.

B. *Permitted Uses.*

1. Art studios and galleries; bed and breakfast establishments; clubhouses for non- or for-profit organizations; limited repairs services, such as jewelry, small appliance, and business machine repair shops; personal service establishments such as barber and beauty shops, shoe repair, tailor shops, dance, music and drama schools, dry cleaning pick-up stations and self-service laundry facilities; restaurants, bakeries, coffee shops, cafes, delicatessens, ice cream parlors, and catering services. Food service establishments may serve alcoholic beverages as an incidental and accessory use only; retail businesses, such as food and grocery stores, drugstores, apparel shops, variety stores, hardware stores, antique shops, florists, or book shops.

2. Commercial picnic groves, campgrounds, or fishing lakes, including concessions; health and athletic clubs, tanning salons, racquet and sports clubs, and commercial swimming pools; nurseries, garden shops, and greenhouses.

3. Museums, libraries, community buildings,

4. Parking lots servicing adjacent uses only.

5. Signs, as provided in Sections **400.485** — 400.540 of this Code.

6. Accessory uses customarily incidental to permitted uses and otherwise conforming to the provisions contained in Section **400.370**.

C. *Conditionally Permitted Uses.* The following uses may be conditionally permitted provided they obtain a conditional use permit in accordance with Section **400.570** of this Code:

1. Bars, brew pubs, taverns and other drinking establishments.

2. Drive-up services and vehicle fueling and service stations, subject to both the site plan review process, and the following additional performance standards:

a. No merchandise or equipment which is displayed outside of a building shall be kept outside beyond the hours of operation of such business, kept off the public sidewalk or street right-of-way, not reduce the capacity of a parking lot beyond the minimum(s) required by this Chapter, and not exceed an area greater than twenty percent (20%) of the ground floor area of the building.

b. Not more than two (2) separate pumping stations for fuel stations shall be installed on such property and in no event shall any such pumping station be within one hundred (100) feet of

any building used in whole or part for residential purposes.

D. *Density Regulations.*

1. The minimum lot area is forty thousand (40,000) square feet.

2. The minimum lot width shall be three hundred (300) feet.

3. The maximum lot coverage area shall be fifty percent (50%) of the total lot area.

E. *Height Regulations.* The maximum structure height shall be thirty-five (35) feet.

F. *Yard Regulations.* The setbacks in this district shall be in compliance with the requirements and layout plans in the site plan review regulations contained in Sections **400.390** — 400.440 of this Code.

Section 400.160. "B-2" Non-Retail Business District Use Regulations.

[Ord. No. 2865-13 §1(Exh. A §400.160), 4-2-2013]

A. *Intent.* The intent of this district is to accommodate a demonstrated need for development of office and other non-retail space adjacent to residential uses and which may be inappropriate for other commercial uses. It is intended that the buffering requirements in the site plan review process will create a compatible transition of uses from adjacent residential neighborhoods. In "B-2" Districts, no building, structure, land or premises shall be used; and no building or structure shall be hereafter erected, constructed, reconstructed, moved or altered, other than in conformance with the provisions of this Section.

B. *Permitted Uses.*

1. Any use permitted in the "B-1" District.

2. Office buildings to be used for professional and administrative functions of companies, corporations, social or philanthropic organizations or societies.

3. Trade schools, business colleges or other specialty schools that do not generate traffic from patrons other than those enrolled at such school.

4. Large day care home and day nurseries.

5. Signs, as provided in Sections **400.485** — 400.540 of this Code.

6. Accessory uses customarily incidental to permitted uses and otherwise conforming to the provisions contained in Section **400.370**.

C. *Conditionally Permitted Uses.* The following uses may be conditionally permitted provided they obtain a conditional use permit in accordance with Section **400.570** of this Code:

1. Parking lots for adjacent multi-unit residential dwellings, hotels, clubs, motels, and accessory uses to such businesses; or for hospitals, churches, and institutions when such use is adjacent to or within three hundred (300) feet of the main use.

2. Radio, television, broadcasting and recording studios. Associated towers and antennae for radio and television studios shall meet the additional requirements for such use, as contained in the conditional use permit provisions of this Chapter.

D. *Density Regulations.*

1. The minimum lot area is ten thousand (10,000) square feet.
2. The minimum lot width shall be three hundred (300) feet.
3. The maximum lot coverage area shall be fifty percent (50%) of the total lot area.

E. *Height Regulations.* The maximum structure height shall be thirty-five (35) feet.

F. *Yard Regulations.* The setbacks in this district shall be in compliance with the requirements and layout plans in the site plan review regulations contained in Sections **400.390** — 400.440 of this Code.

Section 400.165. "B-3" General Business District Use Regulations.

[Ord. No. 2865-13 §1(Exh. A §400.165), 4-2-2013]

A. *Intent.* The intent of this district is to provide a zone which is suitable to accommodate basic retail, service and office uses which are not located in the Central Business District but are located adjacent to the Central Business District or on arterials leading to the downtown area. Commercial uses that require large floor areas or large land areas and that are not compatible with the Central Business District are included in this district. In "B-3" Districts, no building, structure, land or premises shall be used; and no building or structure shall be hereafter erected, constructed, reconstructed, moved or altered, other than in conformance with the provisions of this Section.

B. *Permitted Uses.*

1. Any use allowed in the "B-2" District and retail trade, business and professional offices, not listed in the "B-2" District.
2. Automobile sales, service and rental uses; retail sale or rental of building materials, light construction equipment, farm machinery and equipment, electrical, mechanical, plumbing and HVAC supplies; and repair services for such automobile, farm or light construction equipment.
3. Banks; research, development, laboratory and testing services; copying and printing services that have a retail component, open to the public at the facility; gasoline service stations; retail sales of tobacco, package liquor, beer, wine or other alcohol; restaurants, bars, pubs and taverns
4. Hospital services; churches; hotels, motels, tourist courts; schools.
5. Signs, as provided in Sections **400.485** — 400.540 of this Code.
6. Accessory uses customarily incidental to permitted uses and otherwise conforming to the provisions contained in Section **400.370**.

C. *Conditionally Permitted Uses.* The following uses may be conditionally permitted provided they obtain a conditional use permit in accordance with Section **400.570** of this Code:

1. Amusement parks, go-cart tracks, animal and vehicle racetracks, golf driving ranges.
2. Heliport pads, prisons, telecommunications towers.
3. Trash services, truck washing services.

D. *Density Regulations.*

1. The minimum lot area is ten thousand (10,000) square feet.
2. The minimum lot width shall be three hundred (300) feet.

3. The maximum lot coverage area shall be fifty percent (50%) of the total lot area.

E. *Height Regulations.* The maximum structure height shall be thirty-five (35) feet.

F. *Yard Regulations.* The setbacks in this district shall be in compliance with the requirements and layout plans in the site plan review regulations contained in Sections **400.390** — 400.440 of this Code.

Section 400.170. "B-4" Central Business District Use Regulations.

[Ord. No. 2865-13 §1(Exh. A §400.170), 4-2-2013]

A. *Intent.* The intent of this district is to provide a zone which will accommodate the broad range of retail shopping activities; office and trade uses that are normally found in the core area of a City and residential uses established at the perimeter of the downtown. This area generally developed early in the City's history and has traditionally been the City's core business and trade area. This area has suffered due to continued development patterns along the major highway corridors and decline in the residential areas in and adjacent to this district. These district regulations and use groupings are intended to strengthen the business level of the downtown business district and re-establish its contribution to the vitality of the City. In "B-4" Districts, no building, structure, land or premises shall be used; and no building or structure shall be hereafter erected, constructed, reconstructed, moved or altered, other than in conformance with the provisions of this Section.

B. *Permitted Uses.*

1. Any use permitted in the "R-1", "R-2" and "R-3" Districts.

2. Restaurants, bars, pubs and other drinking establishments; and entertainment venues such as bowling alleys, billiard halls, arcades and reception halls.

3. Retail establishments, including, but limited to, art studios, general stores, convenience stores, gasoline and service stations, liquor stores, department stores, small appliance sales and service, lumberyards, hardware stores and other general retail establishments.

4. Pest control services, electrical, plumbing, HVAC and general contractor offices and shops; small manufacturing operations that serve a retail or general sales outlet in the same premises such as bakeries, brew pubs, candy or confectioneries, picture frame manufacturing, repair and sales, cabinetmakers, printing shops, sign shops, home decor product manufacturing and other similar, low impact manufacturing operations that primarily serve a retail outlet at the same location.

5. Schools, day cares and office uses including, but not limited to, doctors, chiropractors, accountant and tax preparation, legal, planning, engineering or surveying, insurance, travel agencies, and other similar services.

6. Signs, as provided in Sections **400.485** — 400.540 of this Code.

7. Accessory uses customarily incidental to permitted uses and otherwise conforming to the provisions contained in Section **400.370**.

C. *Conditionally Permitted Uses.* The following uses may be conditionally permitted provided they obtain a conditional use permit in accordance with Section **400.570** of this Code:

1. Product wholesalers, warehousing and storage not an accessory use to an otherwise permitted use and motor freight terminals.

D. *Density Regulations.*

1. There is no minimum lot area, width or coverage requirements in this district, except that any building constructed must meet the minimum area or distance requirements of the Building Code in effect at the time of construction.

E. *Height Regulations.*

1. The maximum building height shall be sixty (60) feet.

F. *Yard Regulations.* The setbacks in this district shall be in compliance with the requirements and layout plans in the site plan review regulations contained in Sections **400.390** — 400.440 of this Code, and must meet the adjustment requirements contained in the Supplementary District Regulations in Section **400.310**.

Section 400.180. "I-1" Light Industrial District Use Regulations.

[Ord. No. 2865-13 §1(Exh. A §400.180), 4-2-2013]

A. *Intent.* The "I-1" Light Industrial District is intended for business uses conducting light manufacturing, assembling and fabrication, warehousing, wholesaling and service operations which conduct activities which do not have the impacts of heavy industrial or manufacturing uses. The district is also intended to serve as a transition between more intense industrial development and commercial, office or multi-family residential development. In "I-1" Districts, no building, structure, land or premises shall be used; and no building or structure shall be hereafter erected, constructed, reconstructed, moved or altered, other than in conformance with the provisions of this Section.

B. *Permitted Uses.*

1. Any establishment which provides supplies and/or services primarily to commercial and industrial customers, such as janitorial services, sign shops, packaging or shipping service, locksmith or printing, lithographing, engraving, photocopying, blueprinting, publishing and binding establishments.

2. Any manufacturing, production, processing, cleaning, servicing, testing, repair or storage of materials, goods, products or food products and business and sales offices accessory thereto.

3. Any non-residential use allowed in the "B-1", "B-2", "B-3", and "B-4" Districts, including any office/retail/warehouse combinations, provided not more than twenty-five percent (25%) of the gross building floor area shall be used for retail activities; and the outdoor storage of manufactured materials or products provided all outside storage is screened from any public right-of-way.

4. Heavy equipment and machinery, commercial truck and tractor sales, rental and service.

5. Signs, as provided in Sections **400.485** — 400.540 of this Code.

6. Accessory uses customarily incidental to permitted uses and otherwise conforming to the provisions contained in Section **400.370**.

C. *Conditionally Permitted Uses.* The following uses may be conditionally permitted provided they obtain a conditional use permit in accordance with Section **400.570** of this Code:

1. Sanitary landfills, recycling centers, transfer stations, trash service companies.

2. Storage, warehousing and/or sales of hazardous materials, including, but not limited to bulk agricultural fertilizers, petroleum stations and terminals, liquid petroleum gas, radioactive

materials processing and storage connected with a manufacturing business.

3. Electric generation plants, electric utility maintenance yard, permanent concrete or asphalt manufacturing or mixing plants, prisons, mining, quarrying of gravel, sand or stone.

D. *Density Regulations.*

1. The minimum lot area is ten thousand (10,000) square feet.

2. The minimum lot width shall be one hundred (100) feet.

3. The maximum lot coverage area shall be fifty percent (50%) of the total lot area.

E. *Height Regulations.* The maximum structure height shall be fifty (50) feet.

F. *Yard Regulations.* The setbacks in this district shall be in compliance with the requirements and layout plans in the site plan review regulations contained in Sections **400.390** — 400.440 of this Code.

Section 400.190. "I-2" Heavy Industrial District — Use Regulations.

[Ord. No. 2865-13 §1(Exh. A §400.190), 4-2-2013]

A. *Intent.* The intent of the "I-2" Heavy Industrial District is intended for heavy industrial uses and other uses not otherwise provided for in the "I-1" District. The intensity of uses in this district makes it necessary to separate it from all residential districts wherever possible with good accessibility provided to major rail, air and highway facilities. In "I-2" Districts, no building, structure, land or premises shall be used; and no building or structure shall be hereafter erected, constructed, reconstructed, moved or altered, other than in conformance with the provisions of this Section.

B. *Permitted Uses.*

1. Any use permitted in the "I-1" District.

2. Any of the following uses unless they are within five hundred (500) feet of any residential properties, in such event a conditional use permit shall be required.

a. Manufacturing and storage of products including, but not limited to, gas, solid or liquid flammable or corrosive materials; fertilizers; glass; roofing and other construction materials; vehicle, aircraft or other heavy equipment; cement, asphalt or other paving materials; and uses classified as a High-Hazard Group H occupancy as determined by the International Building Code.

b. Manufacturing of products using hazardous substances.

c. Metal, wire and metal or wire products manufacturing.

d. Recycling or reprocessing of plastics, glass, metals, batteries.

e. Stockyards, slaughterhouse or meat processing.

3. Solid waste transfer stations or recycling station where all materials are contained in an enclosed trailer or building; composting plants.

4. Electric generation plants, electric utility maintenance yard, permanent concrete or asphalt manufacturing or mixing plants.

5. Signs, as provided in Sections **400.485** — 400.540 of this Code.

6. Accessory uses customarily incidental to permitted uses and otherwise conforming to the provisions contained in Section **400.370**.

C. *Conditionally Permitted Uses*. The following uses may be conditionally permitted provided they obtain a conditional use permit in accordance with Section **400.570** of this Code:

1. Agricultural chemicals and fertilizer manufacturing, retail sale of hazardous chemicals or fertilizers, wholesale liquid petroleum gas, bulk petroleum stations and terminals, radioactive materials processing, storage or manufacturing.

2. Mining, quarrying of gravel, sand or stone.

3. Sanitary landfills.

D. *Density Regulations*.

1. The minimum lot area is ten thousand (10,000) square feet.

2. The minimum lot width shall be one hundred (100) feet.

3. The maximum lot coverage area shall be fifty percent (50%) of the total lot area.

E. *Height Regulations*. There is no maximum structure height.

F. *Yard Regulations*. The setbacks in this district shall be in compliance with the requirements and layout plans in the site plan review regulations contained in Sections **400.390** — 400.440 of this Code.

14-301 OFFICE AND COMMERCIAL DISTRICTS

14-301-01 DISTRICTS

14-301-01-A. LIST

The city's office and commercial zoning districts are listed below. When this development ordinance refers to "office" zoning districts or "O" districts it is referring to the O-1 and O-2 districts. When it refers to "commercial" zoning districts or "C" districts, it is referring to the C-1, C-2 and C-3 districts.

Map Symbol	District Name
O-1	Office-Residential
O-2	Office
C-1	Neighborhood Commercial
C-2	General Commercial
C-3	Service Commercial

14-301-01-B. NAMES

The district naming convention is intended to provide a general indication of the relative intensity of the districts, with the C-3 representing a more permissive/intensive district than O-1, O-2, C-1 or C-2.

14-301-02 PURPOSES

14-301-02-A. O-1 DISTRICT

The O-1 district is primarily intended to accommodate low-intensity office uses and buildings containing a mix of office uses and residential uses.

14-301-02-B. O-2 DISTRICT

The O-2 district is primarily intended to accommodate moderate- to high-intensity office uses.

14-301-02-C. C-1 DISTRICT

The C-1 district is primarily intended to accommodate neighborhood-serving retail sales and service uses, as well as vertical mixed-use buildings with retail sales and service uses on the ground floor and residential uses on upper floors.

14-301-02-D. C-2 DISTRICT

The C-2 district is primarily intended to accommodate community- and region-serving retail sales and service uses.

14-301-02-E. C-3 DISTRICT

The C-3 district is intended to accommodate "heavier" commercial activities and limited warehousing and manufacturing operations that are typically not found in or compatible with mixed-use or neighborhood-oriented environments.

14-301-03 USES

14-301-03-A. USE TABLE

Uses are allowed in O and C zoning districts in accordance with *Table 301-1*, below.

14-301-03-B. USE CLASSIFICATION SYSTEM

For the purpose of this development ordinance, uses are classified into "use groups," "use categories," and "specific use types." These are described and defined in Article 14-200. The first column of *Table 301-1* lists the groups, categories and types allowed in one or more O/C districts.

14-301-03-C. PERMITTED USES

Uses identified with a "P" in *Table 301-1* are permitted as-of-right in the subject zoning district, subject to compliance with all other applicable standards of this development ordinance.

14-301-03-D. PERMITTED USES WITH MINIMUM USE STANDARDS

Uses identified with a "C" in *Table 301-1* are permitted as-of-right in the subject zoning district, subject to compliance with the Use Standards referenced in the right column of the Table, and all other applicable standards of this development ordinance.

14-301-03-E. SPECIAL USES

Uses identified with an "S" in *Table 301-1* may be allowed if reviewed and approved in accordance with the special use procedures of Article 14-704.

14-301-03-F. PROHIBITED USES

Uses not listed and those identified with a "–"in are expressly prohibited.

14-301-03-G. USE STANDARDS

The "use standards" column of *Table 301-1* identifies use-specific standards that apply to some uses. Compliance with such standards is required. Variances to use standards are prohibited.
(History: Ordinance No. 17446, 17496, 17534, 17713, 17727, 17782, 17942, 17988, 18055, 18261, 18286)

Table 301-1
Office and Commercial Districts Use Table

USE GROUP	ZONING DISTRICT					
Use Category └specific use type	**O-1**	**O-2**	**C-1**	**C-2**	**C-3**	**Use Standards**
P: Permitted **S :** Special Use Permit Required **C:** Conditional uses **–** Not Allowed						
RESIDENTIAL						
Household Living						
└above ground floor or mixed in a building with 50% of the square footage on the main floor being commercial	P	P	P	P	–	
Multi unit house (3-8 units)	P					
Multiplex (3-8 units)	P					
Apartments	P					
Group Living						
└Group home, Type 1 or Type 2	C	C	C	C	–	14-404
└Nursing home	P	P	P	P	–	
└Recovery center				C	C	14-407, 14-415
└All other group living	P	P	P	P	–	
PUBLIC/CIVIC						
College/University	–	P	–	P	P	
Day Care						
└Home-based (1–4)	C	C	C	C	–	
└Family (5–10)	C	C	C	C	–	14-401
└Group(11–20)	C	C	C	C	–	14-401
└Center (21+)	–	C	C	C	–	14-401
Government Buildings/Facilities	P	P	P	P	P	
Hospital	–	C	–	C	–	14-407
Library/Cultural Exhibit	C	C	C	C	C	14-407
Park/Recreation	C	C	C	C	C	14-407
Religious Assembly	P	P	P	P	P	
Safety Service	C	C	C	C	C	14-407
School	P	P	P	P	P	
Utilities and Services						
└Basic, minor	P	P	P	P	P	
└All other utilities and services	P	P	P	P	P	

USE GROUP Use Category └specific use type	ZONING DISTRICT O-1	O-2	C-1	C-2	C-3	Use Standards
P: Permitted **S :** Special Use Permit Required **C:** Conditional uses **–** Not Allowed						
COMMERCIAL						
Animal Service						
└Sales and grooming	–	–	P	P	–	
└Shelter or boarding [1]	–	–	–	P	P	
└Veterinary	–	–	P	P	P	
└Stable	–	–	–	–	P	
Artist Work or Sales Space	P	P	P	P	–	
Building Maintenance Service	–	–	–	P	P	
Business Equipment Sales and Service	–	–	–	P	P	
Business Support Service						
└Day labor employment agency	–	–	–	–	P	
└Employment agency	–	P	–	P	P	
└All other business support service	–	P	–	S	P	
Communication Service	–	P	–	P	P	
Construction Services						
└No outdoor storage of equipment or materials	–	–	P	P	P	
└With outdoor storage of equipment and materials	–	–	–	–	C	14-503
Drive-Through Facility	–	–	P	P	P	
Eating and Drinking Establishments						
└Tavern or nightclub	–	–	–	P	–	
└All other eating/drinking establishments	P	P	P	P	P	
Entertainment and Spectator Sports						
└Indoor small venue (1–149 capacity)	–	–	P	P	P	
└Indoor medium venue (150–499 capacity)	–	–	–	P	P	
└Indoor large venue (500+ capacity)	–	–	–	P	P	
└Outdoor (all sizes)	–	–	–	C	C	14-411
Financial Service						
└Pawn shop	–	–	–	C	C	14-402
└Short-term loan service	–	–	–	C	C	14-402
└All other financial services	P	P	P	P	P	
Food and Beverage Retail Sales	P	–	P	P	–	
Funeral and Interment Service						
└Cemetery/columbarium/mausoleum	–	–	–	P	P	
└Cremating	–	–	–	P	P	
└Undertaking	-	–	P	P	P	
Gasoline and Fuel Sales						
└Convenience store with fuel sales	–	–	–	C	C	14-403
Lodging						
└Bed and Breakfast	–	–	P	P	–	
└Hotel/motel	–	–	–	P	–	
└Recreational vehicle park	–	–	–	C	C	14-405
Medical Service	P	P	P	P	P	
Office	P	P	P	P	P	
Parking, Non-accessory	–	–	–	P	P	
Personal Improvement Service						
└Body art service	–	–	–	C/S	–	14-416
└Fortune telling service	–	–	–	P	–	
└Yoga and fitness studios, health clubs, martial arts studios		P	P	P	P	
└All other personal improvement services	P	P	P	P	–	
Repair or Laundry Service	–	–	P	P	P	

[1] Outdoor animal confinement areas not permitted within 200 feet of R zoning district.

USE GROUP	ZONING DISTRICT					
Use Category └specific use type	**O-1**	**O-2**	**C-1**	**C-2**	**C-3**	**Use Standards**
P: Permitted **S :** Special Use Permit Required **C:** Conditional uses **–** Not Allowed						
Retail Sales	–	–	P	P	P	
└Tobacco/Convenience Store	–	–	C/S	C/S	–	14-419
Sports and Recreation, Participant						
└Indoor	–	–	–	P	P	
└Outdoor	–	–	–	P	P	
Vehicle Sales and Service						
└Car wash/cleaning service	–	–	–	S	S	14-413
└Heavy equipment sales/rental	–	–	–	–	P	
└Light equipment sales/rental (indoor)	–	–	–	P	P	
└Light equipment sales/rental (outdoor)	–	–	–	C/S	C/S	14-409
└Motor vehicle repair, limited	–	–	–	C	C	14-418
└Motor vehicle repair, general	–	–	–	–	C	14-418
Vehicle Storage and Towing						
└Vehicle storage/tow lots	–	–	–	–	S	14-408
└Tow lot, limited				C	C	14-408
└Tow service dispatch center					C	14-408
INDUSTRIAL						
Manufacturing, Production and Industrial Service						
└Artisan	–	–	P	P	P	
└Limited	–	–	–	-	P	
└General	–	–	–	–	–	
Recycling Service						
└Limited	–	–	–	–	P	
Residential Storage Warehouse	–	–	–	–	P	
Warehousing, Wholesaling, Freight Movement						
└Indoor	–	–	–	–	P	
└Outdoor	–	–	–	–	P	Not allowed w/in 500' of R district
OTHER						
Agriculture, Crop	P	P	P	P	P	
Agriculture, Urban						
└Home Garden	P	P	P	P	P	
└Community Garden	C	C	C	C	C	14-417
Outdoor Advertising						
└ Off-premise sign	-	-	-	S	-	14-406
Wireless Communication Facility	S/C	S/C	S/C	S/C	S/C	14-410

14-301-04 LOT AND BUILDING STANDARDS

All residential and nonresidential development in O and C districts must comply with the lot and building standards of *Table 301-2*, except as otherwise expressly provided. Rules for measuring compliance with the lot and building standards established in *Table 301-2* and applicable exceptions to the standards can be found in Article 14-202

Table 301-2 **Lot and Building Standards (O & C Districts)**	**O-1**	**O-2**	**C-1**	**C-2**	**C-3**
Lot Size					
└Min. lot area (square feet)	None	None	None	None	None
└Min. lot area per unit (sq. ft.)	1,000	NA	1,000	1,000	NA
└Min. lot width (feet)	None	None	None	None	None
Min. Exterior Setback [1]					
└Abutting residential district	[1]	[1]	[1]	[1]	[1]
└Not abutting R district	15	15	None	15	15
Min. Interior Setback	[2]	[2]	[2]	[2]	[2]

Table 301-2 Lot and Building Standards (O & C Districts)	O-1	O-2	C-1	C-2	C-3
Maximum Height	40	45[3]	40	45[3]	45[3]

Notes to Table 301-2
[1] When an O- or C-zoned lot abuts an R-zoned lot with frontage on the same street, the setback on the O- or C-zoned lot must match the actual exterior setback that exists on the abutting R-zoned lot, or if no building exists on the abutting R-zoned lot, the O- or C-zoned lot must provide the minimum exterior setback that applies to the abutting R-zoned lot.
[2] Interior setbacks are required only when an O- or C-zoned lot abuts R-zoned lots. In such cases, the O- or C-zoned lot must provide the same setback as required for the abutting R-zoned lot.
[3] Additional building height is permitted in O-2, C-2 and C-3 districts if interior setbacks abutting R-zoned lots are increased at least one foot for each one foot of building height in excess of the stated maximum height. On lots that do not abut R-zoned lots, buildings may be increased in height if interior side and interior rear setbacks are increased at least one foot for each three feet of building height in excess of 35 feet.

14-301-05 FLOOR AREA LIMITS FOR COMMERCIAL ESTABLISHMENTS

14-301-05-A. O-1 DISTRICT
Commercial establishments in the O-1 district may not include more than 5,000 square feet of gross floor area in a single tenant space.

14-301-05-B. C-1 DISTRICT
Commercial establishments in the C-1 district may not include more than 15,000 square feet of gross floor area on any single floor in a single tenant space. Food stores (groceries) are not subject to this floor area limit.

14-301-05-C. O-2, C-2 AND C-3 DISTRICTS
No floor area limit applies to commercial establishments in O-2, C-2 or C-3 districts.

14-301-05-D. WAREHOUSING IN C-3 DISTRICTS
Warehousing is limited to 40% of gross floor area and must utilize interior loading docks.

14-301-06 OTHER APPLICABLE REGULATIONS
Uses and development in O and C districts are subject to other standards including the following:

14-301-06-A. PARKING AND LOADING
(See Article 14-501)

14-301-06-B. LANDSCAPING AND SCREENING
(See Article 14-503)

14-301-06-C. NONRESIDENTIAL DESIGN STANDARDS
(See Article 14-506)

14-301-06-D. SIGNS
(See Article 14-504)

14-301-06-E. ACCESSORY USES AND STRUCTURES (INCLUDING FENCES)
(See Article 14-400)

14-301-06-F. SIDEWALKS
Sidewalks are required on both sides of the street in office and commercial zoning districts. Required sidewalks must be installed in the public right-of-way in accordance with Chapter 20, the *Public Works Manual*.

14-301-06-G. PRINCIPAL BUILDINGS

Principal uses must meet the definition of a "building." The following may not be used as principal buildings: mobile homes, camper trailers, or portable facilities on skids, wheels, or other moveable devices.

ORDINANCE No. 25
(Series of 2012)

AN ORDINANCE OF THE ASPEN CITY COUNCIL ADOPTING AMENDMNETS TO THE FOLLOWING CHAPTERS AND SECTIONS OF THE CITY OF ASPEN LAND USE CODE OF THE CITY OF ASPEN MUNICIPAL CODE: 26.710.140 – COMMERCIAL CORE (CC); 26.710.150 – COMMERCIAL (C-1); 26.710.200(B)(1) – COMMERCIAL LODGE (CL), PERMITTED USES, USES ALLOWED IN BASEMENT AND GROUND FLOORS; 26.575.020(F)(4)(E) – MEASURING BUILDING HEIGHTS, ALLOWED EXCEPTIONS TO HEIGHT LIMITATIONS, MECHANICAL EQUIPMENT.

WHEREAS, in accordance with Sections 26.208 and 26.310 of the City of Aspen Land Use Code, the City Council of the City of Aspen directed the Community Development Department to explore code amendments related to the allowed heights and land uses in the downtown; and,

WHEREAS, pursuant to Section 26.310, applications to amend the text of Title 26 of the Municipal Code shall begin with Public Outreach, a Policy Resolution reviewed and acted on by City Council, and then final action by City Council after reviewing and considering the recommendation from the Community Development; and,

WHEREAS, pursuant to Section 26.310.020(B)(1), the Community Development Department conducted Public Outreach, including three small group meetings, an Open City Hall Forum, an on-line survey, and individual letters from members of the public, to gain feedback from the community on potential code changes to the CC and C-1 zone districts; and,

WHEREAS, the more than 200 individuals were engaged in the Public Outreach process; and,

WHEREAS, during a duly noticed public hearing on August 27, 2012, the City Council approved a Policy Resolution, Resolution 82, Series of 2012, directing staff to process code amendments related to heights and land uses in the downtown, by a three - two (3 - 2) vote; and,

WHEREAS, the Community Development Director has recommended approval of the proposed amendments to the City of Aspen Land Use Code Sections 26.710.140 – Commercial Core (CC); 26.710.150 – Commercial (C-1); 26.710.200(B)(1) – Commercial Lodge (CL), Permitted Uses, Uses allowed in basement and ground floors; 26.575.020(F)(4)(e) – Measuring Building Heights, Allowed Exceptions to Height Limitations, Mechanical Equipment; and,

WHEREAS, the Aspen City Council has reviewed the proposed code amendments ad finds that the amendments meet or exceed all applicable standards pursuant to Chapter 26.310.050; and,

WHEREAS, the Aspen City Council finds that this Ordinance furthers and is necessary for the promotion of public health, safety, and welfare; and

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO THAT:

Section 1: 26.710.140 – Commercial Core (CC), shall be amended as follows:

A. Purpose. The purpose of the Commercial Core (CC) Zone District is to allow the use of land for retail, service, commercial, recreation and institutional purposes within mixed-use buildings to support and enhance the business and service character in the historic central business core of the City. The district permits a mix of retail, office, lodging, affordable housing, and short term vacation rental uses oriented to both local and tourist populations to encourage a high level of vitality. Retail and restaurant uses are appropriate for ground floors of buildings while residential and office uses are not permitted on ground floors.

B. Permitted uses. The following uses are permitted as of right in the Commercial Core (CC) Zone District:

1. Uses allowed on basement floors: Retail and restaurant uses, office uses, uses and building elements necessary and incidental to uses on other floors. Lodging uses, only when the entire building is dedicated to lodging and associated commercial use.

2. Uses allowed on the ground floor: Retail and restaurant uses and uses and building elements necessary and incidental to uses on other floors. Lodging uses, only when the entire building is dedicated to lodging and associated commercial use. Office uses are prohibited on the ground floor except within spaces set back a minimum of forty (40) feet from a street and recessed behind the front-most street-facing façade. This prohibition shall not apply to split-level buildings (see definition) or properties north of Main Street. Parking shall not be allowed as the sole use of the ground floor. Automobile drive-through service is prohibited.

3. Uses allowed on second floors: Retail and restaurant uses, office uses, lodging, timeshare lodge, affordable multi-family housing, home occupations, and vacation rentals in new residential units and any residential unit established prior to the adoption of Ordinance 25, 2012.

4. Uses allowed on basement, ground and second floors: Retail and restaurant uses, neighborhood commercial uses, service uses, arts, cultural and civic uses, public uses, recreational uses, academic uses, child care center, accessory uses and structures, storage accessory to a permitted use, uses and building elements necessary and incidental to uses on other floors, including parking accessory to a permitted use, and farmers' market, provided that a vending agreement is obtained pursuant to Section 15.04.350(B).

5. Uses allowed on third floors: Lodging and associated commercial uses, only when the entire building is dedicated to lodging and associated commercial uses, and vacation rentals in residential units established prior to the adoption of Ordinance 25, 2012.

C. Conditional uses. The following uses are permitted as conditional uses in the Commercial Core (CC) Zone District, subject to the standards and procedures established in Chapter 26.425:

1. Gasoline service station.

2. Commercial parking facility, pursuant to Chapter 26.515.

D. Dimensional requirements. The following dimensional requirements shall apply to all permitted and conditional uses in the Commercial Core (CC) Zone District:

1. Minimum Gross Lot Area (square feet): No requirement.

2. Minimum Net Lot Area per dwelling unit (square feet): No requirement.

3. Minimum lot width (feet): No requirement.

4. Minimum front yard setback (feet): No requirement.

5. Minimum side yard setback (feet): No requirement.

6. Minimum rear yard setback (feet): No requirement

7. Minimum utility/trash/recycle area: Pursuant to Section 26.575.060.

8. Maximum height (feet):

    a. For properties located on the south side of a Street:

        i. Twenty-Eight (28) feet for two story elements of a building.

    b. For properties located on the north side of a Street:

        i. Twenty-Eight (28) feet for two story elements of a building.

        ii. Thirty-eight (38) feet for three-story elements of a building, which may be increased to forty (40) feet through commercial design review. See Chapter 26.412 and the *Commercial, Lodging and Historic District Design Objectives and Guidelines*.

            a) Achieving the maximum height is subject to compliance with applicable design standards, view plane requirements, public amenity requirements and other dimensional standards. Accordingly, the maximum height is not an entitlement and is not achievable in all situations.

            b) The footprint of all third story conditioned space shall not exceed 50% of the gross parcel square footage. The location of the third story is subject to review and compliance with Chapter 26.412 and the *Commercial, Lodging and Historic District Design Objectives and Guidelines*. City Council may approve third story conditioned space that exceeds this footprint limitation if the proposed development is compatible with the community character and is in harmony with the public interest.

9. Minimum floor heights:

a. *Minimum First Floor to Second Floor floor-to-floor*: Thirteen (13) feet.

b. *Minimum Upper Floor-to-ceiling height:* Nine (9) feet.

c. Floor-to-Ceiling heights in upper floors shall be less than the floor-to-ceiling height of the first floor.

10. Minimum distance between buildings on the lot (feet): No requirement.

11. Public amenity space: Pursuant to Section 26.575.030.

12. Floor area ratio (FAR): The following FAR schedule applies to uses cumulatively up to a total maximum FAR of 2.75:1. Achieving the maximum floor area ratio is subject to compliance with applicable design standards, view plane requirements, public amenity requirements and other dimensional standards. Accordingly, the maximum FAR is not an entitlement and is not achievable in all situations.

    a. *Commercial uses*: 2:1.

    b. *Arts, cultural and civic uses, public uses, recreational uses, academic uses, child care center and similar uses*: 2.75:1.

    c. *Affordable multi-family housing*: No limitation.

    d. *Lodging*: 0.5:1, which may be increased to 2.5:1 if the individual lodge units on the parcel average five hundred (500) net livable square feet or less, which may be comprised of lock-off units.

14. Maximum lodge unit size (square feet): 1,500. When units are comprised of lock-off units, this maximum shall apply to the largest possible combination of units.

15. Commercial/residential ratio: The total residential net livable area shall be no greater than the total above-grade floor area associated with the uses described in Subparagraphs 26.710.140.D.12.a. and b. combined on the same parcel.

Section 2: 26.710.150 – Commercial (C-1), shall be amended as follows:

A. Purpose. The purpose of the Commercial (C-1) Zone District is to provide for the establishment of mixed-use buildings with commercial uses on the ground floor, opportunities for affordable multi-family residential density, and to support vacation rentals of residential dwelling units. A transition between the commercial core and surrounding residential neighborhoods has been implemented through a slight reduction in allowable floor area as compared to the commercial core, the ability to occupy the ground floor with offices, and a separate chapter in the commercial design guidelines

B. Permitted uses. The following uses are permitted as of right in the Commercial (C-1) Zone District:

1. Uses allowed on basement, ground and second floors: Retail and restaurant uses, neighborhood commercial uses, service uses, lodging uses, office uses, arts, cultural and civic uses, public uses, recreational uses, academic uses, child care center, bed and

breakfast, accessory uses and structures, uses and building elements necessary and incidental to uses on other floors, including parking accessory to a permitted use, storage accessory to a permitted use, farmers' market, provided that a vending agreement is obtained pursuant to Section 15.04.350(b). Parking shall not be allowed as the sole use of the ground floor. Automobile drive-through service is prohibited.

2. Uses allowed on second floors: Lodging, affordable multi-family housing, home occupations, and vacation rentals in new residential units and any residential unit established prior to the adoption of Ordinance 25, 2012.

3. Uses allowed on third floors: Lodging and associated commercial uses, only when the entire building is dedicated to lodging and associated commercial uses, and vacation rentals in residential units established prior to the adoption of Ordinance 25, 2012.

C. Conditional uses. The following uses are permitted as conditional uses in the Commercial (C-1) Zone District, subject to the standards and procedures established in Chapter 26.425:

1. Affordable multi-family housing, or home occupations on the ground floor.

2. Commercial parking facility, pursuant to Section 26.515.

D. Dimensional requirements. The following dimensional requirements shall apply to all permitted and conditional uses in the Commercial (C-1) Zone District:

1. Minimum Gross Lot Area (square feet):

   a. *Bed and breakfast*: 3,000.

   b. *All other uses*: No requirement.

2. Minimum Net Lot Area per dwelling unit (square feet):

   a. *Bed and breakfast*: Same as R-6 Zone District.

   b. *All other uses*: No requirement.

3. Minimum lot width (feet):

   a. *Bed and breakfast*: Same as R-6 Zone District.

   b. *All other uses*: No requirement.

4. Minimum front yard setback (feet):

   a. *Bed and breakfast*: Same as R-6 Zone District.

   b. *All other uses*: No requirement.

5. Minimum side yard setback (feet):

   a. *Bed and breakfast*: Same as R-6 Zone District.

   b. *All other uses*: No requirement.

6. Minimum rear yard setback (feet):

   a. *Bed and breakfast*: Same as R-6 Zone District.

   b. *All other uses*: No requirement.

7. Minimum utility/trash/recycle area: Pursuant to Section 26.575.060.

8. Maximum height:

   a. *Bed and breakfast*: Same as R-6 Zone District.

   b. *All other uses*:

   c. For properties located on the south side of a Street:

      i. Twenty-Eight (28) feet for two story elements of a building.

   d. For properties located on the north side of a Street:

      i. Twenty-Eight (28) feet for two-story elements of a building. Thirty-six (36) feet for three-story elements of a building, which may be increased to thirty-eight (38) feet through commercial design review. See Chapter 26.412 and the *Commercial, Lodging and Historic District Design Objectives and Guidelines.*

      ii. Achieving the maximum height is subject to compliance with applicable design standards, view plane requirements, public amenity requirements and other dimensional standards. Accordingly, the maximum height is not an entitlement and is not achievable in all situations.

      iii. The footprint of all third story conditioned space shall not exceed 50% of the gross parcel square footage. The location of the third story is subject to review and compliance with Chapter 26.412 and the *Commercial, Lodging and Historic District Design Objectives and Guidelines.* City Council may approve third story conditioned space that exceeds this footprint limitation if the proposed development is compatible with the community character and is in harmony with the public interest.

9. Minimum floor heights:

   a. *Minimum First Floor to Second Floor floor-to-floor height*: Eleven (11) feet.

   b. *Minimum Upper Floor-to-ceiling height:* Nine (9) feet.

   c. Floor-to-Ceiling heights in upper floors shall be less than the floor-to-ceiling height of the first floor.

10. Minimum distance between buildings on the lot (feet):

    a. *Bed and breakfast*: Same as R-6 Zone District.

    b. *All other uses*: No requirement.

11. Public amenity space: Pursuant to Section 26.575.030.

12. Floor area ratio (FAR): The following FAR schedule applies to uses cumulatively up to a total maximum FAR of 2.5:1. Achieving the maximum floor area ratio is subject to compliance with applicable design standards, view plane requirements, public amenity requirements and other dimensional standards. Accordingly, the maximum FAR is not an entitlement and is not achievable in all situations.

    a. *Commercial uses:* 1.5:1.

    b. *Arts, cultural and civic uses, public uses, recreational uses, academic uses, child care center and similar uses:* 2.5:1.

    c. *Affordable multi-family housing:* No limitation.

    d. *Lodging:* .5:1, which may be increased to 2:1 if the individual lodge units on the parcel average five hundred (500) net livable square feet or less, which may be comprised of lock-off units.

    e. *Bed and breakfast (as the sole use of parcel and not cumulative with other uses)*: Eighty percent (80%) of allowable floor area of a same-sized lot located in the R-6 Zone District. (See R-6 Zone District.) Extinguishment of historic TDRs shall not permit additional FAR for single-family or duplex development.

13. Maximum lodge unit size (square feet): 1,500. When units are comprised of lock-off units, this maximum shall apply to the largest possible combination of units.

Commercial/residential ratio: The total residential net livable area shall be no greater than the total above-grade floor area associated with the uses described in Subparagraphs 26.710.150.D.12.a. and b. combined on the same parcel.

Section 3: 26.710.200(B)(1) – Commercial Lodge (CL), Permitted Uses, Uses allowed in basement and ground floors, shall be amended as follows:

B. Permitted uses. The following uses are permitted as of right in the Commercial Lodge (CL) Zone District:

1. Uses allowed in basement and ground floors: Lodging uses, conference facilities, retail and restaurant uses, office uses, neighborhood commercial uses, service uses, arts, cultural and civic uses, public uses, recreational uses, academic uses, and child care center. Uses and facilities necessary and incidental to uses on Upper Floors. Parking shall not be allowed as the sole use of the ground floor. Automobile drive-through service is prohibited.

Section 4: 26.575.020(F)(4)(e) – Measuring Building Heights, Allowed Exceptions to Height Limitations, Mechanical Equipment, shall be amended as follows:

e) *Mechanical Equipment.* Heating, ventilation, and air conditioning systems, and similar mechanical equipment or utility apparatus located on top of a building may extend up to six (6) feet above height of the building at the point the equipment is attached. This allowance is inclusive of any pad the equipment is

placed on, as well as any screening. Mechanical equipment shall be screened, combined, and co-located to the greatest extent practicable. On structures other than a single-family or duplex residential building or an accessory building, all mechanical equipment shall be set back from any Street facing façade of the building a minimum of fifteen (15) feet.

Section 5: Effect Upon Existing Litigation.
This ordinance shall not affect any existing litigation and shall not operate as an abatement of any action or proceeding now pending under or by virtue of the ordinances repealed or amended as herein provided, and the same shall be conducted and concluded under such prior ordinances.

Section 6: Severability.
If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional in a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions thereof.

Section 7: Effective Date.
In accordance with Section 4.9 of the City of Aspen Home Rule Charter, this ordinance shall become effective thirty (30) days following final passage.

Section 8:
A public hearing on this ordinance shall be held on the 26th day of November, 2012, at a meeting of the Aspen City Council commencing at 5:00 p.m. in the City Council Chambers, Aspen City Hall, Aspen, Colorado, a minimum of fifteen days prior to which hearing a public notice of the same shall be published in a newspaper of general circulation within the City of Aspen.

INTRODUCED, READ AND ORDERED PUBLISHED as provided by law, by the City Council of the City of Aspen on the 12th day of November, 2012.

Attest:

Kathryn S. Koch, City Clerk

1-30-2013

Michael C. Ireland, Mayor

FINALLY, adopted, passed and approved this 14th day of January, 2013.

Attest:

Kathryn S. Koch, City Clerk

1-30-2013

Michael C. Ireland, Mayor

Approved as to form:

City Attorney

at time of initial planting. Shrubs may be clustered rather than evenly spaced.

c. *Outdoor storage*. All permitted and conditional uses shall be conducted within a completely enclosed building with no open storage.

11. *Landscaping*. The required front yard shall be planted with trees, shrubs or well-kept lawn.

[1] *Cross Reference—As to penalty, §**400.1890**.*

Section 400.200. "HCD" Historic Commercial District.

[R.O. 2009 §156.031; Ord. No. 96-40, 2-21-1996; Ord. No. 98-209, 5-15-1998; Ord. No. 00-78, 4-5-2000; Ord. No. 01-156, 7-19-2001; Ord. No. 04-176, 8-4-2004; Ord. No. 10-74 §1, 4-22-2010; Ord. No. 10-244 §1, 11-18-2010; Ord. No. 12-84 §1, 5-24-2012; Ord. No. 12-244 §1, 12-19-2012]

A. *Purpose*. The purpose of the "HCD" Historic Commercial District is to provide for a low intensity restricted mixture of retail shopping, personal service, residential and lodging uses on a comparatively small scale and to preserve historic areas of Saint Charles for future generations and for historic area residents while preserving the integrity of historic areas. It seeks to encourage the growth of historic and cultural activities and events, but discourages events or activities that may misuse historic areas. It is intended to foster and complement the community's tourist industry.

B. *Permitted Uses*.

1. Accounting and auditing agencies.
2. Antique shops.
3. Bakeries or bake shops.
4. Banks, savings and loan associations, but not drive-in or outside automatic teller machines.
5. Barbershops, beauty parlors.
6. Bicycle sales and repair shops.
7. Custom dressmaking or tailoring shops.
8. Data processing centers.
9. Delicatessen businesses.
10. Hobby shops or craft shops.
11. Art galleries and museums.
12. Insurance agencies and services.
13. Investment agencies and services.
14. Patio and garden shops, retail greenhouses.
15. Professional offices exemplified by, but not limited to, those of lawyers, doctors, architects and engineers.
16. Shops for the sale, service or repair of home appliances, shoes, jewelry, stereos, televisions and radios.
17. Public or governmental offices.

18. Public and private libraries.

19. Public parks and open spaces.

20. Real estate agencies and services.

21. Restaurants, but not drive-in.

22. Stores or shops for the conduct of retail business including the sale of books, cards, carpets, clothing, drugs, fabrics, flowers, food, furniture, garden supplies, gifts, groceries, hardware, home appliances, jewelry, musical instruments and records, office supplies and merchandise, optics, paint, shoes, sporting goods, stationery, stereos, televisions and radios, tobacco and similar stores and shops.

23. Specialty shops, boutiques, coffee shops and tea rooms.

24. Travel bureaus and ticket offices.

25. Studios for artists, photographers, teachers, sculptors, musicians or graphic designers.

26. Title companies.

27. Single-family dwellings and apartments with a maximum density of eighteen (18) units per acre.

28. Bed and breakfast establishments, with each guest room having its own independent bath facilities.

29. Wineries.

30. Printing, publishing and engraving.

31. Placement of a telecommunication antenna on an existing telecommunication tower (co-location) where no expansion or enlargement of the existing tower enclosure is required.

C. *Conditional Uses.*

1. The following uses may be permitted in the "HC" district as a conditional use, if approved by the City Council following recommendation by the Planning and Zoning Commission:

   a. Parking lots not accessory to a principal structure and approved through a site plan or parking lots for public use for compensation.

   b. Small manufacturing establishments which produce the following products principally by hand or hand tools:

      (1) Horseshoes,

      (2) Blown glass,

      (3) Ceramics,

      (4) Lead glass,

      (5) Leather goods,

      (6) Woodworks,

      (7) Candles,

      (8) Wrought iron,

(9) Wooden staved barrels,

(10) Rope,

(11) Hand tools,

(12) Metal utensils,

(13) Rugs,

(14) Ice cream,

(15) Candy,

(16) Beer,

(17) Wine,

(18) Tobacco or similar products, and

(19) Any manufacturing establishment regulated by license.

c. Live performance theater, inside only.

d. Auditorium or lecture hall.

e. Multi-family dwellings with more than eighteen (18) units per acre.

f. Telecommunication towers, antennas attached to structures, or placement of a telecommunication antenna on an existing tower (co-location) where an expansion or enlargement of the existing tower enclosure is required. Telecommunication towers shall be located only on property that is a non-residential use.

g. Banquet centers and meetings facilities.

h. Guest house.

2. The provisions of this Section shall apply to all new uses and to existing uses where a substantial change or expansion to the layout, operation or configuration is proposed.

D. *Design Standards.* (See Sections **400.530** et seq. for additional regulations.) The following design standards are required in the "HC" district:

1. Minimum lot area: 7,500 square feet.

2. Minimum lot width at the building line: None.

3. Minimum lot depth: None.

4. Maximum height of building: 2½ stories or 35 feet.

5. Minimum setback requirements measured from the building line to the property line:

a. Front yard setback: 10 feet.

b. Side yard setback: 10 feet only when abutting a residential district.

c. Rear yard setback: 30 feet.

6. Maximum floor area: 5,000 square feet per establishment.

7. *Public utilities.* Requirements are contained in Section **400.610**.

8. Off-street parking and loading.

   a. For all existing buildings, the off-street parking and loading requirements are waived for approved uses.

   b. All new construction shall provide one-half (½) of the parking and loading requirements contained in Sections **400.660** et seq.

   c. All new construction that exceeds the maximum height requirements shall provide one hundred percent (100%) of the parking and loading requirements contained in Sections **400.660** et. seq.

9. Metal clad buildings are prohibited.

10. *Protective screening*.

    a. All exterior solid waste containers and container racks or stands shall be screened from public view by an enclosure which complies with the requirements of Section **400.965(B)(4)**.

    b. Where an "HC" district directly adjoins a residential zoning district or is located across a public street or alley from a residential zoning district, a landscaped greenbelt at least fifteen (15) feet in width shall be provided and maintained along the appropriate property line by the users of the "HC" district property. The open area shall be planted with trees and shrubs. A minimum of one (1) tree shall be planted per thirty (30) lineal feet or fraction thereof for any frontage along a residential zoning district. Required trees shall be at least two and one-half (2½) inch caliper. Trees existing within any required greenbelt at the timeof installation and which are larger than two and one-half (2½) inch caliper shall be preserved and will count toward the minimum landscaping requirements. Newly planted species shall be hardy for the specified area. All landscaping shall be maintained in healthy growing condition and be neat and orderly in appearance. The fifteen (15) foot greenbelt shall not be used for off-street parking facilities or for loading space. Along the inner side (the commercial property side) of the greenbelt, except when the greenbelt adjoins a public street, there shall be provided either:

       (1) A continuous visual screen with a minimum height of six (6) feet, such screen consisting of a compact evergreen hedge or foliage screening; or

       (2) An ornamental masonry wall or wood fence at least six (6) feet in height above grade, in which case one (1) shrub shall be planted in the greenbelt per ten (10) lineal feet or fraction thereof. Required shrubs shall be a minimum of eighteen (18) inches in height at time of initial planting. Shrubs may be clustered rather than evenly spaced.

Section 400.210. "C-1" Neighborhood Business District.

[R.O. 2009 §156.032; CC 1981 §30-33; Ord. No. 77-31, 7-5-1977; Ord. No. 82-29, 4-21-1982; Ord. No. 90-188, 7-18-1990; Ord. No. 93-218, 9-22-1993; Ord. No. 98-209, 5-15-1998; Ord. No. 00-78, 4-5-2000; Ord. No. 01-111, 6-8-2001; Ord. No. 01-156, 7-19-2001; Ord. No. 02-130, 5-28-2002; Ord. No. 04-176, 8-4-2004; Ord. No. 05-319, 12-22-2005; Ord. No. 09-227, 12-10-2009; Ord. No. 10-74 §1, 4-22-2010; Ord. No. 10-244 §1, 11-18-2010; Ord. No. 11-106 §2, 6-9-2011]

A. *Purpose*. The purpose of the "C-1" Neighborhood Business District is to provide primarily for a restricted mixture of retail shopping, personal service, and residential uses, on a comparatively small scale, to be developed either as a unit or in individual parcels and to serve the needs of a relatively small area, primarily nearby residential neighborhoods.

B. *Permitted Uses.* A building or land in the "C-1" district shall be used only for the following purposes:

1. One (1) dwelling unit may be permitted on the second (2nd) floor or above.
2. Accounting and auditing agencies.
3. Antique shops with no outside display or storage.
4. Bakeries or bake shops.
5. Banks and savings and loan associations.
6. Barber shops, beauty parlors and day spas. All persons practicing massage in a day spa shall be licensed pursuant to Chapter **660** of this Code.
7. Bicycle sales and repair shops.
8. Custom dressmaking or tailoring shops.
9. Data processing centers.
10. Day care facilities.
11. Delicatessen businesses.
12. Hobby shops or craft shops.
13. Institutions, art galleries and museums.
14. Insurance agencies and services.
15. Investment agencies and services.
16. Places of worship.
17. Public and governmental buildings and offices.
18. Public and private libraries.
19. Public parks and open spaces.
20. Real estate agencies and services.
21. Restaurants, but not drive-in restaurants.
22. Stores or shops for the conduct of retail business including sale of books, carpets, clothing, drugs, fabrics, flowers, food, furniture, gifts, garden supplies, groceries, hardware, musical instruments and records, office supplies, paint, sporting goods, stationery, tobacco and similar stores and shops.
23. Studios for artists, photographers, teachers, sculptors or musicians.
24. Temples and meeting facilities for fraternal, religious, masonic and philanthropic clubs and organizations.
25. Theaters, but not drive-in.
26. Title companies.
27. Neighborhood health and fitness center.
28. Placement of a telecommunication antenna on an existing telecommunication tower (co-

location) where no expansion or enlargement of the existing tower enclosure is required.

29. Business, medical and professional offices.

C. *Conditional Uses.*

1. The following uses may be permitted in the "C-1" district as a conditional use if approved by the City Council following recommendation by the Planning and Zoning Commission:

a. Any conditional use in the "O-I" Office Institution District unless otherwise permitted by the "C-1" district.

b. Small manufacturing establishment which produces the following products principally by hand or hand tools:

(1) Horseshoes,

(2) Blown glass,

(3) Ceramic,

(4) Lead glass,

(5) Leather goods,

(6) Woodwork,

(7) Candles,

(8) Wrought iron,

(9) Wooden staved barrels,

(10) Rope,

(11) Hand tools,

(12) Metal utensils, or

(13) Rugs and similar products.

c. Temporary shelters subject to the following standards as may be modified through the conditional use process:

(1) An application for a conditional use permit for a temporary shelter shall include information about the size and design of the structure, population groups served, length of stay permitted, maximum design capacity and support services provided. These items shall be used to determine if the facility is in conformance with the character of the adjacent area.

(2) A temporary shelter shall not be located within one thousand (1,000) feet of another temporary shelter.

(3) The minimum lot area for a temporary shelter shall be seven thousand five hundred (7,500) square feet. If a proposed temporary shelter structure is larger than two thousand five hundred (2,500) square feet of gross floor area, there shall be provided an additional one thousand five hundred (1,500) square feet of lot area for each additional five hundred (500) square feet of gross floor area within the structure.

(4) The shelter shall submit a semi-annual report to the Department of Community

Development stating maximum monthly occupancy level and support services provided by the shelter.

d. Garages for public parking.

e. Bed and breakfast establishments.

f. Nurseries for growing plants, trees, shrubs.

g. Parking lots or garages not accessory to a principal structure and approved through a site plan or parking lots or garages for public use for compensation.

h. Any of the uses listed as permitted, which are greater in height than two and one-half (2½) stories or thirty-five (35) feet and/or greater than three thousand (3,000) square feet of maximum floor area per establishment.

i. Pet adoption centers with no more than one (1) open pen or run at least three hundred (300) feet from a residential district. The City Council shall impose any conditions it deems appropriate for protection of adjoining properties from noise and odor which may include, but are not limited to, requiring berms, walls, plantings.

j. Hospitals or clinics for small animals, dogs, cats, birds and the like; provided that such hospital or clinic and any treatment rooms, cages, pens or kennels be maintained within a completely enclosed, sound-proof building and that such hospital or clinic be operated in such a way as to produce no objectionable noise or odors outside its walls.

k. Laundromats or self-service dry cleaning establishments, laundries and dry cleaning or pressing pickup stations. No cleaning fluid considered hazardous, in the judgment of the Fire Chief, shall be used.

l. Pet shops or dog beauty parlors; provided that any work rooms, cages, pens or kennels be maintained within a completely enclosed, sound-proof building and that such shop or parlor be operated in such a way as to produce no objectionable noises or odors outside its walls.

m. In-vehicle sales or service.
Description. In-vehicle sales and service land uses include all land uses which perform sales and/or services to persons in vehicles or to vehicles which may be occupied at the time of such activity. Such land uses often have traffic volumes which exhibit their highest levels concurrent with peak traffic flows on adjacent roads. Examples of such land uses include drive-in, drive-up and drive-through facilities, vehicular fuel stations and all forms of car washes.

(1) *Conditional use regulations*.

(a) Clearly marked pedestrian crosswalks shall be provided for each walk-in customer access to the facility adjacent to the drive-through lane(s).

(b) The drive-through facility shall be designed so as to not impede or impair vehicular and pedestrian traffic movement or exacerbate the potential for pedestrian/vehicular conflicts.

(c) In no instance shall a drive-through facility be permitted to operate which endangers the public safety, even if such land use has been permitted under the provisions of this Section.

(d) The setback of any overhead canopy or similar structure shall be a minimum of ten (10) feet from all street rights-of-way lines, a minimum of twenty (20) feet from all residentially zoned property lines and shall be a minimum of five (5) feet

from all other property lines. The total height of any overhead canopy or similar structure shall not exceed twenty (20) feet as measured to the highest part of the structure. The setback requirements may be recommended for modification by the Planning and Zoning Commission and modified by the City Council where it is found that due to pre-existing circumstances the provision of said setback will cause an undue burden on the ability to effectively use the property.

(e) All vehicular areas of the facility shall provide a surface paved with concrete or bituminous material which is designed to meet the requirements of a minimum four (4) ton axle load.

(f) Facility shall provide a minimum six (6) foot high solid, earthtone color vinyl fence with a combination of shrubs (eighteen (18) inches to twenty-four (24) inches tall or three (3) feet to four (4) feet wide at the time of planting), understory trees (six (6) feet to eight (8) feet tall at the time of planting) and canopy trees (two and one-half (2½) inches to three (3) inches caliper at the time of planting) as recommended by the Planning and Zoning Commission and approved by the City Council along all borders of the property directly abutting a residentially zoned property. These requirements may be recommended for modification by the Planning and Zoning Commission and modified by the City Council where it is found that due to pre-existing circumstances the provision of the setback will cause an undue burden on the ability to effectively use the property.

(g) Interior curbs shall be used to separate driving area from exterior fixtures such as fuel pumps, vacuums, menu boards, canopy supports and landscaped islands. The curbs shall be a minimum of six (6) inches high and be of a non-mountable design. No curb protecting an exterior fixture shall be located closer than twenty-five (25) feet to any property line. The setback requirements may be recommended for modification by the Planning and Zoning Commission and modified by the City Council where it is found that due to pre-existing circumstances the provision of the setback will cause an undue burden on the ability to effectively use the property.

(h) Outdoor storage uses (including the outdoor storage of vehicles or vehicles for sale) shall be prohibited on the same property.

(i) Automobile service stations must meet the requirements contained in Section **400.410**.

n. Vacant lots at least one (1) acre in size may be utilized for cultivation of field crops, orchards or groves or nurseries for growing or propagation of plants, turf, trees and shrubs.

o. Temporary enclosures.
[Ord. No. 15-040 §2 2-17-2015]

2. The provisions of this Section shall apply to all new uses and to existing uses where a substantial change or expansion to the layout, operation or configuration is proposed.

D. *Design Standards.* (See also Sections **400.530** et seq. for additional regulations.) The following design standards are required in the "C-1" district:

1. Minimum lot area: 7,500 square feet.

2. Minimum lot width at the building line: None.

3. Minimum lot depth: None.

4. Maximum height of building: 2½ stories or 35 feet.
   "GPRS" bonus:
   All tiers: 3 stories or 45 feet, except when adjoining a residential zoning district.

5. Minimum setback requirements measured from the building line to the property line:

   a. Front yard setback: 25 feet.
      "GPRS" bonus:
      Tiers 1 and 2: 20 feet.
      Tier 3: 15 feet.

   b. Side yard setback: None, except 15 feet when abutting a residential district

   c. Rear yard setback: 25 feet.
      "GPRS" bonus:
      All tiers: None, except 25 feet when abutting a residential district.

6. Maximum floor area: 3,000 square feet per establishment.
   "GPRS" bonus:
   Tiers 1 and 2: 4,500 square feet.
   Tier 3: 6,000 square feet.

7. *Public utilities.* Requirements are contained in Section **400.610**.

8. *Off-street parking and loading.*

   a. No parking shall be permitted in a required front yard.

   b. Additional requirements for off-street parking and loading are contained in Sections **400.660** et seq.

9. *Protective screening.*

   a. All exterior solid waste containers and container racks or stands shall be screened from public view by an enclosure which complies with the requirements of Section **400.965** (B)(4).

   b. Where a "C-1" zoning district directly adjoins a residential zoning district or is located across a public street or alley from a residential zoning district, a landscaped greenbelt at least fifteen (15) feet in width shall be provided and maintained along the appropriate property line by the users of the "C-1" property. The open area shall be planted with trees and shrubs. A minimum of one (1) tree shall be planted per thirty (30) lineal feet or fraction thereof for any frontage along a residential zoning district. Required trees shall be at least two and one-half (2½) inch caliper. Trees existing within any required greenbelt at the time of installation and which are larger than two and one-half (2½) inch caliper shall be preserved and will count toward the minimum landscaping requirements. Newly planted species shall be hardy for the specified area. All landscaping shall be maintained in a healthy growing condition and be neat and orderly in appearance. The fifteen (15) foot greenbelt shall not be used for off-street parking facilities or for loading spaces. Along the inner side (the commercial property side) of the greenbelt, except when the greenbelt adjoins a public street, there shall be provided either:

      (1) A continuous visual screen with a minimum height of six (6) feet, such screen consisting of a compact evergreen hedge or foliage screening; or

      (2) An ornamental masonry wall or wood fence at least six (6) feet in height above grade, in which case one (1) shrub shall be planted in the greenbelt per ten (10) lineal feet or fraction thereof. Required shrubs shall be a minimum of eighteen (18) inches in height

at time of initial planting. Shrubs may be clustered rather than evenly spaced.

c. *Outdoor storage.* All permitted and conditional uses shall be conducted within a completely enclosed building with no open storage.

Section 400.220. "C-2" General Business District.

[R.O. 2009 §156.033; CC 1981 §30-34; Ord. No. 77-31, 7-5-1977; Ord. No. 79-38, 5-2-1979; Ord. No. 79-85, 8-29-1979; Ord. No. 82-29, 4-21-1982; Ord. No. 89-36, 2-23-1989; Ord. No. 90-188, 7-18-1990; Ord. No. 91-115, 6-4-1991; Ord. No. 94-230, 9-7-1994; Ord. No. 96-46, 2-21-1996; Ord. No. 98-209, 5-15-1998; Ord. No. 99-53, 2-4-1999; Ord. No. 99-205, 6-3-1999; Ord. No. 99-288, 8-17-1999; Ord. No. 00-78, 4-5-2000; Ord. No. 01-71, 4-18-2001; Ord. No. 01-156, 7-19-2001; Ord. No. 02-130, 5-28-2002; Ord. No. 04-176, 8-4-2004; Ord. No. 05-65, 3-7-2005; Ord. No. 06-273, 9-27-2006; Ord. No. 06-357, 12-20-2006; Ord. No. 08-123, 6-18-2008; Ord. No. 09-47, 3-20-2009; Ord. No. 09-227, 12-10-2009; Ord. No. 10-115 §1, 6-9-2010; Ord. No. 10-244 §1, 11-18-2010; Ord. No. 11-106 §3, 6-9-2011]

A. *Purpose.* The purpose of the "C-2" General Business District is to provide sufficient space in appropriate locations for a variety of commercial and service activities generally serving a wide area and located particularly along certain existing major thoroughfares where a general mixture of commercial and service activity now exists, but which uses are not characterized by warehousing, frequent heavy trucking activity, open storage of material or the nuisance factors of dust, odor and noise associated with manufacturing.

B. *Permitted Uses.* A building or land in a "C-2" district shall be used only for the following purposes:

1. Any use permitted in the "O-I" Office Institution District or "C-1" Neighborhood Business District.
2. One (1) dwelling unit is permitted above the first (1st) floor.
3. Ambulance services, public or private.
4. Amusement places including dance halls, subject to applicable City regulations, arcades and similar activities.
5. Archery ranges, provided that such range is approved by the Chief of Police.
6. Auto parts store for sale of auto accessories and parts; outside storage shall be prohibited.
7. Bowling alleys.
8. Building contractor establishment; outside storage shall be prohibited.
9. Bus stations.
10. Catering establishments.
11. Clothing stores and costume rental stores.
12. Department and discount stores, provided an associated storage/warehouse area utilizes not more than forty percent (40%) of the gross floor area.
13. Exterminators; outside storage of chemicals shall be prohibited.
14. Furniture and large appliance stores, provided an associated storage/warehouse area utilizes not more than forty percent (40%) of the gross floor area.
15. Golf driving ranges.

20-207 CN1, INNER NEIGHBORHOOD COMMERCIAL DISTRICT

(a) Purpose

The CN1, Inner Neighborhood Commercial District is primarily intended to accommodate pedestrian-oriented, small-scale retail and service businesses that serve nearby residential areas, typically within a developed neighborhood. The District is restricted in use to unique situations where the Center is part of an overall planned neighborhood development or where the Center can easily be integrated into an existing neighborhood and where it can be served by Collector or Arterial Streets pursuant to adopted Access Management standards.

(b) Principal Uses

Principal Uses are allowed in CN1 Districts in accordance with the Use Table of Article 4.

(c) Accessory Uses and Structures

Accessory Uses and Structures are permitted by right in connection with any lawfully established Principal Use, except as otherwise expressly provided in this Development Code. Also, unless otherwise stated, Accessory Uses are subject to the same regulations as the Principal Use. Accessory Uses and Structures, including Accessory Dwelling Units and Home Occupations, are subject to the regulations of Section 20-532, et seq.

(d) Density and Dimensional Standards

Unless otherwise expressly stated, all development in CN1 Districts shall comply with the City's Comprehensive Land Use Plan and the Density and Dimensional Standards of Article 6.

(1) Site Requirements

Site area of any development within the CN1 District shall not exceed 1 acre. See Article 6.

(2) Lot Requirements

No Additional Standards.

(3) Floor Area Requirements

Floor Area of any Structure for a Principal Use within the CN1 District shall not exceed 3,000 gross square feet.

(e) Street Access

Development in the CN1 District may take Access to local, Collector or Arterial Streets and to public Alleys (if they abut the property being developed).

(f) Other Regulations

There are a number of other Development standards that may apply to development in Base Districts, including but not limited to the following:

(1)	**General Development Standards**	**See Article 11.**
(2)	**Landscaping**	**See Article 10.**
(3)	**Off-Street Parking and Loading**	**See Article 9.**
(4)	**Outdoor Lighting**	**See Section 20-1103.**
(5)	**Overlay Districts**	**See Article 3.**
(6)	**Occupancy Limits**	**See Section 20-601(d).**

20-208 CN2, NEIGHBORHOOD COMMERCIAL CENTER DISTRICT

(a) Purpose

The CN2, Neighborhood Shopping Center District, is primarily intended to implement the Comprehensive Plan's "Neighborhood Commercial Centers" policy of providing for the sale of goods and services at the neighborhood level. Neighborhood Commercial Centers are generally located at least one mile from another Commercial Center. Developments in CN2 Districts are intended for Collector/Arterial Street intersections or at Arterial/Arterial Street intersections. Development is intended on only one corner of the intersection.

(b) Principal Uses

Principal Uses are allowed in CN2 Districts in accordance with the Use Table of Article 4.

(c) Accessory Uses and Structures

Accessory Uses and Structures are permitted by right in connection with any lawfully established Principal Use, except as otherwise expressly provided in this Development Code. Also, unless otherwise stated, Accessory Uses are subject to the same regulations as the Principal Use. Accessory Uses and Structures, including Home Occupations, are subject to the regulations of Section 20-532 et seq.

(d) Density and Dimensional Standards

Unless otherwise expressly stated, all development in CN2 Districts shall comply with the City's Comprehensive Land Use Plan and the Density and Dimensional Standards of Article 6.

(1) Site Requirements

Site area shall not exceed 15 acres for any CN2 development. See Article 6.

(2) Lot Requirements

Lot Area of any development within the CN2 District shall maintain a width-to-depth ratio between 1:1 and 3:2. Neighborhood Commercial Centers shall contain no more than 100,000 gross square feet of commercial space, unless the Center contains a grocery (Food and Beverage Retail Sales) store that has over 60,000 gross square feet. In this case, the Center may contain no more than 125,000 gross square feet of commercial space.

(3) Floor Area Requirements

Floor Area of any Structure for a Principal Use within the CN2 District, other than a grocery (Food and Beverage Retail Sales) store, shall not exceed 40,000 gross square feet. A grocery (Food and Beverage Retail Sales) store shall not exceed 80,000 gross square feet.

(e) Street Access

Development in the CN2 District may take Access to Local, Collector or Arterial Streets and to public Alleys (if they abut the property being developed).

(f) Other Regulations

There are a number of other Development standards that may apply to development in Base Districts, including but not limited to the following:

(1)	**General Development Standards**	**See Article 11.**
(2)	**Landscaping**	**See Article 10.**
(3)	**Off-Street Parking and Loading**	**See Article 9.**
(4)	**Outdoor Lighting**	**See Section 20-1103.**
(5)	**Overlay Districts**	**See Article 3.**
(6)	**Occupancy Limts**	**See Section 20-601(d).**

20-209 CO, OFFICE COMMERCIAL DISTRICT

(a) Purpose

The CO, Office Commercial Zoning District, is generally intended to function as a medium-intensity office Zoning District. The District is intended to prevent strip commercial development by allowing office uses but not allowing other commercial uses and to serve as a land use buffer between Arterial or Collector Streets and residential neighborhoods. The District allows freestanding office Buildings as well as office parks.

(b) Principal Uses

Principal Uses are allowed in CO Districts in accordance with the Use Table Article 4.

(c) Accessory Uses and Accessory Structures

Accessory Uses and Structures are permitted by right in connection with any lawfully established Principal Use, except as otherwise expressly provided in this Development Code. Also, unless otherwise stated, Accessory Uses are subject to the same regulations as the Principal Use. Accessory Uses and Structures, are subject to the regulations of Section 20-532 et seq.

(d) Density and Dimensional Standards

Unless otherwise expressly stated, all development in CO Districts shall comply with the City's Comprehensive Land Use Plan and the Density and Dimensional Standards of Article 6.

(1) Site Requirements

No Additional Standards.

(2) Lot Requirements

No Additional Standards.

(3) Floor Area Requirements

No Additional Standards.

(e) Street Access

Development in CO Districts shall take Access to Collector or Arterial Streets.

(f) Other Regulations

There are a number of other Development standards that may apply to development in Base Districts, including but not limited to the following:

(1)	**General Development Standards**	**See Article 11.**
(2)	**Landscaping**	**See Article 10.**
(3)	**Off-Street Parking and Loading**	**See Article 9.**
(4)	**Outdoor Lighting**	**See Section 20-1103.**
(5)	**Overlay Districts**	**See Article 3.**
(6)	**Occupancy Limits**	**See Section 20-601(d).**

20-210 CD, DOWNTOWN COMMERCIAL DISTRICT

(a) Purpose

The CD, Downtown Commercial District, is primarily intended to implement the Comprehensive Plan's Downtown Commercial Center policy of providing for a variety of land uses, including governmental, retail, office, public and Community Facilities, institutional, churches, and residential and to accommodate new neighborhood, community and regional retail uses within the downtown area.

(b) Principal Uses

Principal Uses are allowed in CD District in accordance with the Use Table of Article 4.

(c) Accessory Uses and Accessory Structures

Accessory Uses and Structures are permitted by right in connection with any lawfully established Principal Use, except as otherwise expressly provided in this Development Code. Also, unless otherwise stated, Accessory Uses are subject to the same regulations as the Principal Use. Accessory Uses and Structures, including Home Occupations, are subject to the regulations of Section 20-532 et seq.

(d) Density and Dimensional Standards

Unless expressly stated below, all development in the CD District shall comply with the Density and Dimensional Standards of Article 6. The following additional Density and Dimensional Standards shall apply in the CD District:

(1) Site Requirements

No Additional Standards.

(2) Lot Requirements

No Additional Standards.

(3) Floor Area Requirements

Floor Area of any Building footprint for a Principal Use within the CD District shall not exceed 25,000 gross square feet.

(e) Street Access

No street Access shall be permitted to individual Lots along Massachusetts Street. Lots along numbered side Streets in the Downtown area shall take Access from the public Alley or at the mid-Block point where a public Alley would be. Street Access to New Hampshire and Vermont Streets shall only be approved where it is consistent with the Downtown Design Guidelines and established street patterns.

(f) Other Regulations

There are a number of other Development standards that may apply to development in Base Districts, including but not limited to the following:

(1)	**General Development Standards**	**See Article 11.**
(2)	**Landscaping**	**See Article 10.**
(3)	**Off-Street Parking and Loading**	**See Article 9.**
(4)	**Outdoor Lighting**	**See Section 20-1103.**
(5)	**Overlay Districts**	**See Article 3.**
(6)	**Occupancy Limits**	**See Section 20-601(d).**

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20-211 CC, COMMUNITY COMMERCIAL DISTRICT

(a) Purpose

(1) The CC, Community Commercial Centers District, is primarily intended to implement the Comprehensive Plan's Community Commercial Centers policy for commercial development at a community scale to serve multiple neighborhoods. Within the Community Commercial Center classification there are three categories of commercial centers; the CC200 Center, the CC400 Center and the CC600 Center. Permitted uses are the same in all three categories.

(2) The Primary Purpose of the CC200 Center is to provide for the redevelopment of existing Community Commercial Centers and to provide an alternative for the existing highway strip commercial areas.

(3) The Primary Purpose of the CC400 and CC600 Centers is to provide opportunities for development of new Community Commercial Centers for fringe areas as neighborhoods grow and develop.

(b) Principal Uses

Principal Uses are allowed in CC Districts in accordance with the Use Table of Article 4.

(c) Accessory Uses and Accessory Structures

Accessory Uses and Structures are permitted by right in connection with any lawfully established Principal Use, except as otherwise expressly provided in this Development Code. Additionally, Accessory Uses are subject to the same regulations as the Principal Use. Accessory Uses and Structures, including Home Occupations are subject to the regulations of Section 20-532 et seq.

(d) Density and Dimensional Standards

Unless otherwise expressly stated, all development in CC Districts shall comply with the City's Comprehensive Land Use Plan and Density and Dimensional Standards of Article 6, as modified by the design standards set forth in Section 20-526. The following additional Density and Dimensional Standards shall apply in the CC District:

(1) Site Requirements

(i) Not all corners of a CC200 Commercial Node shall be devoted to commercial uses. For a Center that has Buildings between 40,000 and 100,000 gross square feet in size, the maximum gross square feet of the Center shall not exceed 50% of the allowable commercial square feet for a CC200 Commercial Node.

(ii) A minimum of 95% of the commercial gross square feet of a new CC400 Center shall be located on two (2) or fewer corners of the Commercial Node intersection. If there are remaining allowable square feet at a Node (intersection) after two or fewer corners are developed, one of the remaining corners may have 50% or less of the remaining 400,000 gross square feet of allowable commercial space. Any corner of an intersection where the gross square feet of commercial space is 20,000 or more shall have a minimum site area of 20 acres and a width to depth ratio between 1:1 and 3:2.

(iii) A maximum of 90% of the commercial gross square footage of a new CC600 Center shall be located on two (2) corners of the Commercial Node intersection.

(2) Lot Requirements

Lot Area of any development within the CC Centers District shall maintain a width-to-depth ratio between 1:1 and 3:2. Site Area and Lot Area requirements within the CC Districts are provided in 20-601(b).

(3) Floor Area Requirements

(i) CC200 Centers: CC200 Centers shall contain no more than 200,000 gross square feet of the entire Node's commercial space as provided in Chapter 6 of Horizon 2020. Floor Area of any Structure for a Principal Use within a CC200 Center shall not exceed 100,000 gross square feet. Within a Large Retail Establishment, no more than 15% of the Floor Area may be devoted to ancillary uses separate in management or operation from the principal retail use. Ancillary uses shall take their public Access internally from the larger Retail Establishment. General retail stores (including general merchandise and apparel) shall not exceed 65,000 gross square feet.

(ii) CC400 Centers: CC400 Centers shall contain no more than 400,000 gross square feet of the entire Node's commercial space as provided in Chapter 6 of Horizon 2020. Floor Area of any Structure for a Principal Use within a CC400 Center shall not exceed 175,000 gross square feet. Within a Large Retail Establishment, no more than 15% of the Floor Area may be devoted to ancillary uses separate in management or operation from the principal retail use. Ancillary uses shall take their public Access internally from the larger Retail Establishment.

(iii) CC600 Centers: CC600 Centers shall contain no more than 600,000 gross square feet of the entire Node's commercial space as provided for and defined in Chapter 6 of Horizon 2020 and Article 11 of this Development Code.

a. No more than two commercial buildings containing more than 100,000 gross square feet may be located on a single corner of the node.

(e) Street Access

Development in the CC Centers District shall take Access from a Collector Street, Arterial Street, or designated highway. CC200 Centers shall be located at Collector/Arterial Street intersections or Arterial/Arterial Street intersections. CC400 Centers shall be located at the intersection of two Arterial Streets that have at least a four-lane cross section or at the intersection of a four-lane Arterial Street with a State or Federally designated highway. CC600 Centers shall be located at the intersection of two State or Federally designated highways. Whenever possible, CC Centers development shall share direct or indirect Access through common curb cuts or private Access roads. When the CC Center site abuts a controlled intersection, Access shall be directed to a side street with adequate distance between the intersection and the site Access point(s).

(f) Other Regulations

There are a number of other Development standards that may apply to development in Base Districts, including but not limited to the following:

(1)	**General Development Standards**	**See Article 11.**
(2)	**Landscaping**	**See Article 10.**
(3)	**Off-Street Parking and Loading**	**See Article 9.**
(4)	**Outdoor Lighting**	**See Section 20-1103.**
(5)	**Overlay Districts**	**See Article 3.**
(6)	**Occupancy Limits**	**See Section 20-601(d).**

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20-212 CR, REGIONAL COMMERCIAL DISTRICT

(a) Purpose

The CR, Regional Commercial District, is primarily intended to implement the Comprehensive Land Use Plan's Regional Commercial Center policy of providing the same services as a Community Commercial Center but for a regional market area, offering a greater variety and number of general merchandise, apparel, furniture stores and other tenants. Regional Commercial Centers shall contain no more than 1.5 million gross square feet of commercial space.

(b) Principal Uses

Principal Uses are allowed in CR Districts in accordance with the Use Table of Article 4.

(c) Accessory Uses and Accessory Structures

Accessory Uses and Structures are permitted by right in connection with any lawfully established Principal Use, except as otherwise expressly provided in this Development Code. Also, unless otherwise stated, Accessory Uses are subject to the same regulations as the Principal Use. Accessory Uses and Structures, are subject to the regulations of Section 20-532 et seq.

(d) Density and Dimensional Standards

Unless expressly stated, all development in CR Districts shall comply with the City's Comprehensive Land Use Plan and the Density and Dimensional Standards Article 6. The following additional Density and Dimensional Standards apply in the CR District:

(1) Site Requirements

Site area of any development within the CR District shall be no less than 40 acres and shall have a minimum primary street Frontage of 1,400 linear feet.

(2) Lot Requirements

Lot Area of any development within the CR District shall maintain a width-to-depth ratio between 1:1 and 3:2 with a maximum Building coverage not to exceed 25%.

(3) Floor Area Requirements

Floor Area of any Structure for a Principal Use within the CR District shall not exceed 175,000 gross square feet. Within a Large Retail Establishment, no more than 15% of the Floor Area may be devoted to ancillary uses separate in management or operation from the principal retail use. Ancillary uses shall take their public Access internally from the larger Retail Establishment.

(e) Street Access

Development in the CR Districts shall be located at the intersection of two State or Federally designated highways or the intersection of a four-lane Arterial Street and a State or Federally designated highway. Whenever possible, such Commercial Development shall share direct or indirect Access through common curb cuts or private Access roads. When the Commercial Development abuts a controlled intersection, Access shall be directed to a side street with adequate distance between the intersection and the site Access point(s).

(f) Other Regulations

There are a number of other Development standards that may apply to development in Base Districts, including but not limited to the following:

(1)	**General Development Standards**	**See Article 11.**
(2)	**Landscaping**	**See Article 10.**
(3)	**Off-Street Parking and Loading**	**See Article 9.**
(4)	**Outdoor Lighting**	**See Section 20-1103.**
(5)	**Overlay Districts**	**See Article 3.**
(6)	**Occupancy Limits**	**See Section 20-601(d).**

20-403 NONRESIDENTIAL DISTRICT USE TABLE

Key: *A = Accessory* *P = Permitted* *S = Special Use* ** = Standard Applies* *- = Use not allowed*		*Base Zoning Districts*															*Use-Specific Standards (Sec. 20-)*
		CN1	*CN2*	*MU*	*CO*	*CD*	*CC*	*CR*	*CS*	*IBP*	*IL*	*IM*	*IG*	*OS*	*GPI*	*H*	
RESIDENTIAL USE GROUP																	
Household Living	Accessory Dwelling	P*	–	P*	–	–	–	–	–	–	–	–	–	–	–	–	534
	Attached Dwelling	P*	–	P*	–	–	–	–	–	–	–	–	–	–	P*	–	503
	Cluster Dwelling	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	702
	Detached Dwelling	P*	–	P	–	–	–	–	–	–	–	–	–	–	P*	A*	508
	Duplex	P*	–	P*	–	–	–	–	–	–	–	–	–	–	–	–	503
	Manufactured Home	–	–	–	–	–	–	–	–	–	–	–	–	–	P	A	
	Manufactured Home, Residential-Design	P*	–	–	–	–	–	–	–	–	–	–	–	–	–	–	513
	Mobile Home	–	–	–	–	–	–	–	–	–	P	–	P	–	P	A	
	Mobile Home Park	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	
	Multi-Dwelling Structure	–	P*	P*	–	P*/S*	P*		P*	–	–	–	–	–	S	A	517
	Non-Ground Floor Dwelling	P*	P*	P*	–	P*	P*	–	P*	–	–	–	–	–	–	–	517/542
	Work/Live Unit	P*	P*	P*	–	P*/S*	P*	–	P*	–	P*	–	–	–	–	–	517/541
	Zero Lot Line Dwelling	P*	–	P	–	–	–	–	–	–	–	–	–	–	–	–	531
	Home Occupation, Type A or B	–	–	P*	–	–	–	–	–	–	–	–	–	–	–	–	
Group Living	Assisted Living	–	–	P	–	–	–	–	–	–	–	–	–	–	S	S	
	Congregate Living	–	–	P*	–	–	–	–	–	–	–	–	–	–	–	–	546
	Dormitory	–	–	–	–	–	–	–	–	–	–	–	–	–	–	A	
	Fraternity or Sorority House	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	
	Group Home, General (11 or more)	S	S	S	S	S	S	S	S	–	–	–	–	–	–	A	
	Group Home, Limited (10 or less)	P	–	P	–	–	–	–	–	–	–	–	–	–	–	–	
PUBLIC AND CIVIC USE GROUP																	
Community Facilities	Cemetery	P*	P*	–	P*	–	P*	P*	P*	P*	P*	–	–	P*	P*	–	505
	College/University	S	P	P	P	P	P	P	P	P	P	–	P	–	P	A	
	Cultural Center/ Library	S	P	P	S	P	P	–	–	P	–	–	–	S	P	A	
	Day Care Center	S*	P*	S*	S*	S*	P*	P*	P*	P*	P*	A*	P*	–	–	–	507
	Day Care Home, Class A	P	P	P*	–	P	P	–	P	–	–	–	–	–	–	–	
	Day Care Home, Class B	S*/A*	P*	S*	–	P	P	–	P	–	–	–	–	–	–	–	507

Key: *A = Accessory* *P = Permitted* *S = Special Use* ** = Standard Applies* *- = Use not allowed*		*Base Zoning Districts*															*Use-Specific Standards (Sec. 20-)*
		CN1	*CN2*	*MU*	*CO*	*CD*	*CC*	*CR*	*CS*	*IBP*	*IL*	*IM*	*IG*	*OS*	*GPI*	*H*	
	Detention Facilities	–	–	–	–	–	–	–	–	–	S	S	S	–	S	–	
	Lodge, Fraternal & Civic Assembly	S*	S*	S*	S*	P*	P*	P*	P*	–	P*	–	–	–	P*	–	512
	Postal & Parcel Service	–	P	P	P	P	P	P	P	P	P	P	P	–	P	–	
	Public Safety	S	P	P	P	P	P	P	P	P	P	P	P	–	P	–	
	School	P	P	P	P	P	P	P	P	–	–	–	–	–	P	–	
	Funeral and Interment	–	P*	–	P*	P*	P*	P*	P*	P*	P*	–	–	A*	–	–	505
	Temporary Shelter	S*/A*	S*/A*	S*/A*	S*/A*	S*/A*	S*/A*	S*/A*	S*/A*	S*	S*/A*	–	S*	–	S*	S*/A*	544/522
	Social Service Agency	P	P	P	P	P	P	P	P	P	P	–	P	–	P	A	
	Community Meal Program	S/A*	S/A*	S/A*	S/A*	S/A*	S/A*	S/A*	S/A*	S	S/A*	–	S	–	S	S/A*	522
	Utilities, Minor	P*/S*	P*/S*	P*/S	P*/S*	P*/S*	P*/S*	P*/S*	P*/S*	P*/S*	P*/S*	P*/S*	P*/S*	P*/S*	P*/S*	–	530
	Utilities and Service, Major	S	S	S	S	S	S	S	S	S	S	P	P	S	P	–	
Medical Facilities	Community Mental Health Facility	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	
Medical Facilities	Extended Care Facility, General	–	S	–	S	–	–	–	–	S	–	–	–	–	–	A	
Medical Facilities	Extended Care Facility, Limited	P	P	P	P	–	–	–	–	–	–	–	–	–	S	A	
Medical Facilities	Health Care Office, Health Care Clinic	P	S	P	P	P	P	P	P	P	P	–	–	–	P	A	
Medical Facilities	Hospital	–	–	–	–	–	–	–	–	–	–	–	–	–	–	P	
Medical Facilities	Outpatient Care Facility	P*	P*	P*	P*	P*	P*	P*	P*	–	-	–	–	–	P*	A*	519
Recreational Facilities	Active Recreation	S	P	P	S	S	P	P	P	P	P	–	S	S	A*/S*	A	532
Recreational Facilities	Entertainment & Spectator Sports, General	–	–	–	–	P	P	P	P	–	–	–	–	–	S	–	
Recreational Facilities	Entertainment & Spectator Sports, Limited	–	P	P	–	P	P	P	P	–	–	–	–	S	P	–	
Recreational Facilities	Participant Sports & Recreation, Indoor	–	P	P	–	P	P	P	P	P	P	–	–	–	P	A	
Recreational Facilities	Participant Sports & Recreation, Outdoor	–	–	S	–	–	P	P	P	P	P	–	–	–	A*/S*	–	532
Recreational Facilities	Passive Recreation	P	P	P	P	P	P	P	P	P	P	P	P	P	P	A	
Recreational Facilities	Nature Preserve/ Undeveloped	P	P	P	P	P	P	P	P	P	P	P	P	P	P	A	
Recreational Facilities	Private Recreation	P	P	P	–	P	P	–	P	–	–	–	–	P	P	A	

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		CN1	*CN2*	*MU*	*CO*	*CD*	*CC*	*CR*	*CS*	*IBP*	*IL*	*IM*	*IG*	*OS*	*GPI*	*H*	
Religious Assembly	Campus or Community Institution	P*	P*	P*	P*	P*	P*	P*	P*	–	P*	–	–	–	–	A*	522
	Neighborhood Institution	P*	P*	P*	P*	P*	P*	P*	P*	–	P*	–	–	–	–	–	522
COMMERCIAL USE GROUP																	
Animal Services	Kennel	–	–	–	–	–	P	P	P	–	P	–	P	–	–	–	
	Livestock Sale	–	–	–	–	–	S	S	S	–	P	–	P	–	–	–	
	Sales and Grooming	P	P	P	P	P	P	P	P	–	P	–	P	–	–	–	
	Veterinary	–	P	P	P	P	P	P	P	P	P	–	P	–	–	–	
Eating & Drinking Establishments	Accessory Bar	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	–	–	–	–	–	509
	Accessory Restaurant	–	–	–	–	–	–	–	–	A	–	–	–	–	–	–	
	Bar Or Lounge	–	P/S*	S*	–	P*	P*	P*	P*	–	–	–	–	–	–	–	509
	Brewpub	–	P*	S*	–	P*	P*	P*	P*	–	–	–	–	–	–	–	509
	Fast Order Food	P*	P*	P	P*	P*	P*	P*	P*	–	P*	–	–	–	–	A*	511/509
	Fast Order Food, Drive-In	–	S	–	–	–	P	P	P	–	P	–	–	–	–	–	
	Nightclub	–	–	–	–	P*	–	P*	P*	–	–	–	–	–	–	–	509
	Private Dining Establishments	P*	P*	–	P*	P*	P*	P*	P*	P*	–	–	–	–	–	–	539
	Restaurant, Quality	P*	P*	P	P*	P*	P*	P*	P*	P*	P*	–	–	–	–	–	524
Office	Administrative and Professional	P*	P	P*	P	P	P	P	P	P	P	A	*	–	P	A	518
	Financial, Insurance & Real Estate	P*	P	P	P	*	*	*	P	P	P	–	–	–	–	A	510
	Payday Advance, Car Title Loan Business	P*	P	P	P	P	P	P	P	P	P	--	--	--	--	A	510
	Other	P	*	P*	P	P	*	P	P	P	P	A	P	–	–	–	543
Parking Facilities	Accessory	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	535
	Commercial	–	S	S	S	S	P	P	P	P	P	P	P	–	P	A	

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		CN1	*CN2*	*MU*	*CO*	*CD*	*CC*	*CR*	*CS*	*IBP*	*IL*	*IM*	*IG*	*OS*	*GPI*	*H*	
Retail Sales & Service	Building Maintenance	–	P	S	–	P	P	P	P	–	P	P	P	–	A	A	
	Business Equipment	–	P	P	–	P	P	P	P	P	P	P	–	–	–	–	
	Business Support	–	P	P	P	P	P	P	P	P	P	P	P	–	–	A	
	Construction Sales and Service	–	–	–	–	–	P	P	P	–	P	–	P	–	–	A	
	Food and Beverage	P*	P*	P*	P*	P*	P*	P*	P*	–	P*	–	–	–	–	A*	511
	Mixed Media Store	P*	P*	P*	P*	P*	P*	P*	P*	–	P*	–	–	–	–	–	516/528
	Personal Convenience	P*	P*	P*	–	P*	P*	P*	P*	–	P*	–	–	–	–	A*	520
	Personal Improvement	P*	P*	P*	–	P*	P*	P*	P*	–	P*	–	–	–	A*	A*	521
	Repair Service, Consumer	P*	P*	P*	–	P*	P*	P*	P*	–	P*	–	–	–	–	–	523
	Retail Sales, General	P*	P*	P*	P*	P*	P*	P*	P*	–	P*	–	–	–	–	A*	525
	Retail Establishment, Large	–	–	–	–	–	P*	P*	S*	–	–	–	–	–	–	–	526
	Retail Establishment, Medium	–	P*	P*	–	P*	P*	P*	P*	–	–	–	–	–	–	–	526
	Retail Establishment, Specialty	–	P*	P*	–	P*	P*	P*	P*	–	–	–	–	–	–	–	526
Sexually Oriented Businesses	Sexually Oriented Media Store	–	–	P*	–	–	-	-	-	–	–	–	-	–	–	–	528
	Physical Sexually Oriented Business	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	528
	Sex Shop	–	–	–	–	–	P*	P*	P*	–	–	–	–	–	–	–	528
	Sexually Oriented Theater	–	–	–	–	–	P*	P*	P*	–	–	–	–	–	–	–	528
Transient Accommodation	Bed and Breakfast	P*	–	P*	–	–	–	–	–	–	–	–	–	–	–	–	504
	Campground	–	–	–	–	–	P	P	P	–	–	–	–	S	–	–	
	Hotel, Motel, Extended Stay	–	–	P	–	P	P	P	P	–	P	–	–	–	–	A	

Key: *A = Accessory* *P = Permitted* *S = Special Use* ** = Standard Applies* *- = Use not allowed*		*Base Zoning Districts*															*Use-Specific Standards (Sec. 20-)*
		CN1	*CN2*	*MU*	*CO*	*CD*	*CC*	*CR*	*CS*	*IBP*	*IL*	*IM*	*IG*	*OS*	*GPI*	*H*	
Vehicle Sales & Service	Cleaning (Car Wash)	–	S	–	–	–	P	P	P	–	P	A	P	–	–	–	
	Fleet Storage	–	–	–	–	–	P	P	P	–	P	P	P	–	–	A	
	Gas and Fuel Sales	–	S	S	–	–	P	P	P	–	P	P	P	–	–	–	
	Truck Stop	–	–	–	–	–	–	S	–	–	–	–	S	–	–	–	
	Heavy Equipment Repair	–	–	–	–	–	P	P	P	–	P	P	P	–	–	–	
	Heavy Equipment Sales/Rental	–	–	–	–	–	P	P	P	–	P	–	P	–	–	–	
	Inoperable Vehicles Storage	–	–	–	–	–	P	P	P	–	P	P	P	–	–	–	
	Light Equipment Repair	–	S	–	–	S	P	P	P	–	P	–	P	–	–	–	
	Light Equipment Sales/Rental	–	P*	–	–	S	P	P	P	–	P	–	P	–	–	–	545
	RV and Boats Storage	–	–	–	–	–	P	P	P	–	P	–	P	–	–	–	
INDUSTRIAL USE GROUP																	
Industrial Facilities	Explosive Storage	–	–	–	–	–	–	–	–	–	–	–	P	–	–	–	
	Industrial, General	–	–	–	–	–	–	–	–	–	P	P	P	–	–	–	
	Industrial, Intensive	–	–	–	–	–	–	–	–	–	–	–	P	–	–	–	
	Laundry Service	–	–	–	–	–	P	P	P	–	P	P	P	–	–	–	
	Maker Space, Limited	P	P	P	P	P	P	P	P	P	P	P	P	--	A/S	--	
	Maker Space, Intensive	--	S	S	S	S	S	S	S	P	P	P	P	--	A/S	--	
	Manufacturing & Production, Ltd.	–	–	P	–	S	S	S	S	P	P	P	P	–	–	–	
	Manufacturing & Production, Tech.	–	–	–	–	S	P	P	P	P	P	P	P	–	–	–	
	Research Service	–	–	–	S	S	P	P	P	P	P	P	P	–	–	–	
	Scrap and Salvage Operation	–	–	–	–	–	–	–	–	–	S*	–	S*	–	–	–	527
Wholesale, Storage & Distribution	Exterior Storage	–	–	–	–	–	A*	A*	A*	A*	A*	A*	A*	–	A*	A*	538
	Heavy	–	–	–	–	–	S	S	S	–	S	–	P	–	–	–	
	Light	–	–	–	–	–	P	P	P	P	P	P	P	–	S	–	
	Mini-Warehouse	–	–	–	–	–	P	P	P	–	P	–	P	–	–	–	

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		CN1	*CN2*	*MU*	*CO*	*CD*	*CC*	*CR*	*CS*	*IBP*	*IL*	*IM*	*IG*	*OS*	*GPI*	*H*	
OTHER USES GROUP																	
Adaptive Reuse	Designated Historic Property	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*	501
	Greek Housing Unit	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	
Agriculture	Agricultural Sales	–	–	–	–	–	P	P	P	–	P	–	P	–	–	–	
	Agriculture, Animal	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	
	Agriculture, Crop	P	P	P	P	–	P	P	P	P	P	P	P	–	P	–	
Communications Facilities	Amateur & Receive-Only Antennas	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	536
	Broadcasting Tower	–	–	–	–	S	–	–	–	P	P	P	P	–	–	A	
	Communications Service Establishment	P	P	P	P	P	P	P	P	P	P	–	P	–	P	A	
	Telecommunications Antenna	A*	A*	A*	A*	S*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	529
	Telecommunications Tower	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*	P*	S*	S*	A*	A*	529
	Satellite Dish	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	536
Mining	Mining	–	–	–	–	–	–	–	–	–	–	–	S*	–	–	–	515
Recycling Facilities	Large Collection	–	–	–	–	–	P	P	P	–	P	P	P	–	–	–	540
	Small Collection	P	P	P*	P	P	P	P	P	P	P	–	P	–	A	A	540
	Processing Center	–	–	–	–	–	–	–	–	–	S	S	S	–	–	–	

ITEM 5C
For 07-21-15
Board of Aldermen

CITY OF PARKVILLE
Policy Report

Date: Wednesday, July 8, 2015

Prepared By:
Tim Blakeslee
Assistant to the City Administrator

Reviewed By:
Melissa McChesney
City Clerk

ISSUE:
Actions related to revisions of the special event permit process:

A. Approve an ordinance repealing Chapter 215.020, subsection B titled Block Parties.
B. Approve Resolution No. 07-02-15 revising the fees associated with 5K/10K special events and block parties in the adopted Schedule of Fees.
C. Approve Resolution No. 07-03-15 revising the special event policy guidelines with regard to the 5K/10K route and event fees, standing event status for Parkville Microbrew Fest, weddings in the Parkville Nature Sanctuary, and block parties.

BACKGROUND:
On September 10, 2014 the Community Land and Recreation Board (CLARB) approved revised guidelines for events in Parkville. On December 2, 2015 the Board of Aldermen adopted revisions to the special event policy guidelines.

The new event guidelines have been in effect since the beginning of the year. However, the guidelines are intended to be a fluid document that can be changed as new, and/or previously unrecognized issues arise. On May 13, 2015, CLARB approved the following modifications to the newly enacted event guidelines. As a result, staff recommends that the Board of Aldermen adopt the following changes to the guidelines by resolution and/or ordinance as necessary:

- A "Race Day Package" for certified 5K/10K events: At the April 10, 2014 meeting CLARB approved a designated 5K/10K route for all races held in the City. Instead of including an all-day shelter reservation with the event fee (regularly a $100 cost), the Race Day Package would instead include the McKeon Stage (regularly a $100 cost). The switch would be cost neutral, and would require race events to rent a shelter at cost if they desired to use that amenity. The rational for this switch is that the 5K/10K route certification approved by CLARB determined that the McKeon stage is the ideal start and end point for race events. The Race Day Package would also detail the required 5K/10K route and the number of volunteers needed for event organizers.

- Adoption of the Parkville Microbrew Fest as a standing event: A standing event has the right to a permanent reservation timeframe with the first right of refusal for specific dates. Other events will not be allowed during dates reserved for these events. A standing event is reserved for an event with a long history of success, an event that is consistently well planned and organized, and an event with wide community engagement. Staff believes the Parkville Microbrew Fest meets all of these criteria.

    - The current list of standing events are: Jazz & Fine Arts River Jam, 4th of July Celebration, Parkville Days, Christmas on the River, and Turkey Trot. Standing event organizers must notify the City of their specific event date by February 1st each year to secure the date for the coming year.

- No weddings in the Parkville Nature Sanctuary: Nature Sanctuary Director Bob Fluchel strongly believes it is important to add a rule to disallow weddings in the Parkville Nature

Sanctuary. The reasoning behind this is the lack of amenities (electricity, water, restrooms, seating, etc.), the lack of access to probable wedding locations, and the historical knowledge that numerous previous wedding attempts have gone poorly.

- Further incorporation of block parties into the event guidelines. When the event guidelines were established, the ordinance regarding block parties was overlooked because it obscurely resides in the criminal code under peace disturbance (Section 215.020 B). To avoid conflict between this City ordinance and the event guidelines, staff recommends repealing Section 215.020, Subsection B in the Parkville Municipal Code and revising/incorporating the rules into the event guidelines. Per the approved event guidelines, the City intends to apply the $50 public property event fee to block parties. The fee will cover the cost for staff to process the application and to close streets for the block party. Other block party rules can be found in Attachment 1.

BUDGET IMPACT:
With the exception of application fees to be collected, there is no immediate budget impact. Upon approval, the event guidelines will be updated to include both new and updated event fee structures as described by the changes above.

ALTERNATIVES:
1. Approve actions A, B, C related to the revised special event permit process.
2. Approve a portion of actions A, B, C related to the revised special event permit process.
3. Do not approve actions related to the revised special event permit process and provide other direction to staff.
4. Postpone the item.

STAFF RECOMMENDATION:
Staff recommends the Board of Aldermen approve actions A, B, C related to the revised special event permit process.

CLARB RECOMINDATION:
On May 13, 2015, on a vote of 8-0, the Community Land and Recreation Board (CLARB) approved modifications to the guidelines for events in Parkville.

POLICY:
A. The Board of Aldermen must approve all changes to the City's Municipal Code by ordinance.

B. Although there is no specific statutory requirement, fees are typically codified by ordinance to ensure enforcement. Section 105.160 of the Municipal Code gives the Board of Aldermen the authority to levy and collect all taxes and licenses, which is interpreted to extend to all administrative fees. Resolution No. 08-01-14 established the Schedule of Fees.

C. Section 140.345 of the Parkville Municipal Code states the event guidelines may be amended from time to time by a majority vote of the Community Land and Recreation Board and by a resolution adopted by the Board of Aldermen.

SUGGESTED MOTIONS:
1. I move that Bill No. 2846, an ordinance repealing Parkville Municipal Code Chapter 215.020, subsection B and amending Section 310.170, subsection B related to rules and regulations for block parties in the City of Parkville, be approved for first reading.

I move that Bill No. 2846 be approved on first reading and passed to second reading by title only.

I move that Bill No. 2846 be approved on second reading to become Ordinance No. ____.

2. I move to approve Resolution No. 07-02-15 setting fees associated with 5K/10K special events and Block Parties in the Schedule of Fees.

3. I move to approve Resolution No. 07-03-15 revising the special event policy guidelines known as the Guidelines for Events in Parkville.

ATTACHMENTS:

1. Proposed Ordinance
2. Proposed resolution revising the schedule of fees
3. Updated Schedule of Fees
4. Proposed resolution revising the special event policy guidelines
5. Proposed revisions to the special event policy guidelines
6. Updated block party application and petition.

BILL NO. 2846 ORDINANCE NO. ____

AN ORDINANCE REPEALING SECTION 215.020, SUBSECTION B AND AMENDING SECTION 310.170, SUBSECTION B OF THE PARKVILLE MUNICIPAL CODE REGARDING BLOCK PARTIES

WHEREAS, the last major update to the guidelines for events in Parkville was in December, 2014; and

WHEREAS; the updated event guidelines were intended to create an all-encompassing, efficient and transparent process to better serve long-standing event sponsors and to appeal to new organizations that may not have hosted events in Parkville before; and,

WHEREAS, the guidelines for events in Parkville are intended to be a fluid document that can be changed as new and/or previously unrecognized issues arise; and,

WHEREAS, the rules and regulations for block parties are described in Section 215.020, Subsection B of the Parkville Municipal Code. Removal of block parties from the Parkville Municipal Code is recommended for compatibility with the rules and regulations and shall be incorporated into the guidelines for events in Parkville in July 2015 by resolution.

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

Section 1. That existing Chapter 215, Section 215.020, Subsection B of the Municipal Code of the City of Parkville, Missouri, is hereby repealed.

Section 2. That existing Chapter 310, Section 310.170, Subsection B is hereby repealed and replaced to read as follows:

B. Notwithstanding the above, persons may barricade a street for a block party if they have complied with the provisions of Chapter 140, Section 140.345 and received a signed permit from the Chief of Police and Public Works Director.

Section 3. This ordinance shall be effective immediately upon its passage and approval.

PASSED and APPROVED this 21st day of July 2015.

_____
Mayor Nanette K. Johnston

ATTESTED:

_____
City Clerk Melissa McChesney

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

CITY OF PARKVILLE, MO.
RESOLUTION No. 07-02-15

RESOLUTION SETTING THE REVISED FEES FOR CHAPTER 140 ASSOCIATED WITH CITY PARKS AND SPECIAL EVENTS IN THE SCHEDULE OF FEES

WHEREAS, the City is authorized to assess and collect various fees and charges written into the Parkville Municipal Code, contained in uncodified ordinances, or passed by resolution; and

WHEREAS, the City finds that it is in the best interests of the City to consolidate the various fees and charges into a uniform Schedule of Fees that can be kept up to date as fees change by replacing entries as they are repealed or amended by resolution instead of amending the Parkville Municipal Code; and

WHEREAS, on July 21, 2015, the City adopted revisions to the guidelines for events in Parkville to include a fee adjustment with regard to 5K/10K events and a fee addition with regard to block parties; and,

WHEREAS, Chapter 140 of the Parkville Municipal Code states that the fees associated with the city parks and special events will be established in the Schedule of Fees in accordance with Section 800.010 of the Municipal Code

NOW THEREFORE, BE IT RESOLVED that the Board of Aldermen hereby adopts the revised Schedule of Fees, attached as Exhibit A, and sets the fees for 5K/10K events and block parties.

IN TESTIMONY WHEREOF, I have hereunto set my hand, in the City of Parkville this 21st day of July 2015.

_____
Mayor Nanette K. Johnston

ATTESTED:

_____
City Clerk Melissa McChesney

City of Parkville
Schedule of Fees

The schedule of fees consolidates all City fees and charges, adopted by resolution and ordinance, for the various services the City provides.

City Parks and Events

Municipal Code 140

- Special Events
  - Application (non-refundable, applies toward event fee)……$25
  - Public Park Event (per day)…….. $300
  - 5K/10K Event (per day)……$300
  - Parade Event (4th of July and Parkville Days exempt)…….. At cost
  - Public Property Event/Block Party (per day)…… $50
  - Private Property Event (per day)……... $25
  - Event Support (City park or police employees, per hour)……$30
- Shelter Reservations
  - Non-Peak Day (per 3 hours)
    - Residents…… $25
    - Non-Residents……$35
  - Peak Day (per 3 hours)
    - Residents…… $50
    - Non-Residents……$60
  - Maxine McKeon Stage (per day)
    - Residents…… $100
    - Non-Residents……$125
  - English Landing River Stage (per day)
    - Residents…… $100
    - Non-residents…….. $125
- Baseball/Soccer Fields (per hour per field)…… $20
- Volleyball (per hour per court)…… $20
- Basketball Courts…… No fee
- Electrical Pedestal (per side)/Water Hookup……... $10
- Distribution Panel……$25

Police Department

Municipal Code 200

- Fingerprints (per card)…… $15

Animal Regulations

Municipal Code 210

- Dog License
  - Spayed/neutered…… $10
  - Not spayed/neutered…….. $15
- Duplicate Dog Tag…….. $1
- Late penalty……..50% of fee

Impoundment of Licensed Dogs
First Offense…….. $15
Second Offense……..$25
Third Offense……$50
Subsequent Offenses……. $100
Redeem impounded dog (per day or fraction thereof)….…… $2

Building Permit, Plan Review and Inspection Fees

Municipal Code Chapter 500

Building Permit Fees
One- and two-family dwellings.....See 2012 International Residential Code for One- and Two-Family Dwellings, Appendix L, Permit Fees
Other residential and non-residential .....See 1997 Uniform Administrative Code, Tables 3-A, 3-B, 3-C and 3-D

Plan Review
One- and two-family dwellings
New residence construction.....$100
Other (minimum $25, maximum $100).....25% of permit
Other residential and non-residential
New building construction.....$300
Tenant Finish $150
Minor Alteration $50
Other $25

Occupancy Inspections
Initial inspections (includes two inspections) $50
Re-inspections (each).....$25

Liquor Licenses

Municipal Code 600

Microbrewer
Up to 500 barrels……$37.50
Each additional 100 barrels……$7.50
Each 100 barrels below 500 (refund)……-$7.50
Retailer malt liquor original package …….. $75
Retailer malt liquor by drink ……...…… $52.50
Retailer intoxicating liquor original package…….…….. $150
Sunday sales (additional)……... $300
Resort……$450
Sunday sales (additional)…….. $300
Temporary (3 months)……... $93.75
Sunday sales (3 months, additional)…….. $75
Malt liquor/light wine by drink (only 7 days/year)…….. $37.50
Intoxicating liquor by drink on premises (only 501(c) exemptions)……No fee
Intoxicating liquor by drink on boat/vessel…… $450
Wholesaler……$375
Temporary Caterer Permit (per day)…… $15
Tasting Permit…….. $37.50
Retailer of intoxicating liquor by the drink, limited to distillers……. $375

General Licensing

Municipal Code 605

Business license (per year)

Any license not categorized below…… $50
General Contractor…… $75
Banks……. $320
Building or savings and loans…… $120
Fireworks……... $300
Rock Quarry…….. $1,000
Late Fee (per month, not to exceed $250)……. $25

Peddlers, Solicitors and Canvassers

Municipal Code 610

Soliciting and Peddling Permit (30 consecutive days)…… $50

General Provisions

Municipal Code 800

Convenience fee on debit/credit purchases

Under $200…… $2.50
$200-$400…….. $10
$400-$1,000…… $25
$1,000-$2,000…… $50
$2,000-$3,000…… $75
$3,000-$4,000…… $100
$4,000-$5,000…… $125
$5,000-$6,000…… $150
$6,000-$7,000…… $175
$7,000-$8,000…… $200
$8,000-$9,000…… $225
$9,000-$10,000…….. $250

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

CITY OF PARKVILLE, MO.
RESOLUTION NO. 07-03-15

A RESOLUTION ADOPTING REVISIONS TO THE GUIDELINES FOR EVENTS IN PARKVILLE

WHEREAS, on December 2, 2014, the City adopted revisions to the guidelines for events in Parkville associated with city parks and special events; and,

WHEREAS, Chapter 140 of the Parkville Municipal Code states that the event guidelines may be amended from time to time by a majority vote of the Community Land and Recreation Board and by a resolution adopted by the Board of Aldermen; and

WHEREAS, the revisions to the guidelines for events in Parkville was considered and recommended for Board of Aldermen approval by the Community Land and Recreation Board on May 13, 2015; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Aldermen hereby adopts revisions to the guidelines for events in Parkville with regard to the 5K/10K route and event fees, standing event status for Parkville Microbrew Fest, weddings in the Parkville Nature Sanctuary and block parties as attached hereto to this original Resolution and incorporated herein by reference.

IN TESTIMONY WHEREOF, I have hereunto set my hand, in the City of Parkville this 21st day of July, 2015.

_____
Mayor Nanette K. Johnston

ATTESTED:

_____
City Clerk Melissa McChesney

REVISIONS TO THE GUIDELINES FOR EVENTS IN PARKVILLE

CITY OF PARKVILLE, MISSORUI

July 8, 2015

INTRODUCTION

The following updates will be incorporated into the guidelines for events in Parkville documents. Other miscellaneous formatting updates will also be made to the guidelines as required (i.e. updating table of contents with additions, page numbers, walkthrough notes etc…)

REVISIONS

Additional Nature Sanctuary Guidelines

- All event rules, conditions, and guidelines apply to the Parkville Nature Sanctuary.
- The following rules also apply at all times in the Parkville Nature Sanitary:
    - No dogs.
    - No firearms.
    - No fires except in designated fireplaces.
    - No hunting, fishing, or trapping.
    - No picking or collecting.
    - No digging for roots or relics.
    - No camping.
    - No unauthorized vehicles (including bicycles, skateboards, etc.) except in the entry parking lot.
    - No weddings.
- Parkville Nature Sanctuary events are considered "Public Property Events" and shall be charged an event fee at the rate of $50 per day.

Standing Events

- The following events have been granted permanent "standing" reservation timeframes with first right of refusal for specific dates. Other events will not be allowed during dates reserved for these events.
- Standing events must comply with this guidebook and must fill out a Special Event Application as a requirement in order to maintain the permanent reservation timeframe. Due dates and deadlines still apply to standing events.

2015 Standing Events:

1. Parkville Microbrewfest: April 25th
2. Jazz & Fine Arts River Jam: June 12th and 13th
3. 4th of July Celebration: July 1st to 4th

4. Parkville Days: Aug 21st to 23rd
5. Christmas on the River: Nov 20th
6. Turkey Trot: Nov 26th

- Standing events are added at the discretion of the Community Land and Recreation Board (CLARB).
- Standing event organizers must notify the City of their specific event date by February 1st each year to secure the date for the coming year.

Block Parties

Application Process

- Applicant must complete and sign the Block Party portion of the special event application.
- All residents affected by the block party are required to sign the block party petition.
    - The petition form must include each address which would be blocked and must give the date and opening and closing times of the party, and include a space for each householder to show his consent or dissent for the party to be held.
- Applicant must pay the $50 public property event fee.

Rules:

- Applicant must only block off the street portion specified herein during the hours requested
- Access must be granted for emergency vehicles and residents within the blocked off area
- Applicant and participants must comply with City Codes governing noise, liquor and fireworks
- Applicant is responsible for clean-up (remove trash from street, sidewalks and public property)
- Completed petition, application, and $50 public event fee must be presented to City at least one (1) week before the party. The Chief and Public Works director may give City approval to the party if he/she has the consent of each affected household. Completed application and petition do not guarantee approval.
- A copy of the completed form will be returned to you to keep on-site during the event to present it upon request to any police officer prior to or during the event.

Block Party Application and Petition:

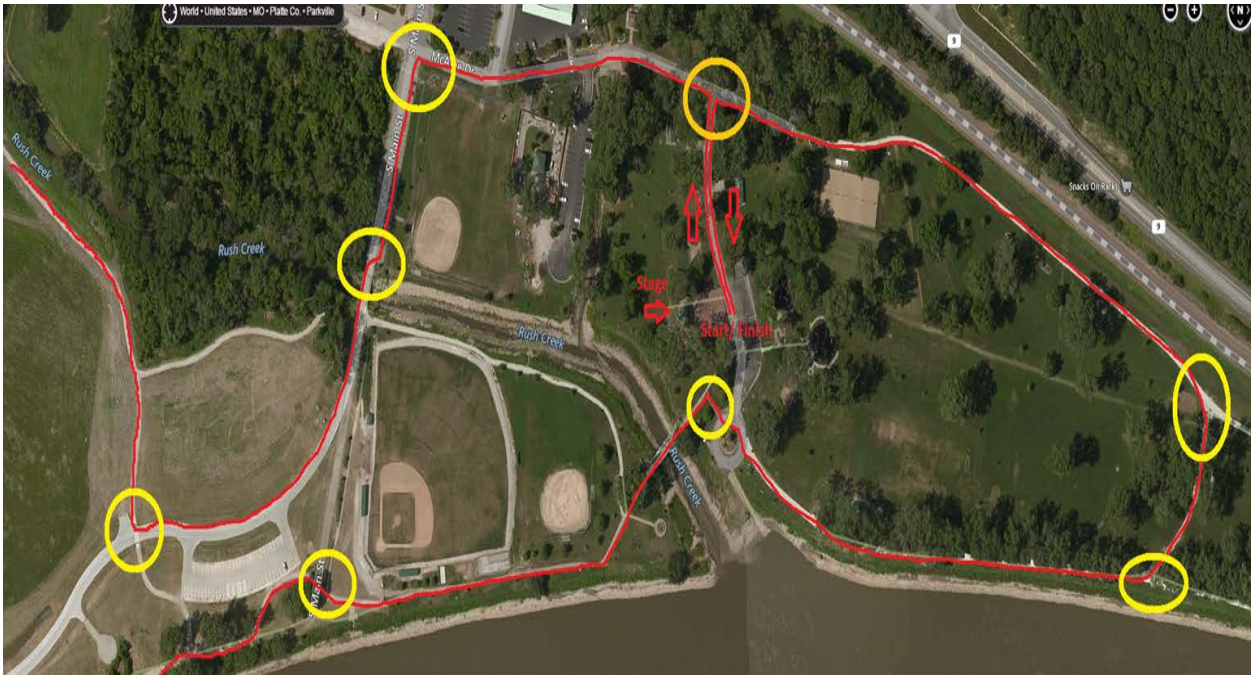
- Attached, to be incorporated into event guideline documents.

5K/10K Route, Volunteer Requirements, Fees

Required 5K Route:

Required 10K Route (make 5K loop twice, add the yellow portion on the second loop of the course):

Volunteer Location Map:



User Fees

Event Rental Fees	
Application Fee (Non- Refundable, applies toward event fee)	$25.00
Public Park Event Fee (Includes 1 Free Shelter)	$300.00 per day
5K/10K Event (Includes McKeon Stage)	$300.00 per day
Parade Event Fee*	At Cost
Public Property Event Fee	$50.00 per day
Private Property Event Fee	$25.00 per day

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Block Party Application

Pursuant to guidelines for events in Parkville, residents are allowed to hold neighborhood block parties.

- Applicant must complete and sign the Block Party portion of the special event application (this form).
- All residents affected by the block party are required to sign the block party petition. The petition form must include each address which would be blocked and must give the date and opening and closing times of the party, and include a space for each householder to show his consent or dissent for the party to be held.
- Applicant must pay the $50 public event fee.

Completed application, petition, and $50 public event fee must be presented to City at least one (1) week before the party. The Chief and Public Works director may give City approval to the party if he/she has the consent of each affected household. Completed application and petition do not guarantee approval. A copy of the completed form will be returned to you to keep on-site during the event to present it upon request to any police officer prior to or during the event.

1. Applicant Information

Name: _____ Phone: _____

Address: _____

2. Block Party Information

Location: _____

Date: _____ Time/Hours: _____

☐ will block access to some homes for the duration of the party (blocking access includes putting movable barriers at the end of the street). The person signing below has submitted a petition, which he/she attests has been signed by an adult resident of each address on the street being blocked, their signatures indicating they know about the temporary blockage and have no concerns.

☐ will not block access to any resident on the street.

3. Certification

I certify that I am a resident of the neighborhood in which the block party will be conducted; all of the adult residents who live in the blocked off area have been notified and have signed the attached petition; the information submitted in connection with this application is true and accurate; and I agree to adhere to the guidelines for events in Parkville and understand that failure to do so will render the block party petition void as evidenced by my signature below.

Signature of Applicant: _____ Date: _____

4. Indemnity

The undersigned sponsor, by signature below, shall defend, indemnify, and hold the city, its officers, agents and employees, harmless against all liability, loss, or expenses, including

attorney's fees, and against all claims, actions or judgments based upon or arising out of damage or injury (including death) to persons or property caused by any act or omission of an act sustained in any way in connection with the performance of this event or by conditions created thereby, or based upon violation of any statute, ordinance or regulation. This contractual indemnity provision does not abrogate common law or statutory liability and indemnification to the city, but is in addition to such common law or statutory provisions

Signature of Applicant: _____ Date: _____

5. Requirements and Conditions

- Applicant must only block off the street portion specified herein during the hours requested
- Access must be granted for emergency vehicles and residents within the blocked off area
- All residents affected by the block party are required to sign the attached petition
- Applicant and participants must comply with City Codes governing noise, liquor and fireworks
- Applicant is responsible for clean-up (remove trash from street, sidewalks and public property)
- A copy of the completed form will be returned to you to keep on-site during the event to present it upon request to any police officer prior to or during the event.

City Use Only

Form accepted by Police Chief or designee: _____

Form accepted by Public Works Director or designee: _____

Date: _____ Conditions (if any): _____

BLOCK PARTY PETITION

Location: _____ Date and Hours of Block Party: _____

NAME	ADDRESS	APPROVE?	SIGNATURE
		☐ Yes ☐ No	
		☐ Yes ☐ No	
		☐ Yes ☐ No	
		☐ Yes ☐ No	
		☐ Yes ☐ No	
		☐ Yes ☐ No	
		☐ Yes ☐ No	
		☐ Yes ☐ No	
		☐ Yes ☐ No	
		☐ Yes ☐ No	
		☐ Yes ☐ No	
		☐ Yes ☐ No	

Note: Signatures must be received from one of the adults in the household.

ITEM 5D
For 07-21-15
Board of Aldermen Meeting

CITY OF PARKVILLE
Policy Report

Date: July 14, 2015

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Lauren Palmer
City Administrator

ISSUE:
Request to approve the work authorization with Leavenworth County Cooperative for a sprayer and chemicals to treat the weeds in the Platte Landing Park native vegetation area.

BACKGROUND:
Platte Landing Park is owned by Platte County, but the City of Parkville is responsible for the maintenance of the park, including the mitigated wetland and native vegetation area. The wetland and native vegetation area includes approximately 100 acres. The City and County signed a Cooperative Agreement (Attachment 1) addressing the maintenance of Platte Landing Park, allowing the City to determine the best course of action for maintenance of the park area.

Last winter, the parks staff tried repeatedly to burn the johnsongrass in the native vegetation area. They were only able to burn approximately one-quarter of the area. Over the past few months, the native vegetation area has been overtaken by honeysuckle, Canadian thistle and johnsongrass. Since summer is outside of the burning season, the City needs to gain control of the native vegetation area. Burning alone will not eradicate the johnsongrass. Selective herbicide treatment, such as Roundup, can help to stunt the growth of johnsongrass and eliminate the other invasives. Outrider is a better treatment, but is more costly. Staff recommends use of Roundup this year. In the future, Outrider should be programmed into the budget. Herbicide treatment would be an initial phase for the continual management of the vegetation area. The City has consulted with several professionals to obtain information about recommended maintenance needs of the native vegetation area.

Staff reached out to Laurie Brown with Vireo (landscape architecture firm for Platte Landing Park design and wetland restoration project) to obtain her expert opinion about the wetland and native vegetation area. Her recommendation is included as Attachment 2 to this policy report. This recommendation was presented at the Community Land and Recreation Board (CLARB) meeting on June 10, 2015. There was discussion among the CLARB members, but no action was taken. It was recommended to bring the information to the Board of Aldermen for further action. Additionally, staff reached out to local farmers to determine if the area could be cultivated with crops, but the three-year timeline prior to the Corps project would not allow them to recover their investment cost. Staff also looked into mowing or discing the native vegetation area, but there is a chance this will cause the weeds to spread. Discing involves a deep cut of the soil, and is not a recommended practice, since it could cause the johnsongrass to spread. Another option explored was seeding the wetland area, but the cost of the seed was approximately $10,000.

Staff reached out to Platte County Public Works, as well as Platte County Parks & Recreation to borrow equipment and/or labor to execute this work. Staff also reached out to Riverside. There were no opportunities for sharing resources with these other agencies.

Since the CLARB meeting, the Parks Superintendent Tom Barnard reached out to Donavan Hite, the subcontractor on the Platte Landing Park Phase 1 project who constructed the

mitigated wetland and is managing maintenance during the one-year warranty period. Mr. Hite recommended a two phase approach to deal with this issue in the most efficient and cost effective way. Phase 1 would include spraying the area with herbicide with a commercial grade sprayer, and Phase 2 would include mowing the area. This recommendation is also included in the Vireo memo from Laurie Brown as an option to control johnsongrass.

Staff obtained cost estimates to treat the wetland area with herbicide. The only way to obtain a commercial grade agriculture boom sprayer is through a county cooperative. Leavenworth County Cooperative will provide the labor, equipment, and Roundup material, for $22 per acre, or $2,200 to treat the 100 acre area.

Staff will also need to mow the area after the chemical treatment, but the City does not own equipment to efficiently mow an area of this size and composition. The Cooperative Agreement states that the City will mow turf areas around developed park amenities and a ten-foot strip along the trails. Therefore, this level of maintenance was not previously anticipated or budgeted. Staff is currently looking into options that include purchasing, leasing, and renting appropriate mowing equipment. Staff will present a proposal separately for mowing the wetland area, outlining the options and their associated costs. Although staff had hoped to present the mowing along with the herbicide application as a comprehensive proposal, the chemical application is now time sensitive.

BUDGET IMPACT:
Funding was added to the General Fund (parks division) budget for 2015 for maintenance of Platte Landing Park, but it was primarily for additional temporary personnel. The weed control budget of $2,800 is for the entire parks system, and it is not adequate for the chemical application that is recommended. There is no separate budget line item associated with wetland and native vegetation maintenance. Staff anticipates that year-end spending in the General Fund will be well below budget in 2015, so there will be excess capacity in other line items or divisions to absorb this overage. However, additional funding will need to be committed for 2016 and beyond.

ALTERNATIVES:
1. Approve the purchase order with Leavenworth County Cooperative.
2. Do not approve the purchase order and provide alternative direction to staff.
3. Postpone the item.

COMMUNITY LAND AND RECREATION BOARD (CLARB) RECOMMENDATION:
At the meeting on June 10, 2015, it was recommended that staff present this item to the Board of Aldermen for further action. This item was scheduled for the July 8, 2015 CLARB meeting. That meeting was cancelled since there was no quorum. Due to the schedule, staff cannot wait an additional month on this item.

STAFF RECOMMENDATION:
Staff recommends the approval of the purchase order with Leavenworth County Cooperative for the labor, equipment, and materials to treat the Platte Landing Park wetland and native vegetation area.

POLICY:
Section 150.050.A. of the Parkville Municipal Code directs CLARB to act in an advisory capacity to the Board of Aldermen to develop and administer a writer plan for the care, preservation, pruning, planting, replanting, removal, or disposition of trees and shrubs along streets and in other public areas. Although this purchase is within the City Administrator's purchasing authority (Resolution No. 10-02-14), this expense was not anticipated at the time of execution of the

Cooperative Agreement for Platte Landing Park. Board action is requested since the decision has implications for the long-term maintenance (and associated costs) of the park.

SUGGESTED MOTION:
I move to approve the work authorization with Leavenworth County Cooperative for the labor, equipment, and materials to treat the Platte Landing Park wetland and native vegetation area in an amount of $22 per acre, or in the amount of $2,200 for the 100-acre area.

ATTACHMENT:
1. Platte Landing Park Cooperative Development, Operations, and Management Agreement
2. Vireo Recommendation
3. Work Authorization - Leavenworth County Cooperative
4. Platte Landing Park Wetland Map

PLATTE LANDING PARK
COOPERATIVE DEVELOPMENT, OPERATIONS AND MANAGEMENT AGREEMENT

This Cooperative Development, Operation and Management Agreement ("AGREEMENT"), made and entered into this 16th day of Sept., 2013, is by and between Platte County, Missouri (COUNTY), a county of the first classification, and the City of Parkville, Missouri, a city of the fourth classification (CITY); and

WHEREAS, the COUNTY, in implementation of the Platte County Park System Master Plan, owns a total of 131.2 acres more or less of property unimproved and designated as future parkland and currently referred to as "Platte Landing Park", located west of Main Street in Parkville, Missouri and adjacent to the Missouri River in T51 R34 Sec. 35 and T50 R34 Sec. 2, as legally described in Exhibit A, attached and incorporated herein by reference (COUNTY PROPERTY); and

WHEREAS, the CITY, in implementation of the Parkville Master Plan Update, owns a total of ten (10) acres more or less of property unimproved and designated as future parkland west of Main Street in Parkville, Missouri and adjacent to both English Landing Park and the above mentioned COUNTY property, as legally described in Exhibit B, attached and incorporated herein by reference (CITY PROPERTY); and

WHEREAS, the COUNTY and CITY, through the implementation of their respective master plan updates, consider it important for the two properties owned respectively by the COUNTY and CITY, a total of 141.2 acres more or less, to be properly master planned; sustainably developed, maintained and operated; and open to the public for park and recreation opportunities; and

WHEREAS, the COUNTY considers it important to develop partnerships to maximize resources to provide park and recreation opportunities; and

WHEREAS, the CITY recognizes the recreational needs of the Parkville area and has a long history of opening facilities in the community to meet these needs; and

WHEREAS, the COUNTY and the CITY entered into a Memorandum of Understanding on April 5, 2011, for the cooperative development and operation of the CITY PROPERTY and the COUNTY PROPERTY; and

WHEREAS, the Platte Landing Park Master Plan, attached as Exhibit C and incorporated herein by reference, was mutually developed during a public input process through the COUNTY and the CITY, and the master plan was adopted by the COUNTY on August 20, 2012, and adopted by the CITY on September 4, 2012; and

WHEREAS, the COUNTY and the CITY have and will continue to cooperate on the master planning, development, operation and funding of new park facilities located on the CITY PROPERTY and the COUNTY PROPERTY; and

WHEREAS, the COUNTY and the CITY have and will continue to share responsibilities and resources in good faith with the mutual intent of furthering the general public welfare regarding the plans heretofore set forth, the COUNTY and the CITY consider it appropriate to memorialize certain understandings to better assure that these facilities and programs will continue to be a valuable resource to the community; and

NOW, THEREFORE, in consideration of the premises and of the agreements set forth hereinafter, the COUNTY and CITY agree as follows:

ARTICLE I – TERM OF AGREEMENT

Section 1. Term. This AGREEMENT shall remain in effect until amended or terminated by written consent of the parties. The AGREEMENT may be amended at any

time by mutual written agreement. The AGREEMENT may be terminated by either of the parties by giving the other party no less than twelve (12) months written notice of intent to terminate the AGREEMENT.

ARTICLE II – PROPERTY OWNERSHIP

Section 1. Title and Ownership. The parties acknowledge and agree that title and ownership of the CITY PROPERTY shall at all times remain in the CITY. The parties also acknowledge and agree that title and ownership of the COUNTY PROPERTY shall at all times remain in the COUNTY.

ARTICLE III – MANAGEMENT OF PROPERTY

Section 1. Maintenance, Operations, and Programming. The CITY, under all circumstances, shall assume and be responsible for all daily operations, maintenance, and programming responsibilities in perpetuity for both the CITY PROPERTY and the COUNTY PROPERTY. Daily operations and maintenance responsibilities shall include tasks such as vegetation management, tree and shrub pruning and trimming, erosion control, debris and trash removal, general cleaning and disinfecting, trail surface maintenance, road and parking surface maintenance, including crack filling and repair of potholes up to approximately 8" in size, mulch spreading, securing utilities, athletic field grounds management, and any other necessary daily activity to ensure an aesthetically pleasing, safe and secure environment for park patrons. CITY shall mow turf areas around all active developed park amenities including a ten (10') foot strip along all walking trails when turf reaches a height of approximately six (6") inches and no greater than twelve (12") inches. CITY shall determine all other minimum maintenance standards for both the CITY and COUNTY PROPERTY and will perform daily operations and maintenance responsibilities in a manner consistent with the operations and maintenance of other similar parks facilities under the ownership and control of the CITY. CITY, at its sole discretion, may charge for rentals, programs and special events held on CITY AND COUNTY properties with the understanding that CITY shall receive,

retain, and use any and all revenues strictly for the maintenance and improvement of the properties. COUNTY, under all circumstances, shall assume and be responsible for all capital maintenance and replacement in perpetuity for improvements upon CITY PROPERTY AND COUNTY PROPERTY made per the mutually adopted Platte Landing Park Master Plan. Capital maintenance and replacement shall include, but not be limited to, major tasks such as resurfacing of road and parking areas and replacement or removal of unsafe or damaged infrastructure.

Section 2. Flood, Fire, Tornado or any Natural Disaster Preparedness and Recovery. Because of their location fronting the Missouri River, the PROPERTIES may flood frequently. The CITY agrees to address minor flooding events as they may occur from time to time consistent with the routine maintenance responsibilities described in Article III, Section 1. The COUNTY and the CITY shall cooperate mutually with respect to natural disaster preparedness and recovery resulting from damage to the properties, including closure of park areas, post-disaster clean-up, and management of state and federal assistance related to natural disaster damage of the properties. CITY shall be responsible for initial debris and siltation removal resulting from natural disasters through the commitment of in-kind manpower and equipment resources up to the COUNTY'S property insurance deductible of Twenty Five Thousand Dollars ($25,000). COUNTY shall be responsible for repair and restoration of improvements on PROPERTIES damaged as a result of natural disasters, beyond the CITY's initial efforts, from COUNTY'S insurance proceeds, federal/state assistance grants, or other available sources.

Section 3. Sub-Agreements. The CITY may enter into sub-agreements with other agencies and organizations, including for-profit private organizations, for the maintenance, operations, programming and use of the CITY PROPERTY and the COUNTY PROPERTY. CITY shall give priority consideration to Parkville and Platte County based organizations when allocating sub-agreements and shall publicly advertise sub-agreement opportunities through CITY's standard procedures. CITY shall be under no obligation to decline to enter into sub-agreements when no Parkville or Platte County

based organization exists or to award sub-agreements to a Parkville or Platte County based organization that does not offer the best sub-agreement proposal to the CITY. Further, CITY shall ensure all sub-agreement recipients follow all terms and conditions of this AGREEMENT including maintenance of all park areas and repair and restoration of any park areas damaged during use.

Section 4. Non-Performance. Should the CITY designate a representative(s) through a sub-agreement to perform the CITY'S maintenance, operations, and/or programming responsibilities under this AGREEMENT, and should such representative(s) be unable to perform the required maintenance, operations, and programming tasks, the CITY shall assume such responsibilities.

Section 5. Identification and Recognition. The COUNTY and the CITY will cooperate and mutually approve the style and design of all signage so that both PROPERTIES will be tastefully and consistently marked. The parties agree that an identification or monument sign is included in the construction plans for Phase One-A for "Platte Landing Park," which will be erected by the COUNTY near the entrance of the CITY PROPERTY and the COUNTY PROPERTY, that will identify the partnership effort.

Section 6. Naming Rights. The COUNTY and the CITY will cooperate and mutually approve the naming of any area or amenity within the PROPERTIES. Further the COUNTY AND CITY acknowledge the COUNTY has previously granted naming rights to an amenity to be determined within the COUNTY PROPERTY after the Kringle Family as further described in Exhibit "D".

Section 7. Public Use. All park and recreation facilities and related amenities located on the CITY PROPERTY and COUNTY PROPERTY will be available to the public during normal operating hours established by the CITY consistent with other CITY parks and recreational facilities unless scheduled for special events or activities.

ARTICLE IV – COMMITMENTS

Section 1. Perpetuity of Improvements for Community Recreation. All park and recreation improvements and related infrastructure improvements located on the CITY PROPERTY and COUNTY PROPERTY that receive COUNTY funds shall be dedicated to the primary purpose of community recreational use in perpetuity. All park and recreation improvements located on the CITY PROPERTY and COUNTY PROPERTY that receive CITY funds shall be dedicated to the primary purpose of community recreational use in perpetuity.

Section 2. Insurance. CITY shall secure and maintain through the duration of this Agreement General Public Liability Insurance for CITY and COUNTY properties with minimum limits as the CITY deems appropriate through CITY's standard insurance provider. COUNTY shall secure and maintain through the duration of this Agreement Property Insurance for all improvements agreed to and made upon CITY and COUNTY properties through COUNTY's standard insurance provider. Parties acknowledge that as of the date of this AGREEMENT both the COUNTY and CITY utilize Midwest Public Risk for liability and property insurance coverage. Should either party elect to change insurance providers, in its sole discretion, said party shall give the other party thirty (30) days written notice of intent to change providers. Any party changing providers shall endeavor to maintain coverage types and levels consistent with coverage in place at the time of this AGREEMENT.

Section 3. Additional Resources. The COUNTY and CITY agree to collaboratively seek alternative sources of funding, including public and private grants, to further develop recreational amenities and provide for long-term sustainable capital maintenance and management at the park.

Section 4. Donations. The CITY and the COUNTY are authorized to seek the donation of funds and services for improvements to the CITY PROPERTY and the COUNTY PROPERTY.

Section 5. Grant Funds. All grant funds that have been awarded to either the CITY or the COUNTY for development, operation and programming of the CITY PROPERTY and the COUNTY PROPERTY must fulfill the development goals identified in the adopted master plan, or any amendments thereto, for the PROPERTIES. The use of grant funds shall be in compliance with the all guidelines set forth by the grant awarding entities. The PROPERTIES shall be eligible for future Outreach Grants as may be applied for by the CITY and awarded by COUNTY through the Outreach Grant Program's established guidelines.

ARTICLE V – PARK DEVELOPMENT

Section 1. Master Plan Implementation. Development of the CITY PROPERTY and COUNTY PROPERTY will be directed by the adopted master plan and the Phase One-A development plan attached to this AGREEMENT as Exhibit "E". All future development shall be harmonious with the design and integrity of the adopted master plan. Amendments to the adopted master plan must be mutually approved by the CITY and COUNTY in writing.

Section 2. Design and Construction Standards. All construction and capital improvements on the CITY PROPERTY and the COUNTY PROPERTY must meet approved CITY and COUNTY design and engineering criteria. The COUNTY and CITY agree that all capital improvements and supporting infrastructure will take into consideration the many important attributes and characteristics of the CITY PROPERTY and the COUNTY PROPERTY including, but not limited to, proximity to English Landing Park, proximity to downtown Parkville, its location in a floodway/floodplain and the desire to restore and enhance the natural landscape of the area with complementary recreational amenities. Both the CITY and the COUNTY must mutually agree upon all capital improvements.

Section 3. Capital Improvements Implementation. The COUNTY and CITY agree that engineering/architectural construction documents will be developed as a part of the planning process to guide development. The COUNTY and CITY shall cooperate with respect to bidding, construction, inspection and final approval of all improvements to the PROPERTIES. The COUNTY shall provide a report at the conclusion of any construction project implementation that will detail all park development related revenues and expenditures.

Section 4. Phase One-A Park Construction. CITY and COUNTY acknowledge both entities have reviewed and approved the Phase One-A construction plans for Platte Landing Park as noted on the attached Exhibit "E". The CITY and COUNTY shall jointly approve any major design changes to the construction plans. COUNTY shall act as construction administrator for project implementation, bid the project through the COUNTY'S standard bidding process and contract with the successful bidder(s). CITY shall grant to the COUNTY access across CITY PROPERTY to construct the improvements identified in the Phase One-A construction plans, including the installation of improvements upon CITY PROPERTY. The COUNTY will maintain ownership of all Phase One-A construction improvements. The CITY and COUNTY shall each appoint officials from their respective entities to oversee construction of improvements on the CITY PROPERTY and the COUNTY PROPERTY and, upon substantial completion of construction by the contractor(s), shall each certify work as acceptable to each respective entity before final payment is made to the contractor(s) by COUNTY. The appointed officials for the CITY are the City Administrator and the Public Works Director. The appointed official for the COUNTY is the Parks and Recreation Department Director. COUNTY shall hold regular construction meetings during implementation of Phase One-A improvements and notify the appointed CITY official of the time, place and agenda for all meetings.

Section 5. Coordination Meetings. At least once annually, the COUNTY and CITY shall meet and discuss their respective activities, both for the preceding year and for the prospective year, on behalf of the amenities and programs developed by this

agreement. The COUNTY and the CITY will work to coordinate activities to provide the most efficient operation, delivery of services, and financial and/or logistical assistance possible.

ARTICLE VI – GENERAL PROVISIONS

Section 1. Other Terms or Verbal Contracts. This AGREEMENT constitutes the entire agreement between the parties. Terms not specifically set out herein including without limitation any verbal agreement or conversation with any officer, official, agent or employee of the CITY or the COUNTY, either before or after the execution of the AGREEMENT, shall not modify or add to the obligations contained in this document. Any such purported term, verbal contract, or conversation shall in no way be binding upon the CITY or the COUNTY.

Section 2. Notice. Any notice provided for under this AGREEMENT shall be in writing and shall be sent by registered or certified mail to the parties at the addresses shown below or by electronic facsimile transmission to the telephone numbers shown below. Any notice mailed in accordance with this paragraph shall be conclusively presumed to be delivered on the second day after mailing; or if by facsimile on the date transmitted. Other notice, whether actual or presumed, and whether received or not, shall be of no force or effect.

Notices to the CITY shall be mailed to:

City Administrator
8880 Clark Avenue
Parkville, Missouri 64152
Fax: (816) 741-7676

Notices to the COUNTY shall be mailed to:

Director
Platte County Parks and Recreation Department
415 Third Street
Platte City, Missouri 64079

Fax: (816) 858-1999

Section 3. Severability. In the event that any provision of this AGREEMENT is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this AGREEMENT shall be valid unless the court finds the valid provisions of this AGREEMENT are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the parties to this AGREEMENT could have included the valid provisions without the invalid provisions; or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Section 4. Amendment and Modification. No amendment, modification, supplement, termination, consent or waiver of any provision of this AGREEMENT, nor consent to any departure therefrom, will in any event be effective unless the same is in writing and is signed by the party against whom enforcement of the same is sought. Any waiver of any provision of this AGREEMENT and any consent to any departure from the terms of any provision of this AGREEMENT is to be effective only in the specific instance and for the specific purpose for which given.

Section 5. Captions. Captions contained in this AGREEMENT have been inserted herein only as a matter of convenience and in no way define, limit, extend or describe the scope of this AGREEMENT or the intent of any provision hereof.

Section 6. Counterparts. This AGREEMENT may be executed by the parties via separate signatory counterparts, and all such counterparts so executed constitute one agreement binding on the parties notwithstanding that the parties are not signatories to the same counterpart.

Section 7. Failure or Delay. Neither failure nor delay on the part of any party to exercise, and no delay in exercising, any right, power or privilege hereunder operates as a waiver thereof; neither a single or partial exercise of any right, power or privilege

hereunder precludes any other or further exercise thereof, or the exercise of any other right, power, or privilege. No additional notice to or demand on any party shall in any case entitled such party to any other or further such notice or demand in similar or other circumstances unless specially required hereunder.

Section 8. Further Assurances. The parties will execute and deliver such further documents and do such further acts and things as may be required to carry out the intent and purpose of this AGREEMENT.

Section 9. Governing Law and Venue. This AGREEMENT and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Missouri applicable to contracts made and to be performed wholly within Missouri, without regard to choice or conflict of law rules. In addition, it is agreed by the parties that any action at law, suit in equity or other judicial proceeding to enforce or construe this AGREEMENT or respecting its alleged breach shall be instituted only in the Circuit Court of Platte County, Missouri.

Section 10. Successors and Assigns. All provisions of this AGREEMENT are binding upon, inure to the benefit of and are enforceable by or against the parties and their respective successors and assigns.

Section 11. Third-Party Beneficiary. This AGREEMENT is solely for the benefit of the parties and their respective successors and permitted assigns, and no other person has any right, benefit, priority or interest under or because of the existence of this AGREEMENT. No officer, official, employee or agent of the CITY or the COUNTY shall be personally responsible for any liability arising under or growing out of this AGREEMENT or operations of the CITY or the COUNTY under the terms of the AGREEMENT.

IN WITNESS WHEREOF, COUNTY and CITY for themselves, and their successors and assigns, have executed this Agreement as of the day and year first above written.

City of Parkville, Missouri

James C. Brooks, Mayor

Attest:

Melissa McChesney, City Clerk

Platte County, Missouri

Jason Brown, Presiding Commissioner

Attest: 9/10/13

Joan Harms, County Clerk

Approved as to Form:

Robert H. Shaw, County Counselor

EXHIBIT "A"

COUNTY PROPERTY LOCATION LEGAL DESCRIPTION

Platte County Property in Parkville, T51N R34 Sec. 35 & T50N R34 Sec. 2

Surveyed Legal Description: Commencing at the Center of Section 35, Township 51 North, Range 34 West, Platte County, Missouri; thence along the East line of the West fractional half of said fractional Section 35 and the Southerly prolongation thereof South 00 degrees 14 minutes 39 seconds West, 809.83 feet to the centerline of an existing ditch and the Point of Beginning; thence continuing along the East line of the West fraction half of said fractional Section 35 and the Southerly prolongation thereof South 00 degrees 14 minutes 39 seconds west, 639.73 feet; thence departing from said line South 16 degrees 12 minutes 33 seconds West, 101.20 feet; thence South 80 degrees 16 minutes 43 seconds West, 517.18 feet; thence South 09 degrees 43 minutes 17 seconds East, 5.79 feet; thence South 65 degrees 21 minutes 43 seconds West, 605.79 feet; thence South 24 degrees 38 minutes 17 seconds East, 50.00 feet; thence North 65 degrees 21 minutes 43 seconds East, 50.00 feet; thence North 24 degrees 38 minutes 17 seconds West, 35.00 feet; thence North 65 degrees 21 minutes 43 seconds East, 250.00 feet; thence South 24 degrees 38 minutes 17 seconds East, 35.00 feet; thence North 65 degrees 21 minutes 43 seconds East, 50.00 feet; thence North 24 degrees 38 minutes 17 seconds West, 35.00 feet; thence North 65 degrees 21 minutes 43 seconds East, 251.79 feet; thence South 09 degrees 43 minutes 17 seconds East, 28.69 feet; thence North 80 degrees 16 minutes 43 seconds East, 251.79 feet; thence South 09 degrees 43 minutes 17 seconds East, 28.69 feet; thence North 80 degrees 16 minutes 43 seconds East, 50.00 feet; thence North 09 degrees 43 minutes 17 seconds West, 35.00 feet; thence North 80 degrees 16 minutes 43 seconds East, 459.86 feet; thence South 16 degrees 17 minutes 36 seconds West, 36.65 feet; thence North 77 degrees 17 minutes 10 seconds East, 43.69 feet to the East line of the West fractional half of said fractional Section 35 and the Southerly prolongation thereof; thence along said line South 00 degrees 14 minutes 39 seconds West, 19.49 feet to the Northerly left bank of the Missouri River; thence along said bank the following courses and distances: South 72 degrees 39 minutes 03 seconds West, 289.56 feet; thence South 68 degrees 00 minutes 45 seconds West, 729.93 feet; thence South 74 degrees 11 minutes 27 seconds West, 148.40 feet; thence South 56 degrees 56 minutes 56 seconds West, 198.01 feet; thence South 63 degrees 13 minutes 56 seconds West, 221.99 feet; thence South 55 degrees 18 minutes 08 seconds West, 195.15 feet; thence South 61 degrees 39 minutes 39 seconds West, 181.79 feet; thence South 54 degrees 28 minutes 35 seconds West, 560.19 feet; thence South 57 degrees 36 minutes 37 seconds West, 163.52 feet; thence South 49 degrees 59 minutes 59 seconds West, 340.56 feet to the West line of said fractional Section 35 and the Southerly prolongation thereof; thence along said line North 00 degrees 16 minutes 53 seconds East, 3543.70 feet to the centerline of an existing ditch; thence along said centerline the following courses and distances: South 62 degrees 30 minutes 32 seconds East 91.43 feet; thence South 72 degrees 10 minutes 13 seconds East 325.21 feet; thence South 71 degrees 45 minutes 40 seconds East, 542.58 feet; thence South 67 degrees 10 minutes 47 seconds East, 164.41 feet; thence South 63 degrees 27 minutes 30 seconds East, 510.35 feet; thence South 57 degrees 36 minutes 32 seconds East, 350.25 feet; thence South 52 degrees 37 minutes 06 seconds East, 312.50 feet; thence South 48 degrees 47 minutes 26 seconds East, 336.18 feet; thence South 58 degrees 52 minutes 53 seconds East, 155.54 feet to the Point of Beginning.

The above described tract of land contains 131.20 acres, more or less, and is subject to all recorded and unrecorded easements, restrictions and right-of-ways.

EXHIBIT "B"

CITY PROPERTY LOCATION LEGAL DESCRIPTION

CONTAINING 676,686 SQUARE FEET OR 13.24 ACRES ALL THAT PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 61 NORTH, RANGE 34 WEST. IN THE CITY OF PARKVILLE. PLATTE COUNTY. MISSOURI. DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE S00'02"10"W. ALONG THE WEST LINE OF SAID QUARTER A DISTANCE OF 377.32 FEET TO THE SOUTHWEST CORNER OF THE FINAL REPLAT OF THE AMENDED PLAT OF ENGLISH LANDING FIRST PLAT. A SUBDIVISION IN SAID PARKVILLE, SAID POINT AISO BEING THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREINDESCRIBED; THENCE S76'00'02"E, ALONG THE SOUTHERLY LINE OF SAID PLAT. A DISTANCE OF 740.29 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF MAIN STREET.· THENCE S16'03'46"W. ALONG SAID RIGHT OF WAY LINE. A DISTANCE OF 811.68 FEET; THENCE S77'04'49"W. A DISTANCE OF 607.24 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE N00'02~0"E. ALONG SAID WEST LINE, A DISTANCE OF 1072.49 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A TRACT OF LAND DESCRIBED AS FOLLOWS: ALL THAT PART OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 61 NORTH. RANGE 34 WEST. IN THE CITY OF PARKVILLE. PLATTE COUNTY. MISSOURI. DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE S00'02~0"W. ALONG THE WEST LINE OF SAID QUARTER, A DISTANCE OF 1612.83 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE N77'04'49"E. A DISTANCE OF 466.79 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF MAIN STREET.· THENCE S16'03'46"W. ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 24. 70 FEET MORE OR LESS TO A POINT ON THE NORTHERLY WATERS EDGE OF THE MISSOURI RIVER AS LOCATED ON MAY 27, 2006; THENCE S76'14~0"W, ALONG SAID NORTHERLY WATERS EDGE AS LOCATED, A DISTANCE OF 460.44 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE N00'02'10"E. A DISTANCE OF 28.98 FEET MORE OR LESS TO THE POINT OF BEGINNING.

EXHIBIT "C"

ADOPTED PLATTE LANDING PARK MASTER PLAN

PLATTE LANDING PARK

phase 1

HDR

PLATTE LANDING PARK

phase 2

HDR

PLATTE LANDING PARK

phase 3

HDR

EXHIBIT "D"

KRINGLE PROPERTY USE AGREEMENT

PROPERTY USE AGREEMENT

This Property Use Agreement is made this 8th day of May, 2008, by and between BRIAN KRINGLE and WANDA KRINGLE, Husband and Wife ("Kringles"), and PLATTE COUNTY, MISSOURI ("County").

WHEREAS, Kringles and County have entered into a contract for the purchase by County of certain real property located in Section 35, Township 51, Range 34 in Parkville, Platte County, Missouri, consisting of approximately 128.5 acres more or less, which is more particularly described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the closing of said contract is scheduled for May 29, 2008 or such other date as mutually acceptable to the parties; and

WHEREAS, Kringles and County wish to enter into a Property Use Agreement upon said closing;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Property Use and Management.** Beginning immediately upon closing, and continuing through December 31, 2009, Kringles shall be solely responsible for maintaining the Property and may continue to conduct farming operations thereon. In addition, Kringles may retain any crop proceeds derived from the Property. County may, at their sole discretion, develop walking paths during this period along the riverfront portions of the property and go upon entire tract to inspect, survey, or for any other purpose. No other material alternation of the Property shall be made without the express written consent of both parties.

Beginning January 1, 2010 County shall be solely responsible for all property use and management.

2. Property Recognitions. Kringles shall be recognized at the Property through appropriate signage by the naming of a sports field or other amenity "Kringle", after the property is developed by County.

3. Notices. All notices required or permitted to be given pursuant to this Agreement shall be in writing and personally delivered, sent by telecopier, delivered to a reputable courier service with no later than next-day delivery instructions, or mailed by United States certified mail, return receipt requested, postage prepaid, and addressed as follows:

County: Brian Nowotny
Platte County Parks and Recreation
415 Third Street
Suite 115
Platte City, MO 64079

Kringles: Brian and Wanda Kringle
12018 NW Hwy FF
Parkville, MO 64152

Service and delivery hereunder of any notice shall be deemed given, effective and complete upon personal delivery, confirmed telecopier receipt, delivery to the courier service, or receipt of any mailing as specified in this section. Either party may, at any time or from time to time, designate in writing a substitute address for the address that set forth above, and thereafter notices shall be directed to such substitute address.

4. Validity of Agreement. Kringles and County each warrant, represent and agree that execution of this Agreement, and any other documents executed or

delivered pursuant to the provisions hereof, has been duly authorized by them, that this Agreement is duly executed by them and that the obligations herein set forth are their valid and binding obligations enforceable in accordance with its terms.

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

6. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, Kringles and County have executed and delivered this Agreement as of the date first set forth above.

BRIAN KRINGLE

WANDA KRINGLE

PLATTE COUNTY, MISSOURI

BY: PRESIDING COMMISSIONER

ATTEST:

COUNTY CLERK

Approved to as form and legality:

ROBERT H. SHAW, COUNTY COUNSELOR

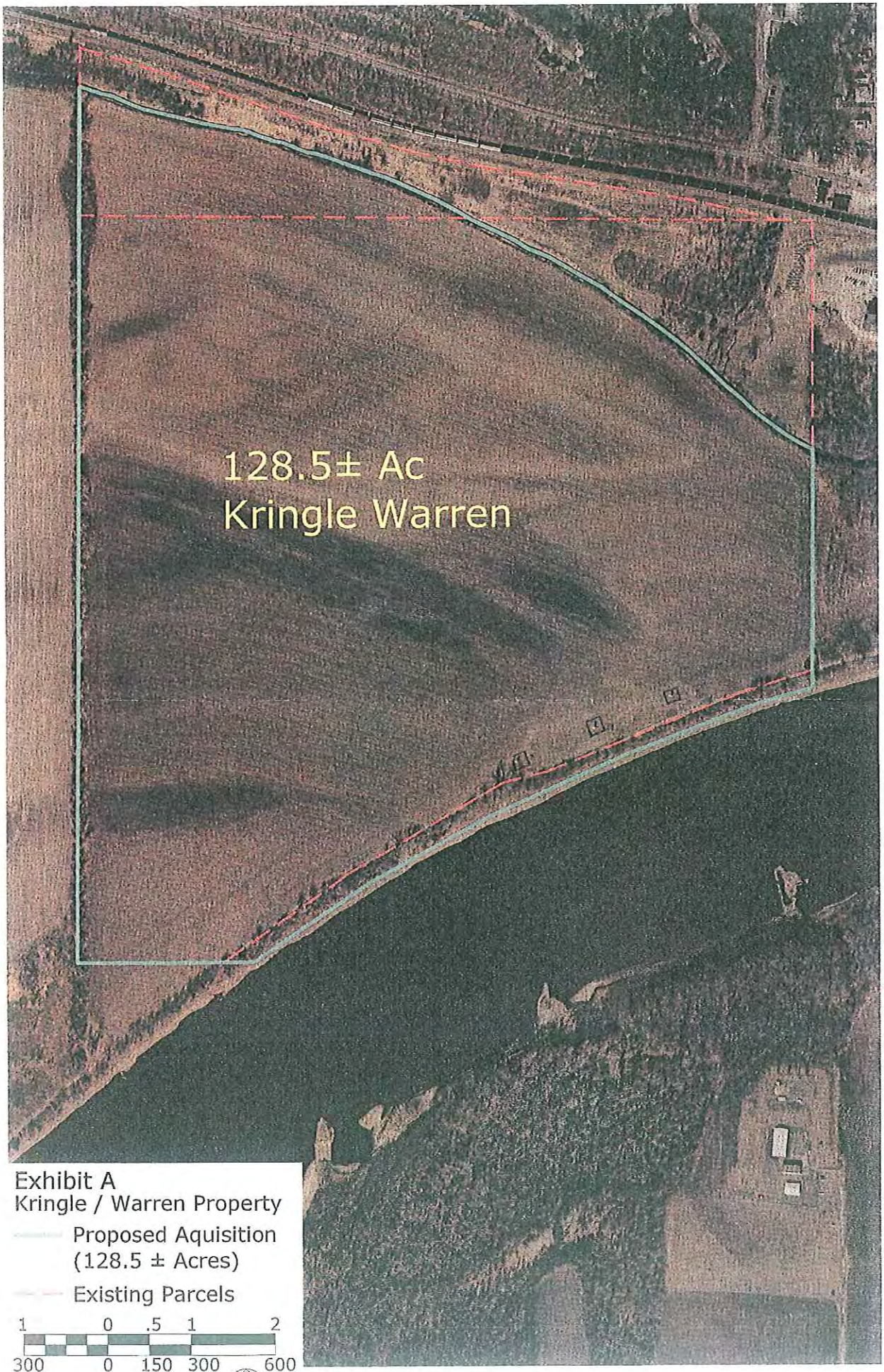

Exhibit A
Kringle / Warren Property

Proposed Aquisition
(128.5 ± Acres)

Existing Parcels

1 0 .5 1 2
300 0 150 300 600
SCALE 1" = 300'

N

PLATTE COUNTY COMMISSION

BEVERLEE ROPER — 1ST DISTRICT COMMISSIONER
JASON BROWN — PRESIDING COMMISSIONER
DUANE SOPER — 2ND DISTRICT COMMISSIONER

COURT ORDER: 2013-CO-334

Department: Parks and Recreation **Prepared by:** Brian Nowotny

Court Order Title: Platte Landing Park Cooperative Development, Operations and Management Agreement

WHEREAS, on May 14, 2009, the County Commission adopted the Park System Master Plan as recommended by the Platte County Board of Park Commissioners; and

WHEREAS, the Parks System Master Plan identified community needs and recommended certain capital improvement projects to support recreational, health, and wellness activities to serve the needs of Platte County residents, and

WHEREAS, one such priority capital improvement project has been the development of "Platte Landing Park", and

WHEREAS, the County of Platte and City of Parkville entered into a Memorandum of Understanding on May 2nd, 2011 guiding the planning and future development and operation of Platte Landing Park, and

WHEREAS, the County of Platte and the City of Parkville wish to work together for mutual public benefit for the ongoing planning, development, operation, and management of Platte Landing Park,

NOW, THEREFORE, IT IS HEREBY ORDERED by the Platte County Commission as follows:

Section 1. The County is hereby authorized to enter into a Cooperative Development, Operations, and Management Agreement with the City of Parkville for the purpose of allocating the responsibilities for the planning, development, and management of the area known as Platte Landing Park.

Section 2. The Presiding Commissioner and the County Clerk are hereby authorized to execute the Agreement, in substantially the form as attached hereto, and are also authorized to execute any further documents necessary to complete the terms of the agreement.

Section 3. This Order shall be effective immediately upon passage.

Done this 16th day of September, 2013, at Platte City, Missouri.

Budget Impact: $0.00

APPROVED BY THE COUNTY COMMISSION OF PLATTE COUNTY, MISSOURI, ON THIS 16th **DAY OF** September, 2013.

Jason Brown
Presiding Commissioner

Beverlee Roper
1st District Commissioner

Duane Soper
2nd District Commissioner

ATTEST:

Joan Harms
County Clerk

Vireo
Planning & Design
BeVireo.com

Kansas City
929 Walnut Suite 700
Kansas City MO 64106
816-756-5690

Omaha
1111 N. 13th Street Suite 116
Omaha, NE 68102
402-553-5485

MEMORANDUM

Project Name | Platte Landing Park
Project No | 12210.1

Date | June 3, 2015

To | Tom Barnard, City of Parkville

From | Laurie Brown, Vireo

Re | Interim Open Space Vegetation Management

Tom,
The following are some initial recommendations for management of the existing vegetation within the open space areas in Platte Landing Park. The primary goal of vegetation management at this stage is to control noxious and other undesirable weeds until implementation of the Section 1135 Ecosystem Restoration project and seeding of the adjoining open space can occur.

Existing vegetation is a mix of weedy species including Johnson grass which is a state listed noxious weed. In addition to the herbaceous weeds, I noticed that shrub honeysuckle is popping up throughout drier portions of the site. These two weeds are the highest priority for control do to their aggressive nature and the difficult of eradicating if left unmanaged.

Key points for the CLARB members to understand are:

- Vegetation management of the existing weeds is critical for both short and long-term goals within the park.
- If left unmanaged, the weeds will become a problem within the dog park and other open space areas within the park.
- Johnsongrass is a state listed noxious weed therefore, by state law it must be controlled "It shall be the duty of every owner of lands in this state, including but not limited to any person, association of persons, corporation, partnership, state highways and transportation commission, state department, state agency, county commission, township board, school board, drainage board, governing body of an incorporated city, railroad company or other transportation company and such company's authorized agent, and any person supervising state-owned lands to control all noxious weeds growing thereon so often in each and every year as shall be sufficient to prevent such noxious weeds from going to seed." (Section 263.190.1 MO State Statutes).
- While it may seem daunting to spend money up front, in the long run proper management of the weedy vegetation will be more manageable for personnel and for budgets.

Johnson grass control:

- Check with NRCS to see if they have cost share money to help with this effort.
- Recommended herbicide is Outrider. See the attached product information.
- Grass should be sprayed prior to it going to seed (18-24" of growth).
- Wait 2 weeks after herbicide application to mow. Mow weeds as short as possible.
- An additional application of herbicide should be applied to new growth in the early fall (Sept) time frame.

- Evaluate and repeat the next growing season, if needed.

General vegetation management:

- Control of weedy vegetation early will make implementation of the ecosystem restoration project and seeding of the adjoining open space areas easier and more cost effective.
- Weeds can be controlled through a variety of methods:
    - Mowing/brush hogging weeds 2-3 times during the growing season. The downside to this is the cost and the fact that this method does not effectively deal with Johnsongrass.
    - Prescribed fire. At this time, there is not sufficient fuel (grasses, etc) to support an effective burn. The existing vegetation is too woody in nature and therefore difficult to burn. The presence of grasses and other quick burning fuels could make this a viable management option in the future.
    - Agricultural cropping. Planting of crops like alfalfa can assist with weed management and provide a crop that can be harvested. Consider doing this as a permittee farming operation where the farmer gets to harvest and keep/sell the crop for their efforts. It may be necessary to cost share some of the site preparation (herbicide) to encourage this. You might check with MDC to see if they have a permittee farmer in the area who might be interested.
    - Grass seeding. Seeding the site with a simple grass mix. This option would require herbicide treatment and mowing/brush hogging of the existing vegetation prior to seeding the site. A light to medium seeding will likely cost around $5,000 for the 100 acres in addition to the cost for the herbicide.

Vireo Planning & Design

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

City of Parkville
Work Authorization for Repair and Maintenance

Date: **July 21, 2015**
Issued to: **Leavenworth County Cooperative**
1205 N. Main Street
Lansing, KS 66043

Project/Work Description
Title: Spraying of Wetland and Native Vegetation Area in Platte Landing Park
Scope of Work/Purpose:

- Agriculture Boom Sprayer……$22 per acre
- Commercial Grade Roundup Herbicide……Included

TOTAL……$2,200.00

(Price quoted for 100 acre wetland and native vegetation area)
.

Schedule and Price

Project Start Date:	July 29, 2015
Estimated Completion Date:	August 14, 2015
Latest Acceptable Date:	August 28, 2015
Estimated Cost:	$2,200.00
Expenditure Limit:	$2,200.00
Budget Account Code:	

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

Name/Title: _____ Signature: _____
Company: Leavenworth County Cooperative Date: _____

Authorization

Department Head: _____ Date: _____
City Administrator (if over $1,000): _____ Date: _____
Mayor (if over $2,500): _____ Date: _____

For Internal Staff Use Only

(initial each item and file with executed work authorization)

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

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

_____ Valid business license

MAINTENANCE AND REPAIR SERVICES
TERMS AND CONDITIONS

1. The term "Contractor" when used herein means the entity that executes a work authorization to perform maintenance and/or repair work for the City of Parkville. Contractor represents it has all necessary skills, personnel, financial capacity, licenses, permits, knowledge, and certifications required to perform the services described in the Work Authorization.
2. Contractor shall submit its invoice to the City at the completion of the project. 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.
3. 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.
4. Neither the City nor the Contractor shall be in default of the Terms and Conditions for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.
5. The City reserves the right to issue Changes, both additive and deductive, to the work authorization 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 time or 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 an amended work authorization which is agreed to by the parties, or the City directs the Contractor to proceed.
6. 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 Maintenance 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. 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.

7. If the amount of the work authorization is in excess of $5,000, the Contractor is required to verify the employment eligibility status of employees through the E-verify federal program administered by the Department of Homeland Security, U.S. Citizenship and Immigration Services. Contractor shall indemnify, defend and hold harmless the City of Parkville against any expense incurred including imposition of fines which results from violation of such laws. Contractor affirmatively states that it is not knowingly in violation of R.S.Mo. 285.530.1 and shall not henceforth be in such violation. Contractor further agrees to execute a sworn affidavit (on a form to be provided by the City) under the penalty of perjury attesting to the fact that the direct Contractor's employees are lawfully present in the United States.

8. The Contractor shall secure and maintain, at its expense, through the duration of the authorized work, Commercial General Liability Insurance on an occurrence basis with minimum limits of $1,000,000 per occurrence and $1,000,000 aggregate coverage. Contractor shall also secure and maintain Worker's Compensation and Employer's Liability Insurance, when applicable, at the limits required by state and/or federal law. The City will only accept coverage from an insurance carrier that offers proof that it:

    A. Is licensed to do business in the State of Missouri;
    B. Carries a Best's policy holder rating of A or better; and
    C. Carries at least a Class X financial rating.

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

9. 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.

10. None of the work or services covered by the work authorization shall be subcontracted without the prior written approval of the City.

11. The Contractor warrants to the City that materials and equipment furnished under the work authorization will be of good quality and new unless the work authorization permits otherwise. The Contractor further warrants that the work will be free from defects. 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 City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor's warranty shall not be construed to replace, change or otherwise limit any statutory or common law warranty rights of the City.

12. Contractor represents that it is an independent contractor and that no personnel performing any of the services shall be employees of or have any contractual relationship with the City.
13. The Contractor shall promptly correct work rejected by the City or failing to conform to the Terms and Conditions. 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.
14. The City reserves the right and may elect to terminate the work authorization at any time, with or without cause, by giving at least three (3) days written notice to the Contractor. The City shall compensate Contractor for the 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.
15. These Terms and Conditions shall be governed and construed in accordance with the laws of the State of Missouri.
16. 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.
17. 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 the work authorization.
18. During the performance of this Agreement, Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex.
19. 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, with the work authorization, and the Contractor shall take appropriate steps to assure compliance.
20. If any part, term or provision of the Terms and Conditions is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
21. The failure of either party to require performance of the work authorization 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.
22. 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 the work authorization.
23. Contractor must submit the attached Conditional Final Waiver of Lien and Release of Claims with final invoice/request for payment.

EXHIBIT O

CONDITIONAL FINAL WAIVER OF LIEN AND RELEASE OF CLAIMS

To: the City of Parkville, Missouri, the Owner of the real estate (the "Property") identified below, any Lender(s) having any loans secured by the Property, the Applicant's Contractor (if not the General Contractor) and other parties, if any, having any interest in (hereinafter collectively the "Beneficiaries").

The "Property":_____

Description of the "Project": _____

The undersigned hereby applies for payment, certifies and waives lien rights, bond rights and all other claims.

Payment Request Amount: $_____

Certificate

The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of the amount stated above, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The amount requested for labor performed and equipment and material supplied on this Project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto concerning work to be performed on the Property (hereinafter the "Contract").

2. No labor, equipment or materials have been supplied by the undersigned to the Project which have not been included in the applications for payment submitted to date, under any agreement, verbal or written, or any arrangements of any type whatsoever, except as specifically noted here:

_____

_____

_____

3. Payment in full has been made, or with the funds requested hereby will be made, by the undersigned (a) to all of the undersigned's subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that it owes no monies or other things of value to any subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, and that the payments that have

been or will be made out of this final payment to such persons or firms will fully and completely compensate them for all work in connection with the Project.

4. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Fringe Benefits owed pursuant to collective bargaining agreements, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the contract.

5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Final Waiver and Release of Claims

NOW, THEREFORE, the undersigned, contingent upon the issuance, final clearance and payment of $_____, which the undersigned irrevocably and unconditionally releases and waives any and all mechanic's liens or other liens or right to claim any and all mechanic's liens or other liens against the Property. Additionally, the undersigned waives and releases any other claims against the Owner, its sureties or on any bonds, or any other claims of any kind whatsoever in connection with this Contract and with the Property. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any lien, bond, claims or suits in connection with the materials, labor, and everything else in connection with this Contract.

Dated _____, 20__.

CONTRACTOR: _____

By:_____

Name: _____Title: _____

State of _____)

County of _____)

On this _____ day of _____, 20_____, before me, the undersigned, personally appeared _____, _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

_____

NOTARY SEAL

Notary Public in and for said County and State

PLATTE LANDING PARK PHASE 1A

Parkville, Missouri

Scale: 1" = 120'-0"